

**UMATILLA CITY COUNCIL MEETING
AGENDA
COUNCIL CHAMBERS 700 6TH STREET, UMATILLA, OR 97882
NOVEMBER 2, 2021
7:00 PM**

1. **MEETING CALLED TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **APPROVAL OF AGENDA**
5. **CITY MANAGER'S REPORT**
6. **PUBLIC COMMENT** Public Comment is an opportunity for citizens to express opinions, raise issues, and provide information to the City Council. Comments presented during this segment should be on city-related issues and not on items that are scheduled for a Public Hearing on the same evening's agenda. If you wish to speak, please provide the requested information on the Sign-Up Sheet, being sure to note the topic on which you will speak. When called to the podium, begin by stating your name and address. You will have five minutes to speak, unless otherwise instructed.
7. **CONSENT AGENDA**
 - 7.1 [October Paid Invoices](#) *Suggested Action: Motion to approve*
 - 7.2 [Resolution No. 15-2022 - A Resolution to provide the approval of the transfer of a Franchise Agreement, as approved through Ordinance 650, from Sanitary Disposal, Inc. to Waste Connections of Oregon, Inc., an affiliate of Waste Connections, Inc.](#) *Suggested Action: The City received notice from Sanitary Disposal of their intent to sell to Waste Connections. Per the Franchise Agreement between the City and Sanitary Disposal, at time of transfer of ownership, the City Council shall be provided an opportunity to either approve or deny the request to transfer the franchise to the new owner. Council discussed this item during their October 19, 2021 Workshop and directed staff to bring this item back for approval on today's Consent Agenda.*
8. **PUBLIC HEARING**
9. **NEW BUSINESS**
 - 9.1 [First Reading of Ordinance No. 851 - An ordinance proclaiming the annexation of 146.69 acres located on Tax Lot 200 on Assessors Map 5N2832 and Tax Lot 2500 on Assessors Map 5N28 and withdrawing said property from Umatilla County Sheriff's law enforcement district; accepting written application for annexation from all of the owners of the area and not less than 50 percent of the electors residing therein; making findings; setting the final](#)

Recommendation of motion to approve Resolution No. 15-2022 to transfer the Franchise Agreement from Sanitary Disposal to Waste Connections of Oregon.

boundaries of the property to be annexed; and setting the comprehensive plan map and zoning designation for 146.69 acres of annexed property *Suggested Action: The Council approved Cleaver Annexation ANX-1-2020 at their October 5, 2021, council meeting. Ordinance 851 will implement Cleaver Annexation ANX-1-2020 amending the Comprehensive Plan Map by expanding City Limits to include 146.69 acres of land.*

Staff recommends a motion for a first reading by title only of Ordinance No. 851.

- 9.2 Adoption of Ordinance No. 851 - An ordinance proclaiming the annexation of 146.69 acres located on Tax Lot 200 on Assessors Map 5N2832 and Tax Lot 2500 on Assessors Map 5N28 and withdrawing said property from Umatilla County Sheriff's law enforcement district; accepting written application for annexation from all of the owners of the area and not less than 50 percent of the electors residing therein; making findings; setting the final boundaries of the property to be annexed; and setting the comprehensive plan map and zoning designation for 146.69 acres of annexed property *Suggested Action: The Council approved Cleaver Annexation ANX-1-2020 at their October 5, 2021, council meeting. Ordinance 851 will implement Cleaver Annexation ANX-1-2020 amending the Comprehensive Plan Map by expanding City Limits to include 146.69 acres of land.*

Staff recommends a motion to approve Ordinance No. 851.

- 9.3 First Reading of Ordinance 852 - An ordinance granting to PacifiCorp, an Oregon corporation, dba Pacific Power, and to its successors and assigns, a nonexclusive right and franchise for a period of twenty (20) years to construct, maintain, and operate in, on, above, and under the present and future public places, as defined in the Ordinance, in the City of Umatilla, Umatilla County, Oregon, electric light and power lines and appurtenances and communication facilities for the purpose of supplying electricity and electric service to the City of Umatilla, the inhabitants thereof and others, subject to the terms and conditions and to the making of payments specified in the Ordinance and providing for the repeal of Ordinance No. 713 of the City of Umatilla, passed and approved December 4, 2001.
Suggested Action: Staff recommends a motion for a first reading by title only of Ordinance No. 852.
- 9.4 Adoption of Ordinance 852 - An ordinance granting to PacifiCorp, an Oregon corporation, dba Pacific Power, and to its successors and assigns, a nonexclusive right and franchise for a period of twenty (20) years to construct, maintain, and operate in, on, above, and under the present and future public places, as defined in the Ordinance, in the City of Umatilla, Umatilla County, Oregon, electric light and power lines and appurtenances and communication facilities for the purpose of supplying electricity and electric service to the City of Umatilla, the inhabitants thereof and others, subject to the terms and conditions and to the making of payments specified in the Ordinance and providing for the repeal of Ordinance No. 713 of the City of Umatilla, passed and approved December 4, 2001.
Suggested Action: The City of Umatilla has partnered with PacifiCorp to provide electricity services to the City for more than forty years. This Franchise Agreement continues that partnership for an additional twenty (20) years. Though the organization of the agreement has changed some, the general terms of the agreement remain the same, just with some updated current applicable language. The amount charged to PacifiCorp remains the same as in the past agreement.

Staff recommends a motion for the adoption of Ordinance No. 852.

- 9.5 Downtown Revitalization Grant Application Review: AFNW Services, LLC has submitted a grant request for the building located at 323 6th Street. The scope of work includes

removing old metal siding and installing new metal siding with stone accents, replacing the awning and upgrading some electrical components for new signage. The total project cost is estimated at \$79,100. Erendira Pin, has submitted a grant request for the building located at 631 I St, known as Umatilla Speed Wash. The scope of work includes painting the building, installing new doors and windows, and adding picnic tables outside. The total project cost is \$21,318. *Suggested Action: The Community Development Department has reviewed the applications and recommends the following:
Motion to award a Downtown Revitalization Grant to AFNW Services, LLC for the maximum amount of \$26,500; and Erendira Pin for the amount of \$15,988.50.*

10. **PUBLIC COMMENT**

11. **DISCUSSION ITEMS**

12. **MAYOR'S MESSAGE**

13. **COUNCIL INFORMATION & DISCUSSION**

14. **EXECUTIVE SESSION**

14.1 Potential Real Estate Transaction - ORS 192.660(2)(e) Authorizes council to deliberate with persons designated by council to negotiate real property transactions, including long-term leases. Does not authorize discussion of general leasing policies. *Suggested Action: Discussion Only*

14.2 Potential Litigation - ORS 192.660(2)(h) Authorizes council to consult with its counsel regarding current litigation or litigation likely to be filed. Media members must be excluded if the member is a party to the litigation. *Suggested Action: None.*

15. **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.

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

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: October Paid Invoices	Meeting Date: 2021-11-02
---	------------------------------------

Department: Finance & Administrative Services	Director: Melissa Ince	Contact Person: Melissa ince	Phone Number:
---	----------------------------------	--	----------------------

Cost of Proposal: N/A	Fund(s) Name and Number(s): N/A
Amount Budgeted: N/A	

Reviewed by Finance Department: Yes	Previously Presented: N/A
---	-------------------------------------

Attachments to Agenda Packet Item:

[October 2021 Paid Invoices.pdf](#)

Summary Statement: Motion to approve
--

Consistent with Council Goals: Goal 4: Increase Public Involvement, Create a Culture of Transparency with the Public, and Enhance Cultural Diversity.

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
7							
7	A & M Supply	3053023	Golf Course	10/07/21	40.94	47655	10/21/21
		3053683	Golf Course	10/19/21	18.32	47736	10/27/21
	Total 7:				59.26		
8							
8	A Burk's Custom Glass	21280	Rescreen Marina Office	10/06/21	96.00	47656	10/21/21
		21288	Auto Glass-Rock Chip	10/14/21	50.00	47656	10/21/21
	Total 8:				146.00		
9							
9	A Plus Connectors	215396	Street Dept. Supplies	10/04/21	264.85	47737	10/27/21
	Total 9:				264.85		
13							
13	A-1 Industrial Hose & Supply	273002	crack Sealer hose	10/07/21	222.06	47657	10/21/21
	Total 13:				222.06		
45							
45	AJ's Printed Apparel	19448	Uniform allowance	10/04/21	442.00	47562	10/11/21
	Total 45:				442.00		
73							
73	American Fencing	002	Nugent Fencing	10/10/21	795.00	47658	10/21/21
	Total 73:				795.00		
84							
84	Analytical Technology, Inc.	2115929	WWTP	09/27/21	525.00	47563	Multiple
		2115929	WWTP	09/27/21	525.00-		
	Total 84:				.00		
102							
102	Aramark Uniform Services, Inc.	5290000107	Police Mats	08/27/21	290.11	47649	10/12/21
		52900001167	Police Mats	09/10/21	290.11	47649	10/12/21
		5290000695	Police Mats	07/02/21	252.27	47649	10/12/21
		5290000695	Shop Mats and Towels	07/02/21	187.57	47649	10/12/21
		5290000787	Police Mats	07/16/21	252.27	47649	10/12/21
		5290000787	Shop Mats and Towels	07/16/21	187.57	47649	10/12/21
		5290000888	Police Mats	07/30/21	252.27	47649	10/12/21
		5290000888	Shop Mats and Towels	07/30/21	187.57	47649	10/12/21
		5290000980	Police Mats	08/13/21	252.27	47649	10/12/21
		5290000980	Mats & Towels	08/13/21	215.71	47649	10/12/21
		5290001072	Shop Mats and Towels	08/27/21	215.17	47649	10/12/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		52900011678	Shop Mats and Towels	09/10/21	215.17	47649	10/12/21
		5290001259	Police Mats	09/24/21	290.11	47649	10/12/21
		5290001259	Shop Mats and Towels	09/24/21	215.17	47649	10/12/21
Total 102:					3,303.34		
114							
114	ARSL	61939	Conference Registration-Strong	08/17/21	75.00	47650	10/12/21
		61942	Conference Registration-Lamoreaux	08/17/21	50.00	47650	10/12/21
Total 114:					125.00		
148							
148	Banner Bank Mastercard	0715.09.23.2	lunch with dept. heads	09/23/21	29.58	47564	10/11/21
		0715.09.23.2	lunch with dept. heads	09/23/21	29.57	47564	10/11/21
		0715.09.23.2	lunch with dept. heads	09/23/21	29.58	47564	10/11/21
		0715.09.23.2	lunch with dept. heads	09/23/21	29.57	47564	10/11/21
		0715.09.23.2	Lunch at PNCWA Conf.	09/23/21	10.00	47564	10/11/21
		0715.09.23.2	Lunch at PNCWA Conf.	09/23/21	17.30	47564	10/11/21
		0715.09.23.2	Meal at PNCWA Conf.	09/23/21	25.00	47564	10/11/21
		0715.09.23.2	Meal at PNCWA Conference	09/23/21	15.00	47564	10/11/21
		1102.09.23.2	Framed Bridge Plans-Coleman	09/23/21	166.93	47564	10/11/21
		1102.09.23.2	Framed Bridge Plans-Coleman	09/23/21	166.94	47564	10/11/21
		1102.09.23.2	Framed Bridge Plans-Coleman	09/23/21	166.93	47564	10/11/21
		1102.09.23.2	Fuel-Chrysler	09/23/21	30.00	47564	10/11/21
		1102.09.23.2	Marina Supplies	09/23/21	84.95	47564	10/11/21
		1102.09.23.2	Golf Supplies	09/23/21	67.99	47564	10/11/21
		1102.09.23.2	Golf Supplies	09/23/21	6.99	47564	10/11/21
		1102.09.23.2	Employee Appreciation	09/23/21	49.97	47564	10/11/21
		1102.09.23.2	Marina Supplies	09/23/21	35.47	47564	10/11/21
		1102.09.23.2	Golf Supplies	09/23/21	88.28	47564	10/11/21
		1102.09.23.2	Library supplies	09/23/21	64.64	47564	10/11/21
		1102.09.23.2	Employee Appreciation	09/23/21	50.00	47564	10/11/21
		1102.09.23.2	Golf Course Supplies	09/23/21	11.99	47564	10/11/21
		1102.09.23.2	Stand Up Desks-Morales/Rodriguez	09/23/21	299.98	47564	10/11/21
		1102.09.23.2	Server Permit-Kennedy	09/23/21	14.99	47564	10/11/21
		2217.09.23.2	St. Louis Ballpark Restaurant X2	09/23/21	74.37	47564	10/11/21
		2217.09.23.2	Hilton 360 St. Louis X2	09/23/21	48.20	47564	10/11/21
		2217.09.23.2	Airport Taxi	09/23/21	43.12	47564	10/11/21
		2217.09.23.2	St. Louis Ball Park Rest X2	09/23/21	84.42	47564	10/11/21
		2217.09.23.2	Schlafy's Restaurant X2	09/23/21	40.68	47564	10/11/21
		2217.09.23.2	Hilton Hotel-Huxel	09/23/21	535.20	47564	10/11/21
		2217.09.23.2	Hilton Hotel-Kennedy	09/23/21	535.20	47564	10/11/21
		2217.09.23.2	RPS Pasco Parking	09/23/21	40.00	47564	10/11/21
		2217.09.23.2	NASRO membership-Huxel	09/23/21	40.00	47564	10/11/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		2217.09.23.2	TLO Transunion	09/23/21	75.00	47564	10/11/21
		2217.09.23.2	OACP Training/Meeting Huxel	09/23/21	225.00	47564	10/11/21
		2217.09.23.2	Icicle Village Resort-Huxel	09/23/21	332.28	47564	10/11/21
		2217.09.23.2	Lynn Card Company	09/23/21	115.00	47564	10/11/21
		2217.09.23.2	Rae's Dayz Lunch Schoenfeldt	09/23/21	39.25	47564	10/11/21
		2970.09.23.2	COVID Test for Conference	09/23/21	80.00	47564	10/11/21
		2970.09.23.2	Parks Luncheon	09/23/21	51.21	47564	10/11/21
		2970.09.23.2	NRPA Conference Bags Check to Nashville	09/23/21	105.00	47564	10/11/21
		2970.09.23.2	Adobe Photoshop	09/23/21	20.99	47564	10/11/21
		3132.09.23.2	Or Water Training	09/23/21	100.00	47564	10/11/21
		3132.09.23.2	Or Water Training	09/23/21	75.22	47564	10/11/21
		3132.09.23.2	Forklift Fuel	09/23/21	16.09	47564	10/11/21
		3132.09.23.2	Forklift Fuel	09/23/21	16.10	47564	10/11/21
		3132.09.23.2	Parks Sod	09/23/21	30.00	47564	10/11/21
		3132.09.23.2	COConcrete for Diverson Struc.	09/23/21	456.00	47564	10/11/21
		3132.09.23.2	Mouse-Office Supplies	09/23/21	69.98	47564	10/11/21
		3132.09.23.2	Surface Pro Assessories	09/23/21	120.99	47564	10/11/21
		3132.09.23.2	Fuel for forklift	09/23/21	20.35	47564	10/11/21
		3132.09.23.2	Fuel for Forklift	09/23/21	20.35	47564	10/11/21
		5571.09.23.2	Drone Conference-Foutz	09/23/21	581.56	47564	10/11/21
		5571.09.23.2	Fuel Inspector Truck	09/23/21	74.25	47564	10/11/21
		5571.09.23.2	NRPA Conf-Keister	09/23/21	345.00	47564	10/11/21
		5571.09.23.2	Halloween Craft	09/23/21	102.57	47564	10/11/21
		5919.09.23.2	Indeed Job Postings	09/23/21	797.42	47651	10/12/21
		5919.09.23.2	OLCC Lincense-Ince	09/23/21	40.99	47651	10/12/21
		5919.09.23.2	Halloween	09/23/21	279.23	47651	10/12/21
		5919.09.23.2	Staff Meeting	09/23/21	60.05	47651	10/12/21
		5919.09.23.2	Surface Mouse-RV Host	09/23/21	54.99	47651	10/12/21
		6777.08.202	Business Lunch	08/23/21	45.00	47651	10/12/21
		6777.08.202	2021 Pro Membership	08/23/21	85.00	47651	10/12/21
		6777.08.202	Supplies	08/23/21	33.60	47651	10/12/21
		6777.09.24.2	NRPA Flights(Horn, Seitz, Foreman)	09/24/21	1,174.74	47564	10/11/21
		6777.09.24.2	NRPA Registration	09/24/21	2,235.00	47564	10/11/21
		6777.09.24.2	US Legal	09/24/21	3,113.15	47564	10/11/21
		7126.09.23.2	Callaway Club Order	09/23/21	278.30	47564	10/11/21
		7126.09.23.2	Frito-Lay Snacks	09/23/21	126.58	47564	10/11/21
		7126.09.23.2	Amazon-Cart Part	09/23/21	52.99	47564	10/11/21
		7126.09.23.2	Walmart-office supplies	09/23/21	67.31	47564	10/11/21
		7126.09.23.2	USPS-stamps	09/23/21	58.00	47564	10/11/21
		7126.09.23.2	Thomas Golf	09/23/21	252.75	47564	10/11/21
		8328.09.23.2	Amazon-Boyd Sharp Frame	09/23/21	32.99	47564	10/11/21
		8328.09.23.2	LogMeln-Phone Bill	09/23/21	20.54	47564	10/11/21
		8328.09.23.2	LogMeln-Phone Bill	09/23/21	6.85	47564	10/11/21
		8328.09.23.2	LogMeln-Phone Bill	09/23/21	6.85	47564	10/11/21
		8328.09.23.2	LogMeln-Phone Bill	09/23/21	6.85	47564	10/11/21
		8328.09.23.2	LogMeln-Phone Bill	09/23/21	212.29	47564	10/11/21
		8328.09.23.2	LogMeln-Phone Bill	09/23/21	6.85	47564	10/11/21
		8328.09.23.2	LogMeln-Phone Bill	09/23/21	20.54	47564	10/11/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		8328.09.23.2	LogMeln-Phone Bill	09/23/21	6.85	47564	10/11/21
		8328.09.23.2	Amazon-Boyd Sharp Frame-Return	09/23/21	32.99-	47564	10/11/21
		8328.09.23.2	Walmart-Council Table Top Event	09/23/21	176.69	47564	10/11/21
		8336.09.23.2	Amazon-DVD/CD Labels	09/23/21	14.99	47564	10/11/21
		8336.09.23.2	Amazon-Ink, copy paper	09/23/21	113.65	47564	10/11/21
		8336.09.23.2	Amazon-Trash Bags	09/23/21	65.98	47564	10/11/21
		8336.09.23.2	Amazon-Nitrile Gloves	09/23/21	85.47	47564	10/11/21
		8336.09.23.2	Amazon-Nitrile Gloves	09/23/21	83.85	47564	10/11/21
		8336.09.23.2	Amazon-Duty Boots	09/23/21	144.99	47564	10/11/21
		8336.09.23.2	Pizza Hut-Staff Mtg. Training	09/23/21	50.99	47564	10/11/21
		8336.09.23.2	Positive Promotions-Red Ribbon Week	09/23/21	481.46	47564	10/11/21
		8336.09.23.2	Positive Promotions-Breast Cancer Pins	09/23/21	64.73	47564	10/11/21
		8336.09.23.2	Amazon-Fly Swatter, TP, Flash Drives	09/23/21	72.95	47564	10/11/21
		8336.09.23.2	Amazon-Ink	09/23/21	24.89	47564	10/11/21
		8336.09.23.2	Credit Voucher	09/23/21	21.98-	47564	10/11/21
		8336.09.23.2	Pizza Hut Credit	09/23/21	2.04-	47564	10/11/21
	Total 148:				16,404.37		
151							
151	Barak & Associates	21631	Appraisal - Sharp Property	10/06/21	1,000.00	47565	10/11/21
	Total 151:				1,000.00		
206							
206	BJK Truck Parts	X100074509:	Sewer deparment supplies	10/05/21	7.85	47567	10/11/21
	Total 206:				7.85		
231							
231	Bonney's AG & Auto Repair	92700	Golf Course	09/27/21	93.00	47661	10/21/21
	Total 231:				93.00		
276							
276	Builders FirstSource	84036696	Supplies-Water Dept.	08/30/21	73.92	47662	10/21/21
		84054134	Supplies-Water Dept.	09/01/21	10.88	47662	10/21/21
		84054149	Supplies-Water Dept.	09/01/21	79.98	47662	10/21/21
		84080488	WWTP	09/07/21	137.91	47662	10/21/21
		84170326	Golf Course	09/21/21	84.48	47662	10/21/21
	Total 276:				387.17		
292							
292	Business Solutions Group	15793	W-2 and 1099 Forms	10/20/21	310.50	47738	10/27/21
	Total 292:				310.50		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
320							
320	Canon Solutions America, Inc	4037507785	COPIER MAINTENANCE	09/24/21	51.01	47570	10/11/21
		4037727987	COPIER	10/15/21	43.30	47739	10/27/21
Total 320:					94.31		
351							
351	Cascade Natural Gas Corp.	1092.09.24.2	700 6th St.	09/24/21	4.66	47574	10/11/21
		1092.09.24.2	700 6th St.	09/24/21	4.66	47574	10/11/21
		1092.09.24.2	700 6th St.	09/24/21	4.66	47574	10/11/21
		3033.09.24.2	82959 Draper St.	09/24/21	12.61	47574	10/11/21
		7846.09.24.2	830 6th St.	09/24/21	19.42	47574	10/11/21
		7851.09.24.2	822 6TH ST.	09/24/21	12.61	47574	10/11/21
		8476.09.24.2	1205 W 3RD St.	09/24/21	29.64	47574	10/11/21
Total 351:					88.26		
355							
355	Casiday Battery Co.	13144	Battery for Port Res.	06/02/21	179.90		
		13144	Battery for Port Res.	06/02/21	179.90		
		13144	Battery for Port Res.	06/02/21	179.90	47575	10/11/21
		13660	Intertie Well	09/23/21	106.90	47664	10/21/21
		13668	Golf Booster	09/24/21	519.90	47664	10/21/21
Total 355:					806.70		
362							
362	Center Point Large Print	1880872	Large Print Books for Library	10/01/21	143.82	47665	10/21/21
Total 362:					143.82		
394							
394	City County Insurance Services	PO-UMA-I20	Property/Liability Insurance	10/05/21	950.00	47576	10/11/21
Total 394:					950.00		
420							
420	COLEMAN, SCOTT	PNCWA2021		09/12/21	302.45	47578	10/11/21
Total 420:					302.45		
435							
435	Commercial Tire	274051	Gator Tire Mount	10/04/21	11.95	47742	10/27/21
		274379	Snow Tire Change Over	10/16/21	113.80	47742	10/27/21
		274380	Snow tire change over	10/16/21	113.80	47742	10/27/21
Total 435:					239.55		
439							
439	Concrete Special Ties, Inc.	67225	Diversion Structure Antenna	09/01/21	185.83	47743	10/27/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 439:					185.83		
487							
487	Crystal Clear Ice, LLC	20-103492	Ice for Marina Resale	08/21/21	126.00	47670	10/21/21
		20-103839	Ice for Marina Resale	09/20/21	42.00	47670	10/21/21
		20-103931	Ice for Marina Resale	09/29/21	22.40	47670	10/21/21
Total 487:					190.40		
488							
488	Crystal Springs	9262940101	Water for Police Department	10/13/21	8.42	47671	10/21/21
Total 488:					8.42		
507							
507	D & R Towing & Auto Repair LLC	39552	Towing City Parks Vehicle	10/05/21	75.00	47579	10/11/21
Total 507:					75.00		
525							
525	DCBS - Fiscal Services	3RDQTR202	Bldg Surcharge Quarterly Sub	10/01/21	20,075.48	47580	10/11/21
Total 525:					20,075.48		
536							
536	Dell Marketing L.P.	1052796204	Office License-Marina	10/22/21	323.73	47744	10/27/21
		1052796204	Office License-Marisela	10/22/21	647.46	47744	10/27/21
		1052796204	Office License-Leon	10/22/21	323.73	47744	10/27/21
		1052796204	Office License-Jonathan	10/22/21	647.46	47744	10/27/21
		1052796204	Office License	10/22/21	647.46	47744	10/27/21
		1052796204	Acrobat Pro-Marisela	10/22/21	408.03	47744	10/27/21
		1052796204	Acrobat Pro-Jonathan	10/22/21	408.03	47744	10/27/21
		1052796204	Acrobat Pro	10/22/21	816.06	47744	10/27/21
Total 536:					4,221.96		
540							
540	DEMCO, Inc.	7003563	Bar Code Supplies Library	09/09/21	25.24	47581	10/11/21
Total 540:					25.24		
559							
559	Devin Oil Company Inc	327876	Golf Course Fuel	10/01/21	69.95	47672	10/21/21
		328086	Public Works Fuel	10/18/21	119.00	47672	10/21/21
		328424	Golf Course Fuel	10/20/21	462.07	47745	10/27/21
		CL62381	Public Works Fuel	09/30/21	344.65	47672	10/21/21
		CL62381	Public Works Fuel	09/30/21	344.65	47672	10/21/21
		CL62381	Public Works Fuel	09/30/21	344.65	47672	10/21/21
		CL62381	Public Works Fuel	09/30/21	344.64	47672	10/21/21
		CL62382	PD Fuel	10/01/21	1,731.36	47672	10/21/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		CL62638	Public Works Fuel	10/15/21	295.13	47745	10/27/21
		CL62638	Public Works Fuel	10/15/21	295.13	47745	10/27/21
		CL62638	Public Works Fuel	10/15/21	295.12	47745	10/27/21
		CL62638	Public Works Fuel	10/15/21	295.12	47745	10/27/21
		CL62639	PD Fuel	10/15/21	1,425.84	47745	10/27/21
	Total 559:				6,367.31		
573							
573	Dike, Karen	BROWN2021	Background Investigation-Brown	10/14/21	500.00	47673	10/21/21
	Total 573:				500.00		
577							
577	DIVCO	SCPAY89065	HVAC Maintenance-City Hall	10/01/21	484.50	47582	10/11/21
		SCPAY89066	HVAC Maintenance - Public Works	10/01/21	146.00	47582	10/11/21
		SCPAY89067	HVAC Maintenance - Sewer Plant	10/01/21	353.75	47582	10/11/21
	Total 577:				984.25		
607							
607	Ducote Consulting	1681	CDBG Grant Admin	08/31/21	339.00	47674	10/21/21
		1685	EDA Business Center	08/31/21	742.50	47674	10/21/21
		1685	EDA Business Center	08/31/21	742.50	47674	10/21/21
		1691	Homelessness Funding Report	08/31/21	337.50	47674	10/21/21
		1692	CDBG Grant Admin	08/31/21	265.00	47674	10/21/21
		1694	EDA Business Center	09/30/21	495.00	47584	10/11/21
		1694	EDA Business Center	09/30/21	495.00	47584	10/11/21
		1695	Grant Admin-CDBG	09/30/21	340.00	47584	10/11/21
		1698	Homelessness Funding Report	09/30/21	720.00	47584	10/11/21
		1703	Grant Admin-CDBG	09/30/21	127.50	47584	10/11/21
	Total 607:				4,604.00		
609							
609	Duke's Auto Plus	13857	Oil Change and repair	08/12/21	661.00	47675	10/21/21
	Total 609:				661.00		
628							
628	East Oregonian	256764	planning commission meeting notice	09/14/21	241.29	47585	10/11/21
		260535	Proshop Attendant Recruiting	09/16/21	762.80	47676	10/21/21
		265410	planning commission meeting notice	10/18/21	204.58	47747	10/27/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 628:					1,208.67		
635							
635	Eastern Oregon Telecom, LLC	0317.10.01.2	Golf Course	10/01/21	103.34	47586	10/11/21
		8743.10.01.2	Marina Internet	10/01/21	246.50	47586	10/11/21
		8743.10.01.2	City Hall Internet	10/01/21	39.67	47586	10/11/21
		8743.10.01.2	City Hall Internet	10/01/21	13.23	47586	10/11/21
		8743.10.01.2	Shop Internet	10/01/21	72.34	47586	10/11/21
		8743.10.01.2	WWTP Internet	10/01/21	310.28	47586	10/11/21
		8743.10.01.2	City Hall Internet	10/01/21	236.94	47586	10/11/21
		8743.10.01.2	Police Dept. Internet	10/01/21	237.94	47586	10/11/21
Total 635:					1,260.24		
659							
659	Elmer's Irrigation & Supply	305758	Shop Door	09/20/21	12.11	47587	10/11/21
		305758	Shop Door	09/20/21	12.12	47587	10/11/21
Total 659:					24.23		
720							
720	FERGUSON WATERWORKS #3	1001434	Hydrant Meters	07/28/21	1,672.54	47589	10/11/21
		1037156	Water Meters	10/06/21	2,940.72	47677	10/21/21
		SC52025	Water	08/31/21	25.09	47589	10/11/21
		SC52436	Water	09/30/21	25.09	47589	10/11/21
Total 720:					4,663.44		
733							
733	Finck, Shane	SLIPRELEA	Slip Release- E2	10/19/21	75.00	47678	10/21/21
Total 733:					75.00		
854							
854	Gordon's Electric Inc.	W15814	Wild Wood Lift Station	07/28/21	1,458.42	47591	10/11/21
		W16047	Marina/RV Park	09/16/21	223.75	47591	10/11/21
		W16142	City Shop Garage Door	10/01/21	76.25	47591	10/11/21
		W16142	City Shop Garage Door	10/01/21	76.25	47591	10/11/21
		W16209	Marina Restrooms	10/18/21	1,128.29	47749	10/27/21
		W16219	Pump at Powerline Lift Station	10/21/21	200.00	47749	10/27/21
		W16220	Intertie Well	10/21/21	1,305.00	47749	10/27/21
Total 854:					4,467.96		
856							
856	Gotcha Covered	345801	Cleaning Services	10/06/21	443.84	47652	10/12/21
		345801	Cleaning Services	10/06/21	383.98	47652	10/12/21
		345801	Cleaning Services	10/06/21	383.98	47652	10/12/21
		345801	Cleaning Services	10/06/21	248.20	47652	10/12/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 856:					1,460.00		
905							
905	H.D. Fowler Company	I5932312	Water Dept Supplies Meters etc	10/12/21	112.13	47679	10/21/21
		I5935511	Water Dept Supplies Meters etc	10/14/21	417.42	47750	10/27/21
Total 905:					529.55		
907							
907	Hach Company	12642787	Wastewater Auto Sampler Tubing	09/16/21	318.22	47680	10/21/21
Total 907:					318.22		
911							
911	Hagerman Inc.	I-34745	Equipment Repair	09/30/21	315.57	47592	10/11/21
		I-34745	Equipment Repair	09/30/21	315.57	47592	10/11/21
Total 911:					631.14		
931							
931	Harrington, Derek	TRAVELREI	Travel Reimbursement-Lab Work Samples	08/27/21	243.97	47653	10/12/21
Total 931:					243.97		
960							
960	Carson	1316979	Fuel Charges	10/01/21	2.19	47663	10/21/21
		1316979	Fuel Charges	10/01/21	2.19	47663	10/21/21
		1316979	Fuel Charges	10/01/21	2.19	47663	10/21/21
		1316979	Fuel Charges	10/01/21	2.18	47663	10/21/21
		1316979	Fuel Charges	10/01/21	2.18	47663	10/21/21
		623031	Marina Fuel	09/10/21	6,468.58	47663	10/21/21
		CP-0033269	Police Dept Fuel	08/31/21	946.71	47663	10/21/21
		IN-614478	Gas for Public Works Vehicles	08/17/21	98.20	47663	10/21/21
		IN-614478	Gas for Public Works Vehicles	08/17/21	160.30	47663	10/21/21
		IN-614478	Gas for Public Works Vehicles	08/17/21	63.54	47663	10/21/21
		IN-614478	Gas for Public Works Vehicles	08/17/21	159.34	47663	10/21/21
		IN621129	Marina Fuel	09/03/21	570.89	47573	10/11/21
		IN-625941	Gas for Public Works Vehicles	09/21/21	125.67	47663	10/21/21
		IN-625941	Gas for Public Works Vehicles	09/21/21	205.14	47663	10/21/21
		IN-625941	Gas for Public Works Vehicles	09/21/21	81.32	47663	10/21/21
		IN-625941	Gas for Public Works Vehicles	09/21/21	203.91	47663	10/21/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 960:					9,094.53		
966							
966	Hermiston Auto Parts, Inc.	619696	PW Shop Supply	09/17/21	10.74	47751	10/27/21
		619696	PW Shop Supply	09/17/21	10.74	47751	10/27/21
		619696	PW Shop Supply	09/17/21	10.74	47751	10/27/21
		619696	PW Shop Supply	09/17/21	10.74	47751	10/27/21
		619802	Waste Water Dept	09/21/21	21.37	47593	10/11/21
		619882	Water Dept Supplies	09/23/21	23.61	47751	10/27/21
		619898	Parks Supplies	09/23/21	23.67	47751	10/27/21
		619899	Parks Supplies	09/23/21	7.99-	47751	10/27/21
		620021	Vehicle Maintenance	09/27/21	11.25	47751	10/27/21
		620021	Vehicle Maintenance	09/27/21	11.24	47751	10/27/21
		620021	Vehicle Maintenance	09/27/21	11.24	47751	10/27/21
		620021	Vehicle Maintenance	09/27/21	11.24	47751	10/27/21
		620089	Water Dept Supplies	09/29/21	68.36	47681	10/21/21
		620096	Parks Supplies	09/29/21	9.18	47681	10/21/21
		620104	Parks Supplies	09/29/21	51.98	47681	10/21/21
		620128	Water Dept Supplies	09/29/21	11.69	47681	10/21/21
		620205	Windshield Wipers	10/01/21	26.38	47593	10/11/21
		620407	Vehicle Maintenance	10/06/21	3.75	47751	10/27/21
		620407	Vehicle Maintenance	10/06/21	3.75	47751	10/27/21
		620407	Vehicle Maintenance	10/06/21	3.75	47751	10/27/21
		620407	Vehicle Maintenance	10/06/21	3.74	47751	10/27/21
		620440	Locate Paint	10/07/21	6.99	47751	10/27/21
		620485	Waste Water Dept	10/08/21	113.96	47751	10/27/21
		620585	Waste Water Dept	10/12/21	41.19	47681	10/21/21
Total 966:					493.31		
976							
976	Hermiston Payless Lumber Co.	2109-118341	Dug outs	09/24/21	1,696.00	47594	10/11/21
Total 976:					1,696.00		
980							
980	Hermiston Quicky Lube	498305	Oil Change	09/16/21	47.95	47682	10/21/21
		499182	Oil Change	09/27/21	63.90	47595	10/11/21
		5000624	Oil Change	10/16/21	66.85	47752	10/27/21
		500377	Oil Change	10/14/21	42.95	47752	10/27/21
		500624	Oil Change	10/16/21	66.85	47752	10/27/21
Total 980:					288.50		
994							
994	High Performance Signs	25557	Golf Cart Decals	10/20/21	641.50	47753	10/27/21
		25558	Magnetic Logo for Public Works Truck	10/20/21	28.75	47753	10/27/21
		25558	Magnetic Logo for Public Works Truck	10/20/21	28.75	47753	10/27/21
		25558	Magnetic Logo for Public Works Truck	10/20/21	28.75	47753	10/27/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		25558	Magnetic Logo for Public Works Truck	10/20/21	28.75	47753	10/27/21
Total 994:					756.50		
1012							
1012	Home Depot Credit Services	2042120	Halloween Supplies	09/17/21	120.52	47597	10/11/21
		2052187	Water Dept. Supplies	09/17/21	245.85	47597	10/11/21
		2052188	ER Radios	09/17/21	77.49	47597	10/11/21
		2052188	ER Radios	09/17/21	77.49	47597	10/11/21
		2052188	ER Radios	09/17/21	77.49	47597	10/11/21
		2052188	ER Radios	09/17/21	77.48	47597	10/11/21
		2103266	Halloween Supplies	09/17/21	43.23-	47597	10/11/21
		3042042	Halloween Supplies	09/16/21	171.37	47597	10/11/21
		3042043	Parks Supplies	09/16/21	21.98	47597	10/11/21
		6103016	light repair at Kiwanis Pk	09/16/21	10.98	47597	10/11/21
		7040866	Shop Tools	09/02/21	18.98	47597	10/11/21
		7040866	Shop Tools	09/02/21	18.99	47597	10/11/21
		7040866	Shop Tools	09/02/21	18.98	47597	10/11/21
Total 1012:					894.37		
1034							
1034	HRA VEBA Trust Contributions	MORALESY	HRA Contribution-Morales Yopez	10/05/21	100.00	47598	10/11/21
		RODRIGUEZ	Noe Rodriguez 2021 Contribution	10/20/21	100.00	47685	10/21/21
Total 1034:					200.00		
1050							
1050	IDEXX Distribution Corp.	3092332851	Testing Supplies	09/16/21	1,500.00	47599	10/11/21
		3092334502	Testing Supplies	09/17/21	3,276.83	47599	10/11/21
Total 1050:					4,776.83		
1053							
1053	Ince, Melissa	HALLOWEE	Halloween Reimbursements	10/20/21	318.50	47686	10/21/21
Total 1053:					318.50		
1060							
1060	Ingram	55047673	Library Books	09/27/21	33.60	47600	10/11/21
		55047674	Library Books	09/27/21	33.60	47600	10/11/21
		55047675	Library Books	09/27/21	14.99	47600	10/11/21
		55047676	Library Books	09/27/21	51.58	47600	10/11/21
		55047677	Library Books	09/27/21	10.36	47600	10/11/21
		55047678	Library Books	09/27/21	66.59	47600	10/11/21
		55047679	Library Books	09/27/21	234.44	47600	10/11/21
		55257176	Library Books	10/10/21	21.59	47687	10/21/21
		55257177	Library Books	10/10/21	41.98	47687	10/21/21
		55257178	Library Books	10/10/21	33.59	47687	10/21/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		55257179	Library Books	10/10/21	48.17	47687	10/21/21
		55257180	Library Books	10/10/21	6.09	47687	10/21/21
		55257181	Library Books	10/10/21	17.39	47687	10/21/21
		55257182	Library Books	10/10/21	16.20	47687	10/21/21
		55257183	Library Books	10/10/21	37.05	47687	10/21/21
Total 1060:					667.22		
1068							
1068	Intermountain ESD	525P021043	RV Brochure	09/27/21	577.83	47601	10/11/21
		598T074376	Surface Mouse and accessories-Egan	10/08/21	1,680.22	47688	10/21/21
		598T074376	Surface Mouse and accessories-Marisela	10/08/21	1,680.22	47688	10/21/21
		598T074376	Surface Mouse and accessories-Check Out	10/08/21	1,680.22	47688	10/21/21
		598T074376	Surface Mouse and accessories-Marina Fuel Dock	10/08/21	1,680.21	47688	10/21/21
		598T074617	Computer Equipment for Marisela	10/25/21	856.78	47754	10/27/21
		598T074617	Computer Equipment for Jonathan	10/25/21	856.78	47754	10/27/21
Total 1068:					9,012.26		
1072							
1072	INTERNATIONAL INST. OF MU	2022MEMBE	MEMBERSHIP DUES	10/19/21	200.00	47689	10/21/21
Total 1072:					200.00		
1089							
1089	J U B Engineers, Inc.	145781	City of Umatilla-Fishing Shack and Boat Launch Estimates	08/31/21	8,364.20	47690	10/21/21
		145852	Umatilla Public Works Standards Update	09/02/21	73.17	47755	10/27/21
		145852	Umatilla Public Works Standards Update	09/02/21	73.16	47755	10/27/21
		145852	Umatilla Public Works Standards Update	09/02/21	73.17	47755	10/27/21
		146528	Umatilla On-Call Engineering Services	09/27/21	2,892.43	47602	10/11/21
		146528	Umatilla On-Call Engineering Services	09/27/21	2,892.43	47602	10/11/21
		146529	Umatilla Phase 1 Construction Management	09/27/21	345.05	47602	10/11/21
		146531	Umatilla Wastewater Facilities Plan	09/27/21	11,667.00	47602	10/11/21
		146535	Wanapa Road and Utilities Ext.	09/27/21	18,356.80	47602	10/11/21
		146536	City of Umatilla-Risk and Resilience Assessment	09/27/21	2,391.90	47602	10/11/21
		146537	City of Umatilla-Kiwanis Falls	09/27/21	504.70	47602	10/11/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		146538	Umatilla Pedestrian Bridge and Waterline	09/27/21	3,596.25	47602	10/11/21
		146538	Umatilla Pedestrian Bridge and Waterline	09/27/21	819.75	47602	10/11/21
		146544	Umatilla-Golf Course Pump Station	09/27/21	406.50	47602	10/11/21
		146941	City of Umatilla-Fishing Shack and Boat Launch Estimates	10/12/21	618.20	47690	10/21/21
		147025	Umatilla Wastewater Facilities Plan	10/14/21	6,984.76	47690	10/21/21
		147028	Wanapa Road and Utilities Ext.	10/14/21	6,265.00	47690	10/21/21
		147029	Umatilla Pedestrian Bridge and Waterline	10/14/21	6,979.15	47690	10/21/21
		147029	Umatilla Pedestrian Bridge and Waterline	10/14/21	3,493.75	47690	10/21/21
		147095	Umatilla-Golf Course Pump Station Pump Station Power Easement	10/18/21	502.50	47690	10/21/21
		147096	Umatilla-On-Call Engineering Services	10/18/21	2,666.79	47690	10/21/21
		147096	Beach Access Rd Extension	10/18/21	2,666.79	47690	10/21/21
		147097	Power City-Brownell Water	10/18/21	43,455.88	47690	10/21/21
		147098	Power City-Brownell Sewer Improvements	10/18/21	18,799.88	47690	10/21/21
		147099	Umatilla-Cleaver Partition Plat and Easements	10/18/21	3,842.30	47690	10/21/21
		147100	Umatilla Water Master Plan	10/18/21	1,465.67	47690	10/21/21
		147101	City of Umatilla-Risk and Resilience Assessment	10/18/21	2,585.50	47690	10/21/21
		147345	Umatilla Public Works Standards Update	10/25/21	721.20	47755	10/27/21
		147345	Umatilla Public Works Standards Update	10/25/21	721.20	47755	10/27/21
		147345	Umatilla Public Works Standards Update	10/25/21	721.20	47755	10/27/21
	Total 1089:				154,946.28		
1099							
	1099 James C. Fulper dba Health Opt	96897	Hepatitis B. Vaccine/Injection	09/30/21	41.67	47691	10/21/21
		96897	Hepatitis B. Vaccine/Injection	09/30/21	41.66	47691	10/21/21
	Total 1099:				83.33		
1112							
	1112 Jimmy's Johns Portable Toilets L	15419	Marina & RV Park - 2 Units	10/01/21	195.00	47692	10/21/21
		15420	nugent park	10/01/21	185.00	47692	10/21/21
	Total 1112:				380.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
1141							
1141	Jones-Scott co.	40132	Streets	09/20/21	138.81	47603	10/11/21
		46070	Streets	09/16/21	257.78	47603	10/11/21
		46073	Streets	09/16/21	519.86	47603	10/11/21
		46077	Streets	09/20/21	405.83	47603	10/11/21
		46140	Nugent Park Restroom	10/01/21	270.38	47693	10/21/21
Total 1141:					1,592.66		
1189							
1189	KIE Supply Corp	2046102	Blue Tooth Controllers	10/11/21	3,386.42	47695	10/21/21
		2050386	Marina Sprinkler	09/01/21	15.68	47695	10/21/21
		2051149	Parks Supplies	09/16/21	190.96	47695	10/21/21
		2051375	Marina Sprinkler Restock	09/22/21	307.81	47605	10/11/21
		2051584	Water Dept Supplies	09/27/21	1.72	47695	10/21/21
		2052704	Water Dept Supplies	10/19/21	71.53	47756	10/27/21
Total 1189:					3,974.12		
1204							
1204	KOHU/KQFM RADIO	INV-14167	2021 Rodeo Recap Sponsor	09/01/21	249.50	47696	10/21/21
		INV-14168	2021 Rodeo Recap Sponsor	09/01/21	249.50	47696	10/21/21
Total 1204:					499.00		
1208							
1208	Kopacz Nursery & Florist	6985	Parks Department-Root Stimulator	08/31/21	47.90	47757	10/27/21
Total 1208:					47.90		
1211							
1211	Krogh, Theresa	SEPT2021	Weddings	10/01/21	50.00	47607	10/11/21
Total 1211:					50.00		
1257							
1257	LEHR	S166896	OUTFIT POLICE VEHICLE	10/21/21	14.24	47758	10/27/21
		SI64764	OUTFIT POLICE VEHICLE	08/26/21	5.14	47608	10/11/21
		SI65208	OUTFIT POLICE VEHICLE	09/03/21	14.22	47608	10/11/21
		SI65409	OUTFIT POLICE VEHICLE	09/13/21	714.00	47608	10/11/21
		SI65410	OUTFIT POLICE VEHICLE	09/13/21	714.00	47608	10/11/21
		SI65564	OUTFIT POLICE VEHICLE	09/16/21	31.15	47608	10/11/21
Total 1257:					1,492.75		
1263							
1263	Les Schwab Tires	1801231675	Tires/Repairs-Golf Course	09/08/21	33.98	47697	10/21/21
Total 1263:					33.98		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
1272							
1272	Life Flight Network Foundation	2021-2022	Life Flight Membership	10/14/21	1,180.00	47698	10/21/21
Total 1272:					1,180.00		
1282							
1282	Linguistic Services	92909-21	Bilingual Assessment- Marisela and Salud	10/24/21	120.00	47759	10/27/21
Total 1282:					120.00		
1297							
1297	Lohman, Jason	2110-815639	Reimbursement for Clothing Allowance	10/18/21	300.01	47699	10/21/21
Total 1297:					300.01		
1311							
1311	Lucky Wash	1557	Pressure Wash Marina	10/20/21	3,740.00	47700	10/21/21
Total 1311:					3,740.00		
1432							
1432	Mendoza, Guadalupe	TRAINING10	WWTP Training	10/25/21	192.50	47609	10/11/21
Total 1432:					192.50		
1552							
1552	Nichols, Tom	SLIPRELEA	Key Deposit	09/24/21	10.00	47610	10/11/21
Total 1552:					10.00		
1556							
1556	Nobles, Kelly	REFUND 09.	OAPA Day Two Training Refund	09/30/21	20.00	47611	10/11/21
Total 1556:					20.00		
1561							
1561	Norco Inc.	33178970	Cylinder Rental	09/30/21	45.30	47703	10/21/21
		33178970	Cylinder Rental	09/30/21	45.30	47703	10/21/21
Total 1561:					90.60		
1562							
1562	North Central Labs of Wisc	460640	Sewer Test Supplies	10/01/21	136.21	47704	10/21/21
Total 1562:					136.21		
1563							
1563	North Coast Electric Co.	S011248621.	Nugent park	10/08/21	826.52	47705	10/21/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1563:					826.52		
1580							
1580	NW Farm Supply Inc.	2109-152242	Golf Course Supplies	09/20/21	152.87	47613	10/11/21
		2109-152242	AP Credit	09/20/21	129.99-	47613	10/11/21
		2109-155955	Park Supplies	09/29/21	.69	47613	10/11/21
		2109-156473	Parks Supplies-gator	09/30/21	49.99	47613	10/11/21
Total 1580:					73.56		
1605							
1605	Old Republic Surety Company	W150332814	City Manager Bond	10/04/21	150.00	47614	10/11/21
Total 1605:					150.00		
1629							
1629	Oregon Assoc of Water Util	31657	Fall Conference-Guadalupe Mendoza	09/30/21	335.00	47615	10/11/21
Total 1629:					335.00		
1636							
1636	Oregon Dept of Revenue	STATEASSO	State Court Assessments	10/01/21	21,565.50	47616	10/11/21
Total 1636:					21,565.50		
1637							
1637	Oregon Dept of State Lands	WETLAND D	Wetland Delineation/Determination report cover form	10/25/21	475.00	47763	10/27/21
		WETLANDD	Umatilla Bridge Wetland Deliniation	10/27/21	475.00	47777	10/27/21
Total 1637:					950.00		
1646							
1646	Oregon Permit Technicians Assn	MORALES20	Conference Registration Form	10/12/21	360.00	47706	10/21/21
Total 1646:					360.00		
1657							
1657	Oriental Trading Company	712348920-0	Programming Supplies	10/13/21	17.66	47707	10/21/21
Total 1657:					17.66		
1676							
1676	OXARC Inc.	31362342	Chlorine Cylinders	09/23/21	1,033.86	47708	10/21/21
		31362343	Chlorine Cylinders-Golf Course	09/16/21	1,006.20	47708	10/21/21
		31362344	Chlorine Cylinders	09/16/21	503.10	47708	10/21/21
		31379612	Crack sealing supplies	10/14/21	237.89	47708	10/21/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1676:					2,781.05		
1684							
1684	Pacific Power	0010.10.14.2	820 6th St.	10/14/21	46.59	47710	10/21/21
		0013.10.14.2	Highway 395 & 730 Interti Well	10/14/21	3,357.85	47710	10/21/21
		0021.09.27.2	McNary Ind. Park	09/27/21	7,544.72	47617	10/11/21
		0028.09.17.2	golf course	09/17/21	3,400.97	47617	10/11/21
		0039.09.27.2	McFarland Well	09/27/21	2,236.91	47617	10/11/21
		0054.10.21.2	282 Powerline Rd.	10/21/21	6.52	47764	10/27/21
		0062.09.20.2	Shop Complex	09/20/21	26.82	47617	10/11/21
		0062.10.14.2	Shop Complex	10/14/21	53.64	47710	10/21/21
		0070.10.13.2	8th & F SE Corner	10/13/21	48.77	47710	10/21/21
		0096.09.23.2	6th & A St.	09/24/21	19.88	47617	10/11/21
		0096.10.21.2	6th & A St.	10/21/21	19.48	47764	10/27/21
		0104.09.27.2	Street Lights	09/27/21	2,634.71	47617	10/11/21
		0112.10.14.2	800 6th St.	10/14/21	60.45	47710	10/21/21
		0112.10.14.2	700 6th St.	10/14/21	250.31	47710	10/21/21
		0112.10.14.2	700 6th St.	10/14/21	250.30	47710	10/21/21
		0112.10.14.2	700 6th St.	10/14/21	250.31	47710	10/21/21
		0146.10.14.2	Bud Draper Dr.	10/14/21	5,190.97	47710	10/21/21
		0153.10.14.2	Water Booster Station	10/14/21	2,877.26	47710	10/21/21
		0161.10.14.2	Port Well	10/14/21	5,008.82	47710	10/21/21
		0179.09.27.2	285 Radar Rd.	09/27/21	495.94	47617	10/11/21
		0187.10.14.2	Div 7 Naches Ave. Lift	10/14/21	28.13	47710	10/21/21
		0377.09.23.2	Bath House Marina	09/23/21	243.92	47617	10/11/21
		0377.10.21.2	Bath House Marina	10/21/21	240.71	47764	10/27/21
		0385.09.23.2	Fish Cleaning Station	09/23/21	20.18	47617	10/11/21
		0385.10.21.2	Fish Cleaning Station	10/21/21	26.61	47764	10/27/21
		0393.09.23.2	West End Comfort Station	09/23/21	24.10	47617	10/11/21
		0393.10.21.2	West End Comfort Station	10/21/21	23.50	47764	10/27/21
		0401.09.23.2	15 HP Pump Marina Levy	09/23/21	346.81	47617	10/11/21
		0401.10.21.2	15 HP Pump Marina Levy	10/21/21	401.92	47764	10/27/21
		0419.09.23.2	Quincy Ave. N 2nd @ Marina	09/23/21	116.34	47617	10/11/21
		0419.10.21.2	Quincy Ave. N 2nd @ Marina	10/21/21	181.70	47764	10/27/21
		0427.09.23.2	Marina Park	09/23/21	1,165.83	47617	10/11/21
		0427.10.21.2	Marina Park	10/21/21	1,045.75	47764	10/27/21
		0435.09.23.2	1710 Quincy St.	09/23/21	193.98	47617	10/11/21
		0435.10.21.2	1710 Quincy St.	10/21/21	194.93	47764	10/27/21
		0443.10.12.2	Marina Lights	10/12/21	135.28	47710	10/21/21
		0476.09.23.2	ABT 30322 HWY 730	09/23/21	25.51	47617	10/11/21
		0476.10.21.2	ABT 30322 HWY 730	10/21/21	24.82	47764	10/27/21
		0500.10.14.2	129 Walla Walla St.	10/14/21	37.70	47710	10/21/21
Total 1684:					38,258.94		
1686							
1686	Pacific Power	REQUEST#8	Power to Golf Sheds	10/08/21	1,516.90	47709	10/21/21
		WO#806356	Power to Golf Sheds	08/16/21	3,996.00	47709	10/21/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1686:					5,512.90		
1688							
1688	Pacificcorp (Joint Use)	CR201918	Contact Rental	10/15/21	460.00	47711	10/21/21
Total 1688:					460.00		
1737							
1737	Pet Rescue	223	Dog Impounds	10/12/21	550.00	47714	10/21/21
Total 1737:					550.00		
1763							
1763	Platt	2C14483	Water Supplies	09/30/21	76.56	47620	10/11/21
Total 1763:					76.56		
1774							
1774	Postmaster	11/26/2021	Renew Permit #26-Media Mail	11/26/21	132.50	47621	10/11/21
		11/26/2021	Renew Permit #26-Media Mail	11/26/21	132.50	47621	10/11/21
		FIRSTCLAS	FIRST CLASS	10/06/21	122.50	47621	10/11/21
		FIRSTCLAS	FIRST CLASS	10/06/21	122.50	47621	10/11/21
Total 1774:					510.00		
1791							
1791	PRO RENTAL & SALES, INC.	1588366-000	Haul Bounce Houses for City Fest	08/31/21	166.40	47623	10/11/21
		1589198-000	Nugent Park Bathrooms Demo	09/07/21	2,656.00	47623	10/11/21
		1602290-000	Water tank-boom lift	10/01/21	1,116.40	47623	10/11/21
		1604407-000	Nugent Park Restrooms Demo	10/08/21	1,102.60	47715	10/21/21
		1604644-000	Nugent Park Restrooms Demo	10/08/21	261.00	47715	10/21/21
		1606301-000	Installing underground power to cart sheds	10/08/21	66.70	47715	10/21/21
		1606301-000	Installing underground power to cart sheds	10/08/21	66.70	47715	10/21/21
		1606511-000	Removing Hanging Baskets from Streetlights	10/08/21	165.80	47715	10/21/21
Total 1791:					5,601.60		
1818							
1818	Quill Corporation	154021354	Office Supplies	09/20/21	3.87	47624	10/11/21
		154021354	Office Supplies	09/20/21	.77	47624	10/11/21
		154021354	Office Supplies	09/20/21	1.55	47624	10/11/21
		154021354	Office Supplies	09/20/21	2.32	47624	10/11/21
		154021354	Office Supplies	09/20/21	2.32	47624	10/11/21
		154021354	Office Supplies	09/20/21	1.55	47624	10/11/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		154021354	Office Supplies	09/20/21	.21	47624	10/11/21
		19682046	Planning Supplies	09/20/21	88.55	47624	10/11/21
		19682046	Marina Supplies	09/20/21	74.99	47624	10/11/21
		19723600	Office Supplies	09/20/21	76.72	47624	10/11/21
		19723600	Office Supplies	09/20/21	15.24	47624	10/11/21
		19723600	Office Supplies	09/20/21	30.74	47624	10/11/21
		19723600	Office Supplies	09/20/21	45.98	47624	10/11/21
		19723600	Office Supplies	09/20/21	45.98	47624	10/11/21
		19723600	Office Supplies	09/20/21	30.74	47624	10/11/21
		19723600	Office Supplies	09/20/21	4.50	47624	10/11/21
		19724313	Office Supplies	09/22/21	22.65	47624	10/11/21
		19724313	Office Supplies	09/22/21	4.50	47624	10/11/21
		19724313	Office Supplies	09/22/21	9.07	47624	10/11/21
		19724313	Office Supplies	09/22/21	13.57	47624	10/11/21
		19724313	Office Supplies	09/22/21	13.57	47624	10/11/21
		19724313	Office Supplies	09/22/21	9.07	47624	10/11/21
		19724313	Office Supplies	09/22/21	1.34	47624	10/11/21
		19754154	Marina Supplies	09/22/21	21.29	47624	10/11/21
		19817592	Office Supplies	09/27/21	3.25	47716	10/21/21
		19817592	Office Supplies	09/27/21	.65	47716	10/21/21
		19817592	Office Supplies	09/27/21	1.30	47716	10/21/21
		19817592	Office Supplies	09/27/21	1.95	47716	10/21/21
		19817592	Office Supplies	09/27/21	1.95	47716	10/21/21
		19817592	Office Supplies	09/27/21	1.30	47716	10/21/21
		19817592	Office Supplies	09/27/21	.19	47716	10/21/21
		19921929	supplies-Building	09/24/21	12.98	47624	10/11/21
		19951298	Office Supplies	10/01/21	1.65	47716	10/21/21
		19951298	Office Supplies	10/01/21	.33	47716	10/21/21
		19951298	Office Supplies	10/01/21	.66	47716	10/21/21
		19951298	Office Supplies	10/01/21	.99	47716	10/21/21
		19951298	Office Supplies	10/01/21	.99	47716	10/21/21
		19951298	Office Supplies	10/01/21	.66	47716	10/21/21
		19951298	Office Supplies	10/01/21	.11	47716	10/21/21
		19951366	Office Supplies	10/01/21	68.98	47716	10/21/21
		19951366	Office Supplies	10/01/21	13.71	47716	10/21/21
		19951366	Office Supplies	10/01/21	27.64	47716	10/21/21
		19951366	Office Supplies	10/01/21	41.34	47716	10/21/21
		19951366	Office Supplies	10/01/21	41.34	47716	10/21/21
		19951366	Office Supplies	10/01/21	27.64	47716	10/21/21
		19951366	Office Supplies	10/01/21	4.04	47716	10/21/21
		19956220	Office Supplies	10/01/21	20.26	47716	10/21/21
		19956220	Office Supplies	10/01/21	4.02	47716	10/21/21
		19956220	Office Supplies	10/01/21	8.12	47716	10/21/21
		19956220	Office Supplies	10/01/21	12.14	47716	10/21/21
		19956220	Office Supplies	10/01/21	12.14	47716	10/21/21
		19956220	Office Supplies	10/01/21	8.12	47716	10/21/21
		19956220	Office Supplies	10/01/21	1.18	47716	10/21/21
		19957743	Marina Supplies	10/01/21	153.99	47716	10/21/21
		19987423	Marina Supplies	09/24/21	385.46	47624	10/11/21
		19987528	Office Supplies	10/04/21	3.68	47716	10/21/21
		19987528	Office Supplies	10/04/21	.73	47716	10/21/21
		19987528	Office Supplies	10/04/21	1.47	47716	10/21/21
		19987528	Office Supplies	10/04/21	2.21	47716	10/21/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		19987528	Office Supplies	10/04/21	2.21	47716	10/21/21
		19987528	Office Supplies	10/04/21	1.47	47716	10/21/21
		19987528	Office Supplies	10/04/21	.22	47716	10/21/21
		20094202	Office Supplies	10/06/21	45.88	47716	10/21/21
		20094202	Office Supplies	10/06/21	9.12	47716	10/21/21
		20094202	Office Supplies	10/06/21	18.38	47716	10/21/21
		20094202	Office Supplies	10/06/21	27.50	47716	10/21/21
		20094202	Office Supplies	10/06/21	27.50	47716	10/21/21
		20094202	Office Supplies	10/06/21	18.38	47716	10/21/21
		20094202	Office Supplies	10/06/21	2.67	47716	10/21/21
		20094726	Office Supplies	10/06/21	3.07	47716	10/21/21
		20094726	Office Supplies	10/06/21	.61	47716	10/21/21
		20094726	Office Supplies	10/06/21	1.23	47716	10/21/21
		20094726	Office Supplies	10/06/21	1.84	47716	10/21/21
		20094726	Office Supplies	10/06/21	1.84	47716	10/21/21
		20094726	Office Supplies	10/06/21	1.23	47716	10/21/21
		20094726	Office Supplies	10/06/21	.17	47716	10/21/21
		20158563	Marina Toner	10/11/21	285.96	47716	10/21/21
		20260897	Office Supplies	10/13/21	75.83	47766	10/27/21
		20260897	Office Supplies	10/13/21	15.07	47766	10/27/21
		20260897	Office Supplies	10/13/21	30.38	47766	10/27/21
		20260897	Office Supplies	10/13/21	45.45	47766	10/27/21
		20260897	Office Supplies	10/13/21	45.45	47766	10/27/21
		20260897	Office Supplies	10/13/21	30.38	47766	10/27/21
		20260897	Office Supplies	10/13/21	4.45	47766	10/27/21
		20261046	Chair for Marisela	10/14/21	149.99	47766	10/27/21
		219752903	Office Supplies	09/22/21	80.08	47624	10/11/21
		219752903	Office Supplies	09/22/21	15.91	47624	10/11/21
		219752903	Office Supplies	09/22/21	32.08	47624	10/11/21
		219752903	Office Supplies	09/22/21	47.99	47624	10/11/21
		219752903	Office Supplies	09/22/21	47.99	47624	10/11/21
		219752903	Office Supplies	09/22/21	32.08	47624	10/11/21
		219752903	Office Supplies	09/22/21	4.71	47624	10/11/21
					<hr/>		
					2,495.38		
					<hr/>		
1846							
1846	RDO Equipment Co.	W4617465	Parks Mower Repair	09/28/21	290.01	47717	10/21/21
		W4622065	Marina Equipment	10/04/21	206.92	47625	10/11/21
					<hr/>		
					496.93		
					<hr/>		
1929							
1929	S.S. EQUIPMENT	IH43439A	tractor repair	09/10/21	64.12	47767	10/27/21
		L3130	Kubota repairs	09/27/21	309.21	47767	10/27/21
		WH10271	PARKS EQUIP MAINTENANCE	09/27/21	309.21	47628	10/11/21
					<hr/>		
					682.54		
					<hr/>		
1943							
1943	Sanitary Disposal, Inc.	818725	City Clean Up Project	05/01/21	2,738.97	47629	10/11/21
		JULY2021	Refuse Collection	07/31/21	67,699.22	47557	10/01/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		SEPT2021	Refuse Collection	10/01/21	82,180.24	47718	10/21/21
		SEPT2021	Refuse Collection	10/01/21	13,148.84-	47718	10/21/21
Total 1943:					139,469.59		
1944							
1944	Sanitary Disposal, Transfer St	712667	Bio Solids	06/17/21	127.01	47768	10/27/21
		712676	Bio Solids	06/17/21	138.58	47768	10/27/21
Total 1944:					265.59		
1977							
1977	Seder Architecture + Urban Des,	21	Umatilla Business Center	10/16/21	1,235.00	47719	10/21/21
		21	Umatilla Business Center	10/16/21	1,235.00	47719	10/21/21
Total 1977:					2,470.00		
1981							
1981	SEITZ, BRANDON	NRPA2021-2	Travel Reimbursement- Seitz	09/23/21	112.79	47558	10/01/21
Total 1981:					112.79		
1989							
1989	Setina Mgf Co., Inc.	232804	Police Vehicle Partitions	09/30/21	2,060.25	47630	10/11/21
Total 1989:					2,060.25		
2021							
2021	Simplot Grower Solutions	757135222	Marina weed control	09/09/21	493.75	47631	10/11/21
		757135223	Umatilla Marina Weed Control	09/09/21	440.00	47631	10/11/21
		757135239	Parks supplies	09/09/21	1,405.00	47631	10/11/21
		757135374	Marina park supply	09/16/21	2,500.00	47631	10/11/21
		757135992	Fertilizer	10/12/21	760.00	47769	10/27/21
Total 2021:					5,598.75		
2059							
2059	Smitty's Ace Hardware	658259	marina Supplies	09/07/21	8.97	47633	10/11/21
		658320	Park Supplies	09/08/21	79.84	47633	10/11/21
		658676	Golf Course	09/15/21	39.02	47633	10/11/21
		658970	Water Dept. Supplies	09/21/21	164.73	47633	10/11/21
		659161	Water Dept. Supplies	09/24/21	59.63	47633	10/11/21
		659346	marina Supplies	09/28/21	25.17	47633	10/11/21
		659519	marina Supplies	10/01/21	23.97	47633	10/11/21
		659521	marina Supplies	10/01/21	5.00-	47633	10/11/21
		659786	marina Supplies	10/06/21	51.49	47720	10/21/21
		660089	Park Supplies	10/12/21	9.99	47720	10/21/21
		660103	Waste Water Supplies	10/12/21	14.54	47720	10/21/21
		660134	Water Dept. Supplies	10/12/21	115.23	47720	10/21/21
		660134	Supplies	10/12/21	49.99	47720	10/21/21
		660211	Golf Course	10/13/21	11.01	47720	10/21/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		660394	Clothing allowance	10/17/21	99.98	47720	10/21/21
		660395	Water Dept. Supplies	10/17/21	20.00-	47720	10/21/21
		660410	Halloween Supplies	10/18/21	34.16	47720	10/21/21
		660685	Golf Course	10/22/21	66.70	47770	10/27/21
		660795	Golf Course	10/25/21	76.98	47770	10/27/21
Total 2059:					906.40		
2076							
2076	Specks Printing	8602	Business Cards-Marisela Morales	10/06/21	65.00	47721	10/21/21
		8618	Business Cards-Egan	10/18/21	65.00	47721	10/21/21
		8620	Business Cards-Esmeralda	10/19/21	32.50	47721	10/21/21
		8620	Business Cards-Esmeralda	10/19/21	32.50	47721	10/21/21
		8634	Printed Forms and Supplies	10/26/21	104.65	47771	10/27/21
		8634	Printed Forms and Supplies	10/26/21	20.93	47771	10/27/21
		8634	Printed Forms and Supplies	10/26/21	41.86	47771	10/27/21
		8634	Printed Forms and Supplies	10/26/21	5.98	47771	10/27/21
		8634	Printed Forms and Supplies	10/26/21	62.79	47771	10/27/21
		8634	Printed Forms and Supplies	10/26/21	62.79	47771	10/27/21
Total 2076:					494.00		
2138							
2138	SYNCHRONY BANK/AMAZON	09.15.2021	Fees	09/15/21	45.07	47634	10/11/21
		4379358498	Library Supplies	08/13/21	678.28	47634	10/11/21
		8936698979	Library programming	09/10/21	24.95	47634	10/11/21
Total 2138:					748.30		
2148							
2148	Talos Engineering, Inc.	1797	Telemetry and SCADA Upgrade	07/28/21	6,832.50	47636	10/11/21
		1797	Telemetry and SCADA Upgrade	07/28/21	6,832.50	47636	10/11/21
		1800	Golf Well	09/29/21	1,121.27	47636	10/11/21
		1801	Project Billing-Telemetry and SCADA Upgrade	07/29/21	7,444.73	47636	10/11/21
		1801	Project Billing-Telemetry and SCADA Upgrade	07/29/21	7,444.73	47636	10/11/21
		1802	Project Billing-Telemetry and SCADA Upgrade	07/29/21	8,896.87	47636	10/11/21
		1802	Project Billing-Telemetry and SCADA Upgrade	07/29/21	8,896.86	47636	10/11/21
		1812	Lift Stations	08/04/21	906.76	47636	10/11/21
		1850	Water Department	10/06/21	141.20	47722	10/21/21
		1856	Telemetry and SCADA Upgrade	10/13/21	22,202.50	47722	10/21/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		1856	Telemetry and SCADA Upgrade	10/13/21	22,202.50	47722	10/21/21
Total 2148:					92,922.42		
2152							
2152	Tassie, Matt	092821	Reimbursement - Sample Delivery Per Diem	09/28/21	41.25	47559	Multiple
		092821	Reimbursement - Sample Delivery Per Diem	09/28/21	41.25-		
		TRAVELREI	Travel Reimbursement-Diversion Samples	10/12/21	41.25	47654	10/12/21
Total 2152:					41.25		
2178							
2178	The Emblem Authority	32652	Pink Shoulder Patches	10/19/21	250.00	47724	10/21/21
Total 2178:					250.00		
2214							
2214	Tom Denchel Ford Country	FOCS33862	Auto Repairs	08/26/21	36.15	47725	10/21/21
		FOCS33862	Auto Repairs	08/26/21	36.14	47725	10/21/21
		FOCS33862	Auto Repairs	08/26/21	36.15	47725	10/21/21
		FOCS33862	Auto Repairs	08/26/21	36.14	47725	10/21/21
Total 2214:					144.58		
2227							
2227	Traffic Safety Supply Co.	INV041970	Stop Signs	09/10/21	732.89	47640	10/11/21
		INV042417	Street Signs	09/23/21	57.57	47640	10/11/21
Total 2227:					790.46		
2244							
2244	Trojan UV Inc	SLS/1031129	Waste Water Treatment Plant	08/13/21	5,433.38	47727	10/21/21
Total 2244:					5,433.38		
2266							
2266	Umatilla County	100121	County Surveyor Review Fee - Cleaver Partition	10/01/21	400.00	47560	10/01/21
		100121-2	County GIS Review Fee	10/01/21	50.00	47561	10/01/21
Total 2266:					450.00		
2270							
2270	Umatilla County Circuit Court	21VI63810G	Bail Transer-Jeremiah Garcia	10/01/21	25.00	47641	10/11/21
		MOHANAUIJ	Bail Transfer-Mohan AUJA-SP21263281	10/11/21	265.00	47728	10/21/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2270:					290.00		
2273							
2273	Umatilla County Finance Dept	COUNTYAS	County Assesment	10/01/21	2,729.50	47642	10/11/21
Total 2273:					2,729.50		
2281							
2281	Umatilla Elect. Coop. Assoc.	4907.10.01.2	Lights for Waterfall	10/01/21	35.00	47729	10/21/21
		6190.10.01.2	60 HP Pump	10/01/21	38.84	47729	10/21/21
		6190.10.01.2	Beach Access	10/01/21	70.00	47729	10/21/21
		7216.10.01.2	5 HP Sewer Pump	10/01/21	41.88	47729	10/21/21
		7216.10.01.2	Street Lights	10/01/21	101.88	47729	10/21/21
Total 2281:					287.60		
2287							
2287	Umatilla Museum & Historical Fo	GOLF2021	GOLF TOURNAMENT Credit	10/20/21	150.00	47730	10/21/21
Total 2287:					150.00		
2291							
2291	Umatilla School District	10212021-1	Water Heater at Umatilla Senior Center	10/21/21	2,217.75	47774	10/27/21
Total 2291:					2,217.75		
2293							
2293	Unifirst Corporation	1430300032	White Hand Towel Rolls	07/09/21	54.70	47644	10/11/21
		1430300032	White Hand Towel Rolls	07/09/21	54.70	47644	10/11/21
		1430300032	White Hand Towel Rolls	07/09/21	54.70	47644	10/11/21
		1430300032	White Hand Towel Rolls	07/09/21	54.70	47644	10/11/21
		1430306548	Bldg Maint/Supplies CH/Library	09/24/21	19.89	47644	10/11/21
		1430306548	Bldg Maint/Supplies CH/Library	09/24/21	30.81	47644	10/11/21
		1430306548	Bldg Maint/Supplies CH/Library	09/24/21	30.80	47644	10/11/21
		1430307141	Bldg Maint/Supplies CH/Library	10/01/21	19.89	47644	10/11/21
		1430307141	Bldg Maint/Supplies CH/Library	10/01/21	30.81	47644	10/11/21
		1430307141	Bldg Maint/Supplies CH/Library	10/01/21	30.80	47644	10/11/21
		1430308344	Bldg Maint/Supplies CH/Library	10/15/21	19.89	47731	10/21/21
		1430308344	Bldg Maint/Supplies CH/Library	10/15/21	30.81	47731	10/21/21
		1430308344	Bldg Maint/Supplies CH/Library	10/15/21	30.80	47731	10/21/21
		1430308667	Waste Water Supplies	10/19/21	117.65	47775	10/27/21
		1430308668	Public Works supplies				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			Shop	10/19/21	169.68	47775	10/27/21
		1430308669	Marina Mop Heads	10/19/21	4.54	47775	10/27/21
		1430308670	Golf Course	10/19/21	25.79	47731	10/21/21
		1430308671	Mats for Police Department	10/19/21	16.61	47775	10/27/21
		1430308959	Bldg Maint/Supplies CH/Library	10/15/21	10.44	47775	10/27/21
		1430308959	Bldg Maint/Supplies CH/Library	10/15/21	16.17	47775	10/27/21
		1430308959	Bldg Maint/Supplies CH/Library	10/15/21	16.18	47775	10/27/21
Total 2293:					840.36		
2295							
2295	Uni-Tech Communications Inc.	14630	Repair Phones Call Forwarding	09/24/21	630.78	47645	10/11/21
		14648	panasonic Phone and blue tooth headset.	10/18/21	419.64	47732	10/21/21
Total 2295:					1,050.42		
2299							
2299	UNITED RENTALS INC	197542022-0	Lind Ditch	08/30/21	364.40	47646	10/11/21
		198596703-0	Equipment Rental WWTP	09/28/21	221.88	47646	10/11/21
Total 2299:					586.28		
2307							
2307	UPS	0000084WV8	PD Postage	10/02/21	17.96	47733	10/21/21
Total 2307:					17.96		
2314							
2314	USA Bluebook Inc.	755844	WWTP Lab Supplies	10/12/21	112.05	47734	10/21/21
		756065	WWTP Lab Supplies	10/12/21	103.91	47734	10/21/21
		760587	Water Department Supplies	10/15/21	74.18	47734	10/21/21
Total 2314:					290.14		
2337							
2337	Verizon Wireless	9888548587	Mobile Hotspots	09/15/21	122.18	47647	10/11/21
		9889740384	Cell Phone Administrator	10/02/21	312.44	47735	10/21/21
		9889740384	Building Inspector Phone	10/02/21	31.91	47735	10/21/21
		9889740384	Public Works Phones	10/02/21	87.59	47735	10/21/21
		9889740384	Public Works Phones	10/02/21	87.58	47735	10/21/21
		9889740384	Public Works Phones	10/02/21	87.59	47735	10/21/21
		9889740384	Police Cell Phones	10/02/21	1,148.91	47735	10/21/21
		9890741661	Mobile Hotspots	10/15/21	33.66	Multiple	10/27/21
Total 2337:					1,911.86		
2361							
2361	Capital One	1637746045	Dues/Fees	09/19/21	5.64	47571	10/11/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2361:					5.64		
2564							
2564	Rose Hart Pest Control	32428	Marina Spider Control	09/21/21	300.00	47627	10/11/21
Total 2564:					300.00		
2612							
2612	Hermiston Transportation	5033	Senior/Disabled Tax Ticket	10/20/21	289.00	47683	10/21/21
Total 2612:					289.00		
2629							
2629	Cleaver Land, LLC	OPTAMEND	Option Agreement Amendment Payment	09/30/21	20,000.00	47554	10/01/21
Total 2629:					20,000.00		
2695							
2695	Umpqua Research Company	M063423	Lab Testing-Drinking Water	10/01/21	330.00	47643	10/11/21
		T005224	Coliforms	09/20/21	250.00	47643	10/11/21
Total 2695:					580.00		
2723							
2723	T Mobile	8369.09.21.2	Library hotspots	09/21/21	165.52	47635	10/11/21
Total 2723:					165.52		
2768							
2768	Tice Psy D, Lindsay	WILSONT20	Pre Hire Evaluation	10/22/21	550.00	47773	10/27/21
Total 2768:					550.00		
2782							
2782	Business Radio Licensing	20110914/20	Radio licensing 2021	10/01/21	105.00	47569	10/11/21
Total 2782:					105.00		
2852							
2852	City of Umatilla	6002.09.30.2	Marina Refuse	09/30/21	803.36	47666	10/21/21
		8092.09.30.2	Golf Course Refuse	09/30/21	114.80	47666	10/21/21
Total 2852:					918.16		
2892							
2892	First Book Marketplace	700450167	Books	09/21/21	24.00	47590	10/11/21
Total 2892:					24.00		
2897							
2897	Revd Up	4201	RV Park/Golf Course	08/01/21	13,710.00	47626	10/11/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2897:					13,710.00		
2898							
2898	TestAmerica Laboratories, Inc.	7800001574	Laboratory Testing	09/27/21	3,107.50	47638	10/11/21
Total 2898:					3,107.50		
2901							
2901	Anatek Labs	2115929	WWTP Qrtly Metals Testing	09/27/21	525.00	47659	10/21/21
Total 2901:					525.00		
2922							
2922	City of Hermiston	9006	Gov't Affairs service-West End Umatilla Co. Priorities	10/15/21	6,000.00	47740	10/27/21
Total 2922:					6,000.00		
2924							
2924	Blackstone Publishing	12444651	audio books	09/14/21	7.95	47660	10/21/21
		1245245	audio books	09/17/21	21.34	47568	10/11/21
Total 2924:					29.29		
2938							
2938	Khehra Brothers LLC	SEPT/OCT2	Pro Shop Rent Sept-Oct 2021	10/01/21	2,400.00	47555	10/01/21
Total 2938:					2,400.00		
2944							
2944	Mosca Designs	33300	Christmas Decorations	11/01/21	42,025.60	47761	10/27/21
Total 2944:					42,025.60		
2960							
2960	Pendleton Bottling Co.	1087120	Retail for Golf Course	09/03/21	138.40	47619	10/11/21
		1087788	Retail for Golf Course	09/24/21	85.30	47619	10/11/21
		1088023	Retail for Golf Course	10/01/21	193.20	47619	10/11/21
		1088246	Retail for Golf Course	10/08/21	89.30	47713	10/21/21
		1088456	Retail for Golf Course	10/15/21	101.90	47713	10/21/21
		1088685	Retail for Golf Course	10/22/21	74.25	47765	10/27/21
Total 2960:					682.35		
2981							
2981	Doug's Septic Service Inc.	22413	Portable Toilet-Golf Course	09/30/21	225.00	47583	10/11/21
Total 2981:					225.00		
2982							
2982	Pelzer Golf Supplies	10-21123	Golf Retail	10/08/21	1,001.10	47712	10/21/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		9-21065	Golf Retail	09/01/21	66.01	47712	10/21/21
		9-21066	Golf Retail	09/01/21	32.85	47712	10/21/21
Total 2982:					1,099.96		
2995							
2995	Vern's Food Service Distribution	160258-00	Golf Course	10/01/21	341.61	47648	10/11/21
Total 2995:					341.61		
3006							
3006	Cobra Puma Golf	G2696224	Golf Course Retail for Pro Shop	10/10/21	71.76	47667	10/21/21
		G2702599	Golf Course Retail for Pro Shop	10/21/21	865.03	47741	10/27/21
Total 3006:					936.79		
3024							
3024	Hodgen Distributing	240660	Retail Product for Golf Course	09/28/21	376.68	47596	10/11/21
		241140	Retail Product for Golf Course	10/05/21	167.28	47596	10/11/21
		241595	Retail Product for Golf Course	10/12/21	148.56	47684	10/21/21
Total 3024:					692.52		
3038							
3038	Taylor Made Golf Company Inc.	35333496	Merchandise for Pro Shop	09/13/21	148.21	47637	10/11/21
		35371017	Merchandise for Pro Shop	10/07/21	218.40	47772	10/27/21
		35379345	Merchandise for Pro Shop	10/15/21	218.40	47772	10/27/21
Total 3038:					585.01		
3043							
3043	DirectTV	039513239X	TV for Golf Course	10/15/21	111.98	47746	10/27/21
Total 3043:					111.98		
3062							
3062	Northwest Golf Cars	17041K	Tournament Fleet Rentals	08/20/21	1,200.00	47762	10/27/21
		17100K	Tournament Fleet Rentals	09/29/21	1,240.00	47612	10/11/21
Total 3062:					2,440.00		
3142							
3142	Claustro, Itzel	CONFEREN	Northwest Gang Conference Hotel	10/05/21	733.45	47577	10/11/21
Total 3142:					733.45		
3146							
3146	Columbia Basin Bait	279168	Bait for marina resale	10/19/21	97.20	47668	10/21/21

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 3146:					97.20		
3165							
3165	Lithia Chrysler Dodge Jeep Ram	665812	Dodge Charger Repair	10/15/21	4,208.02	47760	10/27/21
Total 3165:					4,208.02		
3170							
3170	Crafcoc	9402581305	crack sealing	10/14/21	6,400.96	47669	10/21/21
Total 3170:					6,400.96		
3174							
3174	Myers, Roger Harrison	SEPT2021	RV Host Monthly Payment	10/01/21	300.00	47556	10/01/21
Total 3174:					300.00		
3175							
3175	Kautz, Jeremy	211977KAUT	Overpayment	10/01/21	215.00	47604	10/11/21
Total 3175:					215.00		
3176							
3176	Cardinal Logistics Management	211978NICH	Overpayment-John F. Nichols 211978	10/01/21	215.00	47572	10/11/21
Total 3176:					215.00		
3177							
3177	Slayden Constructors	212098NEIG	Overpayment-John H Neighbors 212098	10/01/21	215.00	47632	10/11/21
Total 3177:					215.00		
3178							
3178	Paola Sanchez, Elizet	210288ORTE	overpayment-rodriago tejeda ortega	10/01/21	35.00	47618	10/11/21
Total 3178:					35.00		
3179							
3179	Toro Agulera, Maricela	212175TOR	Overpayment-Toto Agulera 212175	10/01/21	5.00	47639	10/11/21
Total 3179:					5.00		
3180							
3180	Kono, Julie Ann	212252MOO	Overpayment-Kevin Elroy Moore-212252	10/01/21	265.00	47606	10/11/21
Total 3180:					265.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
3181							
3181	Espino Garcilazo, Isaias	212138GAR	Overpayment-Isaias Espino Garcilazo 212138	10/01/21	38.00	47588	10/11/21
Total 3181:					38.00		
3182							
3182	Basran, Hardev S.	212026BASR	Overpayment-Hardev S. Basran 212026	10/01/21	215.00	47566	10/11/21
Total 3182:					215.00		
3183							
3183	Preston, Michael J.	210956PRES	Overpayment-Michael Preston 210956	10/01/21	25.00	47622	10/11/21
Total 3183:					25.00		
3184							
3184	Traffic Safety Warehouse	88782A	Street Signs	10/12/21	4,800.00	47726	10/21/21
Total 3184:					4,800.00		
3185							
3185	KHR Mediation	0001279	IWW Project Legal	10/16/21	1,800.00	47694	10/21/21
Total 3185:					1,800.00		
3186							
3186	Mendoza, Kazya	OLCCPERMI	OLCC Permit Reimbursement	10/01/21	41.00	47701	10/21/21
Total 3186:					41.00		
3187							
3187	Teeples, Gerald	SLIPRELEA	Slip Release E9/Key Replacement	09/29/21	95.00	47723	10/21/21
Total 3187:					95.00		
3188							
3188	Myers, Roger	OCTOBER20	RV Hosts	10/20/21	800.00	47702	10/21/21
Total 3188:					800.00		
3189							
3189	Glice USA, Inc.	ES1240	Ice Skating Rink	10/14/21	114,141.42	47748	10/27/21
Total 3189:					114,141.42		
Grand Totals:					852,982.91		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
------------------	------	-------------------	-------------	-----------------	-------------------	-----------------	---------------------

Report Criteria:
Detail report type printed

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution No. 15-2022 - A Resolution to provide the approval of the transfer of a Franchise Agreement, as approved through Ordinance 650, from Sanitary Disposal, Inc. to Waste Connections of Oregon, Inc., an affiliate of Waste Connections, Inc.	Meeting Date: 2021-11-02
---	------------------------------------

Department: City Administration	Director: David Stockdale	Contact Person: David Stockdale	Phone Number:
---	-------------------------------------	---	----------------------

Cost of Proposal: n/a	Fund(s) Name and Number(s): Refuse - 08
Amount Budgeted: n/a	

Reviewed by Finance Department: Yes	Previously Presented: n/a
---	-------------------------------------

Attachments to Agenda Packet Item:

[Resolution_15-2022 Transfer of Solid Waste Franchise Agreement.docx](#)

[Sanitary Disposal Franchise Agreement.pdf](#)

Summary Statement: The City received notice from Sanitary Disposal of their intent to sell to Waste Connections. Per the Franchise Agreement between the City and Sanitary Disposal, at time of transfer of ownership, the City Council shall be provided an opportunity to either approve or deny the request to transfer the franchise to the new owner. Council discussed this item during their October 19, 2021 Workshop and directed staff to bring this item back for approval on today's Consent Agenda. Recommendation of motion to approve Resolution No. 15-2022 to transfer the Franchise Agreement from Sanitary Disposal to Waste Connections of Oregon.

Consistent with Council Goals: Goal 3: Enhance and Cultivate Relationships and Partnerships.
--

RESOLUTION NO. 15 – 2022

A RESOLUTION TO PROVIDE THE APPROVAL OF THE TRANSFER OF A FRANCHISE AGREEMENT, AS APPROVED THROUGH ORDINANCE 650, FROM SANITARY DISPOSAL, INC. TO WASTE CONNECTIONS OF OREGON, INC. AN AFFILIATE OF WASTE CONNECTIONS, INC.

WHEREAS, through adoption of Ordinance 650 dated March 4, 1997 Council established an exclusive solid waste collection Franchise Agreement with Sanitary Disposal, Inc.; and

WHEREAS, Sanitary Disposal, Inc. has provided notification to the City of their pending sale to Waste Connections of Oregon, Inc.; and

WHEREAS, Section 4-2-4 of the Franchise Agreement requires that “such franchise may be transferred only upon approval of the City Council.”; and

WHEREAS, Council discussed this matter during their Work shop held on October 19, 2021 and directed staff to prepare a resolution to approve the transfer of the Franchise Agreement and to place the item on the Consent Agenda at their next scheduled meeting.

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

1. The requested transfer of the Exclusive Solid Waste Collection Franchise Agreement as established through Ordinance 650 dated March 4, 1997 from Sanitary Disposal, Inc. to Waste Connections of Oregon, Inc. is hereby approved.

PASSED by the City Council and **SIGNED** by the Mayor this 2nd day of November, 2021.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

ORDINANCE NO. 650

Eddie Wilson
add revision 3
Jan.

AN ORDINANCE REGULATING SOLID WASTE DISPOSAL, COLLECTION AND RECYCLING; ENABLING THE GRANTING OF AN EXCLUSIVE SOLID WASTE COLLECTION FRANCHISE TO SANITARY DISPOSAL, INC., ITS SUCCESSOR AND ASSIGNS; PROVIDING FOR INSPECTION; PROVIDING PENALTIES; REPEALING ORDINANCE NO 443; AND DECLARING AN EMERGENCY

THE CITY OF UMATILLA ORDAINS AS FOLLOWS:

SECTION 1. Short Title. This ordinance shall be known as the "Solid Waste Management Ordinance" and may also be so cited and pleaded and shall be cited herein as "this ordinance."

SECTION 2. Chapter 2 of Title 4, entitled Solid Waste Disposal, is amended to read:

4-2-1 **PURPOSE, POLICY AND SCOPE:** It is declared to be the public policy of the City of Umatilla to regulate solid waste management to:

- A. Ensure safe, economical and comprehensive solid waste service;
- B. Ensure rates that are just and reasonable and adequate to provide necessary public service;
- C. Prohibit rate preferences and any other practice that might be discriminatory; and
- D. Provide for technologically and economically feasible recycling and resource recovery by and through the franchisee.

4-2-2: **DEFINITIONS:** When used in this Chapter, unless the context requires otherwise:

CITY: Where the city limits are extended, the City shall include such extended geographic boundaries.

COMPENSATION INCLUDES:

- (1) Any type of consideration paid for service including, but not limited to, rent, the proceeds from resource recovery, any direct or indirect provision for the payment of money, goods, services or benefits by tenants, lessees, occupants or similarly situated persons;
- (2) The exchange of service between persons; and
- (3) The flow of consideration from a person owning, possessing or generating solid waste to another person who provides services or from a person providing services to another person owning, possessing or generating solid waste.

COUNCIL: The City Council of the City of Umatilla.

FRANCHISEE: Sanitary Disposal, Inc. to whom a franchise is granted by the City Council pursuant to this ordinance. Such franchise shall grant exclusive rights to provide service and solid waste management service for compensation.

GROSS RECEIPTS: All revenue received from providing solid waste management service under this franchise.

RECYCLABLE MATERIALS: Any material or group of materials that can be collected and sold for recycling at a net cost equal to or less than the cost of collection and disposal of the same material.

RESOURCE RECOVERY: The process of obtaining useful material or energy resources from solid waste, including energy recovery, material recovery, recycling and reuse of solid waste.

SERVICE: The collection, transportation, storage, transfer, disposal of or the resource recovery from solid waste.

SOLID WASTE: All putrescible and non-putrescible wastes, including but not limited to garbage, rubbish, refuse, ashes, waste paper, cardboard, grass clippings, compost, tires, equipment and furniture; sewage sludge, septic tank and cesspool pumpings or other sludge; commercial, industrial, demolition and construction wastes; discarded or abandoned vehicles or parts thereof; discarded home or industrial appliances; manure, vegetable or animal solid and semi-solid wastes, dead animals, infectious waste as defined in ORS 459-387, and other wastes; but the term does not include:

- (1) Hazardous waste as defined in ORS 446.005.
- (2) Materials used for fertilizer or for other productive purposes or which are salvageable as such materials are used on land in agricultural operations and the growing or harvesting of crops and the raising of fowls or animals.
- (3) Beverage containers, subject to reuse or refund provisions, contained in ORS 459A.700 to 459A.740.

SOLID WASTE MANAGEMENT: The prevention or reduction of solid waste; management of the storage, collection, transportation, treatment, utilization, processing and final disposal of solid waste; or resource recovery from solid waste; and facilities necessary or convenient to such activities.

WASTE: Material that is no longer usable or wanted by the source of the material, which material is to be utilized or disposed of by another person. For the purpose of this paragraph, "utilized" means the productive use of wastes through recycling, reuse, salvage, resource recovery, energy recovery or landfilling for reclamation, habilitation or rehabilitation of land.

4-2-3: ACTIVITIES AND PRACTICES REGULATED.

- A. Except as otherwise provided in this ordinance, it shall be unlawful for any person other than the franchise holder under the provisions of Section 4-2-4 below to provide solid waste management service in the City of Umatilla for compensation.

B. Nothing in this franchise shall:

- (1) Prohibit a federal or state agency that collects, stores, transports or disposes of waste, solid waste or recyclable materials, or those who contract with such agencies to perform the service, but only insofar as the service is performed by or for the federal or state agency.
- (2) Prohibit any person in the City from hauling his own waste, solid waste or recyclable materials in a lawful manner; provided, however, that no person will be permitted to haul such waste, solid waste or recyclable material for any other person or firm;
- (3) Prohibit a generator of source separated recyclable material from selling or exchanging such material to any person for fair market value for recycling or reuse;
- (4) Prohibit any person from transporting, disposing of or resource recovering, sewage sludge, septic pumpings or cesspool pumpings;
- (5) Prohibit any person licensed as a motor vehicle wrecker under ORS 481.435 et seq. from collecting, transporting, disposing of or utilizing motor vehicles or motor vehicle parts;
- (6) Prohibit any person transporting solid waste through the City that is not collected within the City;
- (7) Prohibit a contractor registered under ORS Chapter 701 from hauling waste created in connection with the demolition, construction or remodeling of a building or structure or in connection with land clearing and development. Such waste shall be hauled in equipment owned by the contractor and operated by the contractor's employees;
- (8) Prohibit the collection, transportation and reuse of repairable or cleanable discards by private charitable organizations regularly engaged in such business or activity and not engaged in the regular business of collection of putrescible solid waste;
- (9) Prohibit a non-profit charitable, benevolent or civic organization from collecting recyclable materials provided that such collection is not a regular or periodic business of such organization. The organizations shall comply with all applicable provisions of this chapter;
- (10) Prohibit a person from transporting or disposing of waste that is produced as an incidental part of the regular carrying on of the business of janitorial service, gardening or landscaping service, or rendering (These sources do not include the collection, transportation or disposal of accumulated or stored wastes generated or produced by other persons.); and
- (11) Require franchisee to store, collect, transport, dispose of or resource recover any hazardous waste as defined by or pursuant to ORS Chapter 466; provided, however, that franchisee may engage in a separate business of handling such wastes separate and apart from this franchise and chapter.

4-2-4: **EXCLUSIVE FRANCHISE AND TERM OF FRANCHISE:** There is hereby granted to Sanitary Disposal, Inc., an Oregon corporation, the exclusive right, franchise and privilege of using the streets of the City to provide solid waste management service for commercial, industrial and residential establishments within the City of Umatilla. The rights, privileges and franchise herein granted shall begin on April 1, 197, and shall be considered as a continuing five-year franchise. That is, beginning January 1 of each year, the franchise will be considered renewed for an additional five-year term, unless at least thirty (30) days prior to January 1 of any year either party shall notify the other party in writing of intent to terminate further renewals of the franchise. Upon the giving of such notice of termination, the franchisee shall have a franchise which will terminate five (5) years from the date of the notice of termination of renewals. The Council may later extend the term or reinstate continuing renewals upon mutual agreement with the franchisee. Nothing in this section restricts the Council from suspending, modifying or revoking the franchise for cause pursuant to Section 4-2-11 of this ordinance. Such franchise may be transferred only upon approval of the City Council. The sale of shares, merger, consolidation, reorganization or restructuring in which the current shareholders are no longer the principal owners and managers shall be treated as a transfer of interest requiring approval.

4-2-5: **PRACTICES PROHIBITED WITHOUT A FRANCHISE:** Unless exempted by Section 4-2-3 or granted a franchise, no person shall:

- A. Solicit for service customers,
- B. Advertise the providing of service, or
- C. Transport solid waste other than his own.

4-2-6: **RESPONSIBILITY OF FRANCHISEE:**

- A. The franchisee shall provide collection service to any resident of the City of Umatilla as long as the resident pays for said service.
- B. The franchisee shall make available solid waste management service as defined in Section 4-2-2 of this ordinance to customers in the City not less than once per week.
- C. The franchisee shall use proper and suitable equipment for the hauling, removal and transportation of solid waste. All equipment for transporting solid waste on public roadways within the City of Umatilla shall be covered, and all equipment for handling said waste material shall be equipped with a metal body, water tight and drip proof to the greatest extent practicable. All equipment shall be kept clean at all times, and sufficient equipment shall be kept on hand to properly and adequately remove all solid waste, subject to the terms of this ordinance.
- D. Lids shall be replaced on all receptacles by the collector after emptying the receptacle.
- E. The franchisee shall use a disposal facility site that is approved by the Department of Environmental Quality (DEQ) and the City.
- F. The franchisee shall, without charge to the City, pick up, carry away and dispose of any and all waste materials placed by the City of Umatilla in suitable containers which hold solid waste generated by the City of Umatilla. It is understood, however, that the

franchisee may impose reasonable charges to the City for extraordinary disposal activities such as the removal of demolition materials.

- G. The franchisee may subcontract with others to provide a portion of the service where the franchisee does not have the necessary equipment or service capability. Such a subcontract shall not relieve the franchisee of total responsibility for providing and maintaining service and from compliance with this ordinance. Franchisee shall provide written notice to the City of its intention to subcontract any portion of the service and receive City approval prior to entering into such agreement. The subcontractor shall comply with all provisions of this ordinance.
- H. The franchisee, in conjunction with the City, shall develop and implement an "opportunity to recycle" program that meets the mandated state recycling program requirements.
- I. The franchisee shall permit inspection by the City of the franchisee's facilities, equipment and personnel at reasonable times. The franchisee shall keep proper books and records covering his solid waste collection, removal, disposal and recycling operations, which books and records shall be open to inspection by the City at reasonable times.
- J. The franchisee shall comply with all laws relating to solid waste management service.
- K. The franchisee shall submit a certificate of public liability insurance with a thirty (30) day notice of cancellation clause, acceptable to the City, which will cover its business operation including each vehicle operated by said franchisee. The insurance coverage shall be in amounts not less than the minimum requirements of the Oregon Tort Claims Act as now enacted or hereafter amended. The insurance shall indemnify and save the City harmless against liability or damage which may arise or occur from an injury to persons or property as a result of said franchisee's operation of the solid waste business. The City shall be named as an additional insured.
- L. The franchise granted under this ordinance shall be conditioned upon the franchisee indemnifying and saving harmless the City of Umatilla against any liability or damage which may arise or occur to the City of Umatilla from any injury to persons or property as a result of the franchise holder's operations under this ordinance.
- M. The franchisee shall provide a performance bond in the amount of five thousand dollars (\$5,000), with a surety licensed to do business in the State of Oregon, conditioned upon the full and faithful performance of this agreement and franchise and this ordinance. In the event that the council finds that the franchisee has adequate experience and otherwise meets the requirements to guarantee service, it may waive, by resolution, all or part of the bond requirements.

4-2-7:

RATES: Any person who receives solid waste management service from franchisee shall be responsible for payment of such service. The rates to be charged to all persons by the franchisee shall be reasonable and uniform, taking into consideration the cost of performing the service rendering by the franchisee, the anticipated increase in the cost of providing this service, the necessity that the franchisee have a reasonable operating margin, and rates and fees charged in other and similar municipalities. The rates may be changed by resolution during the term of the franchise if approved by the City Council. Said rates shall be on file at the recorder's office for public inspection.

4-2-8: **BILLING, COLLECTION AND FRANCHISE FEE:** The City shall do the billing and collecting of solid waste service fees and shall retain fourteen per cent (14%) of the gross collections in payment of three percent (3%) franchise fee and eleven per cent (11%) for billing and collection service, and pay the balance to Sanitary Disposal, Inc. Such percentage shall be reviewed and may be changed by resolution of Council at any time when the franchisee submits a request for rate review. *

4-2-9: **CHARGES TO THE CITY:** The City can request the Franchisee provide dropboxes, haul and disposal of waste generated on City owned properties for a charge equal to the disposal costs the Transfer Station pays Finley Buttes Landfill for disposing of the waste. The franchisee shall provide the City a copy of the Finley Buttes Landfill rates whenever there is a rate adjustment.

4-2-10: **OWNERSHIP RECYCLABLE MATERIALS:** All recyclable materials located, placed or deposited in a container, drop box or receptacle intended to be collected by the franchisee shall belong to the franchisee. It shall be unlawful for any person other than the franchisee to remove recyclable material from such receptacles, and any person removing such materials in violation of this section shall be guilty of a misdemeanor and subject to the penalties defined in Section 4-2-16 of this ordinance.

4-2-11: **PUBLIC RESPONSIBILITY:** In addition to and not in lieu of compliance with ORS Chapter 459 and other applicable laws and regulations:

- A. Customers shall take appropriate actions to ensure that hazardous materials, chemicals, paint, corrosive materials, infectious waste or hot ashes are not put into a can, cart, container or drop box. When materials or customers abuse, fire or vandalism causes excessive wear or damage to a cart, container or drop box, the cost of repair or replacement may be charged to the customer.
- B. No unauthorized person shall place materials in or remove materials from a solid waste collection container without permission of the owner of the container. For the purpose of this section, the franchisee is the "owner" of containers supplied by franchisee. Persons to whom the franchisee supplies containers shall be authorized persons within the meaning of this section.
- C. No unauthorized person shall remove solid waste placed out for collection and resource recovery.
- D. Unless permitted by the franchisee, no person shall install or use any container over thirty-two (32) gallons in capacity for pickup by franchisee other than those supplied by franchisee. The purpose of this subsection is to insure safe equipment, sizes and weights, and facilitate franchisee utilizing the most efficient collection equipment and methods.
- E. The franchisee is not required to service an underground container unless the person responsible for it places the container above the ground prior to the time for collection.
- F. Each customer shall provide safe access to the solid waste container or waste without risk or hazard to franchisee's employees, the public or franchisee.
- G. No container designed for mechanical pickup shall exceed safe loading weights or

volumes as established by the franchisee to protect service workers, the customer, the public and the collection equipment.

- H. No container designed for manual pickup shall exceed thirty-two (32) gallons in size or sixty (60) pounds in weight when loaded and eighteen (18) pounds when empty. Such containers shall be made of metal or be solid, fireproof, rodent proof and not be subject to cracking or splitting, and have proper handholds and bails. Containers must be kept in good condition by customer.
- I. Customers using mechanically emptied containers furnished by franchisee shall provide a smooth, level, hard-surfaced area approved by the franchisee for the container.
- J. Unless special service or service equipment is provided by the franchisee for handling unconfined waste, materials such as rubbish and refuse, brush, leaves, tree cuttings and other debris for manual pickup and collection shall be in securely tied bundles or in boxes, sacks or other receptacles, and solid waste so bundled, tied or contained shall not exceed sixty (60) pounds in weight.
- K. Where a customer requires an unusual volume of service or a special type of container requiring substantial investment in equipment, the franchisee may require a contract with the customer as necessary to finance and assure amortization of such equipment. The purpose of this provision is to assure that such equipment does not become a charge against other rate payers who are not benefitted. In no event shall such contract be in effect longer than this ordinance.
- L. Stationary compacting devices for solid wastes shall comply with federal and state safety standards and provide adequate protection to the user and franchisee.
- M. Any vehicle used by a person to transport solid waste shall be so loaded and operated as to prevent the wastes from dropping, sifting, leaking, blowing or otherwise escaping from the vehicle onto any public right-of-way or lands adjacent.
- N. No person shall block access to any container or drop box or roll off box supplied by franchisee.
- O. Every person who generates or produces solid waste shall have removed all putrescible solid waste at least every seven (7) days. More frequent removal may be required where a facility or service involves the public health. All solid waste shall be removed in sufficient frequency as to prevent health hazards or pollution.
- P. All putrescible materials shall be stored in manually emptied containers supplied by the generator or producer or in mechanically emptied containers or drop boxes supplied by the franchisee. When manually or mechanically emptied containers are used, they shall be covered except during loading and emptying. When drop boxes are used, all putrescible materials shall be placed in plastic bags and tied.
- Q. The producer or generator of solid waste shall clean containers and shall keep the area around such container free of accumulated solid waste or wastes. The franchisee shall provide maintenance as required to containers supplied by franchisee. For containers supplied by customer, plastic liners are recommended but not required.
- R. Approved disposal methods shall be as follows:

- (1) No person shall burn, dump, bury, collect, remove or in any other manner dispose of solid waste upon any street, alley, public place or private property within the City except as provided in this ordinance.
- (2) Wastepaper, boxes, rubbish and debris, brush, leaves, grass, wood and cuttings from trees, lawns, shrubs and gardens (but excepting paper, cardboard or wood containers in commercial quantities) may be burned on private property only if the method of burning is approved by the City and is done in accordance with Oregon Department of Environmental Quality rules and regulations.

S. All putrescible solid waste must be drained of excess liquids and wrapped.

T. Ashes will be taken only if placed in a plastic bag and tied.

4-2-12: **SUSPENSION, MODIFICATION OR REVOCATION OF FRANCHISE:**

- A. Failure to provide necessary service or otherwise comply with the provisions of this ordinance after written notice and a reasonable opportunity to comply shall be grounds for modification, suspension or revocation of the franchise.
- B. After written notice from the Council that such grounds exist, the franchise shall have twenty (20) days from the date of mailing of the notice in which to comply or request a public hearing before the Council.
- C. At the public hearing, the franchisee and other interested persons shall have an opportunity to present oral, written or documentary evidence to the Council.
- D. If the franchisee fails to comply within the time specified or if the council hearing is held, with the order of the Council entered upon the basis of findings at the public hearing, the Council may suspend, modify or revoke the franchise or make such action contingent upon continued noncompliance.

4-2-13: **INTERRUPTION OF FRANCHISEE'S SERVICE:** The franchisee agrees, as a condition of this franchise, that whenever the City Council finds that the failure of service or threatened failure of service would result in creation of an immediate and serious health hazard or serious public nuisance, the City Council may, after a minimum of twenty-four (24) hours actual notice to the franchisee and a public hearing if the franchisee requests it, provide or authorize another person to temporarily provide the service or to use and operate the land, facilities and equipment of the franchisee to provide emergency service. If a public hearing is requested by the franchisee, it may be held immediately by the City Council after compliance with the minimum notice requirements for such meetings established by the Oregon Public Meetings law. The City Council shall return any seized property and business upon abatement of the actual or threatened interruption of service and after payment to the City for any net cost incurred in the operation of the solid waste service.

4-2-14: **TERMINATION OF SERVICE BY FRANCHISEE:** The franchisee shall not terminate service to all or a portion of the customers unless:

- A. The street or road access is blocked, and there is no alternate route and provided that the franchisee shall restore service no later than twenty-four (24) hours after street or road access is opened;

- B. As determined by the franchisee, excessive weather conditions render providing service unduly hazardous to persons providing service or to the public or such termination is caused by accidents or casualties caused by an act of God, a public enemy or a vandal, or road access is blocked;
- C. A customer has not paid for provided service after a regular billing and after a written notice to said customer, which notice shall be sent not less than fifteen (15) days after the first regular billing;
- D. Ninety (90) days written notice is given to the City Council and to affected customers, and written approval is obtained from the City Council; or
- E. The customer does not comply with the service standards of Section 4-2-11 of this ordinance.

4-2-15: **BINDING ARBITRATION:** In the event that an irreconcilable difference arises between the City and franchisee on their respective duties and responsibilities under the franchise or ordinance, an arbitration board shall be chosen, consisting of three persons, one chosen by the City, one by the Franchisee and one chosen by the two appointed arbiters who must be approved by both the City and franchisee. The arbiters shall choose a time, date and place within thirty (30) days of appointment of the last arbiter, to hear both sides of the dispute and promptly render a decision that is binding on both the City and the franchisee. Where good cause is shown and recorded in the minutes, the time for decision may be extended as absolutely necessary. Procedure chosen may be that of the American Arbitration Association or that specified in ORS Chapter 36 for court supervised arbitration. Costs shall be split equally between the City and franchisee unless the arbitrators make an award of costs including, without limitation arbiter's time.

4-2-16: **PENALTIES:** Any person violating any of the provisions of this ordinance shall, upon conviction thereof, be fined not to exceed two hundred fifty dollars (\$250). Every day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder. Franchise holders shall be subject to the penalties provided herein for the violation of the provision of this ordinance.

SECTION 3. Amendments. The City or the franchisee may propose amendments to this franchise. Proposed amendment shall be in writing and shall be delivered to the City and the Franchisee. The City Council shall hold a public hearing on the proposed amendments. Franchisee shall be given at least thirty (30) days written notice of such hearing. The City Council may, after public hearing, adopt the amendments. The franchise shall be amended upon acceptance of the amendments by franchisee.

SECTION 4. Acceptance. This ordinance shall become effective when accepted by franchisee and shall then be and become a valid and binding contract between the City and franchisee; provided, however, that this ordinance shall be void unless franchisee shall, within ninety (90) days after final passage of this ordinance, file with the City Recorder of the City a written acceptance of this ordinance and the franchise herein granted.

SECTION 5. Separability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 6. Repeal and Savings Clause. Ordinance No. 357, 421, 443, and 450 are hereby

repealed. Ordinances No. 357, 421, 443, and 450 shall remain in force to authorize the collection of any unpaid accounts and the prosecution of any violations prior to the effective date of this ordinance.

SECTION 7. Emergency Clause. Inasmuch as it is necessary for the health, safety, comfort and convenience of the people of the City of Umatilla that this ordinance have immediate effect, an emergency is hereby declared to exist; and this ordinance shall be in full force and effect from and after its passage by the Council and approval by the Mayor.

PASSED and ADOPTED by the City Council the 4th day of March, 1997,

Voting yes, Council Members: Valerie Jorstad, Mary Dedrick

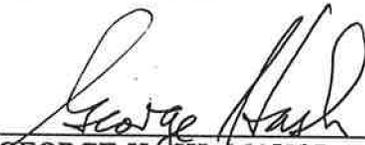
George Fenton, Floyd Mathews and Karla Stuck.

Voting no, Council Members: _____

Absent Council Members: Alan Burk

Abstaining Council Members: _____

And SIGNED in authentication by the Mayor this 4th day of March, 1997.



GEORGE HASH, MAYOR

ATTEST:



Linda Gettmann, City Recorder

ACCEPTED BY FRANCHISEE:

SANITARY DISPOSAL, INC.

By: 

Date: 3/18/97

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: First Reading of Ordinance No. 851 - An ordinance proclaiming the annexation of 146.69 acres located on Tax Lot 200 on Assessors Map 5N2832 and Tax Lot 2500 on Assessors Map 5N28 and withdrawing said property from Umatilla County Sheriff's law enforcement district; accepting written application for annexation from all of the owners of the area and not less than 50 percent of the electors residing therein; making findings; setting the final boundaries of the property to be annexed; and setting the comprehensive plan map and zoning designation for 146.69 acres of annexed property	Meeting Date: 2021-11-02
--	------------------------------------

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

Cost of Proposal: NA	Fund(s) Name and Number(s): N/A
Amount Budgeted: NA	

Reviewed by Finance Department: Yes	Previously Presented: October 5, 2021
---	---

Attachments to Agenda Packet Item:

[ORD 851.docx](#)

[ANX-1-2020 CC Report Cleaver Annexation.pdf](#)

Summary Statement: The Council approved Cleaver Annexation ANX-1-2020 at their October 5, 2021, council meeting. Ordinance 851 will implement Cleaver Annexation ANX-1-2020 amending the Comprehensive Plan Map by expanding City Limits to include 146.69 acres of land. Staff recommends a motion for a first reading by title only of Ordinance No. 851.
--

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

ORDINANCE NO. 851

AN ORDINANCE PROCLAIMING THE ANNEXATION OF 146.69 ACRES LOCATED ON TAX LOT 200 ON ASSESSORS MAP 5N2832 AND TAX LOT 2500 ON ASSESSORS MAP 5N28 AND WITHDRAWING SAID PROPERTY FROM UMATILLA COUNTY SHERIFF'S LAW ENFORCEMENT DISTRICT; ACCEPTING WRITTEN APPLICATION FOR ANNEXATION FROM ALL OF THE OWNERS OF THE AREA AND NOT LESS THAN 50 PERCENT OF THE ELECTORS RESIDING THEREIN; MAKING FINDINGS; SETTING THE FINAL BOUNDARIES OF THE PROPERTY TO BE ANNEXED; AND SETTING THE COMPREHENSIVE PLAN MAP AND ZONING DESIGNATION FOR 146.69 ACRES OF ANNEXED PROPERTY

WHEREAS, certain real properties (hereinafter referred to as Property) located northeast of Powerline Road and I-82 overpass, commonly know as Tax Lot 200 on Assessors Map 5N2832 (TLID #5N28320000200) and Tax Lot 2500 on Assessors Map 5N28 (TLID #5N28000002500), located within the Urban Growth Area of Umatilla, Oregon owned by Cleaver Land, LLC; and

WHEREAS, the owner of the Property requested annexation of the Property into the Umatilla city limits; and

WHEREAS, the Umatilla City Council adopted Ordinance No. 850 amending the City's Urban Growth Boundary to include the Property; and

WHEREAS, the Umatilla City Planning Commission held public hearings on August 2, 2020 to consider annexation request ANX-1-2020, by the applicant to annex the property and recommended approval of the request to the City Council; and

WHEREAS, the Umatilla City Council held public hearings on October 5, 2021 to consider the Planning Commission's recommendation and adopted the Planning Commission's findings and conclusions as its own for ANX-1-2020 in approving the application request.

NOW THEREFORE, THE CITY OF UMATILLA DOES ORDAIN AS FOLLOWS:

Section 1. Findings. The Umatilla City Council does hereby find that:

a. The Property legally described in Section 3 below is within the urban growth area of the City's Comprehensive Plan.

b. The owner of the Property made written application to the City with the consent of the owners for annexation of the Property.

c. The Plan and Zoning designations for the Property are described in Section 5 below.

d. It is not necessary to call or hold an election in the City or in the area requested to be annexed or to hold the hearing otherwise required under ORS 222.120.

e. There is no other city, district, or other municipal corporation involved in the annexation.

Section 2. Consent. All of the owners have consented in writing to this annexation, which are on file with the City, and are hereby accepted.

Section 3. Setting the final boundaries. The final boundaries of the Property hereby annexed are legally described as follows:

(Commonly known as Tax Lot 2500 on Assessors Map 5N28 5N28000002500; Account #124632; TLID #5N28000002500)

TOWNSHIP 5 NORTH, RANGE 28, E.W.M.

Section 29: East Half of the Southeast Quarter
East Half of the Northwest Quarter of the Southeast Quarter
East Half of the Southwest Quarter of the Southeast Quarter
Southeast Quarter of the Southwest Quarter
Excepting therefrom that portion laying Easterly of US I-82

Excepting from the above described lands any portion laying within the US – 82 and County Road right-of-ways.

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

(Commonly known as Tax Lot 200 on Assessors Map 5N28 5N28000002500; Account #124660; TLID #5N28320000200)

TOWNSHIP 5 NORTH, RANGE 28, E.W.M.

Section 32: Northeast Quarter of the Northwest Quarter

Excepting from the above described lands any portion laying within the US – 82 and County Road right-of-ways.

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

The City Limits is amended to include the above described property.

Section 4. Proclamation of annexation and withdrawal from Umatilla County Sheriff’s Law Enforcement District. The City Council does hereby publicly declare and officially announce that the property described in Section 3 above is hereby annexed into the city limits of the City of Umatilla, Oregon as authorized under ORS chapter 125, and does hereby declare the said property withdrawn from the Umatilla County Sheriff’s Law Enforcement District.

Section 5. Comprehensive Plan and Zoning Map Amendment. The Comprehensive Plan and Zoning Map designation of the Property shall be the as follows:

Tax Lot 2500 on Assessors Map 5N28 5N28000002500; Account #124632; TLID #5N28000002500 and Tax Lot 200 on Assessors Map 5N28 5N28000002500; Account #124660; TLID #5N28320000200 shall be the City's Light Industrial (M-1) zone

Section 6. Severability. If any provision of this Ordinance is held to be invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions of this Ordinance that can be given effect without the invalid provision, and to this end the provisions of this Ordinance are severable.

Section 7. Effective date. The effective date of this ordinance shall be 30 days after its passage by the city council and approval by the mayor, or by the council president in the mayor's absence.

PASSED AND ADOPTED by the City Council this 2nd day of November, 2021.

Council members voting yes: _____

Council members voting no: _____

Absent Council members: _____

Abstaining Council members: _____

And **SIGNED** by the Mayor/Council President this 2nd day of November, 2021.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder



City of Umatilla Planning
STAFF REPORT AND RECOMMENDATION
for
ANNEXATION ANX-1-2020

PLANNING COMMISSION HEARING DATE: August 25,
2020/September 22, 2020

CITY COUNCIL HEARING DATE: October 5, 2021

REPORT PREPARED BY: Jacob Foutz, Senior Planner

I. GENERAL INFORMATION AND FACTS

- Applicant:** Cleaver Land, LLC
78757 Westland Road
Hermiston, OR 97838
- Property Owner:** Cleaver Land, LLC
78757 Westland Road
Hermiston, OR 97838
- Land Use Review:** Annex a public street and two parcels of land totaling 146.69 acres.
- Subject Property Description:**
1. Public street named Powerline Rd from Radar Rd to the southern border of Tax Lot 6601 on Assessors map 5N28C.
 2. The Remainder of Tax Lot 1400 on Assessors map 5N28C. All of Tax Lot 6601 on Assessors map 5N28C.
- Existing Zoning:** Exclusive Farm Use (F-1)
- Proposed New Zoning:** City Light Industrial (M1)

Applicants Intended Outcomes of Application Process:

The applicant is working with the City of Umatilla to achieve approval of three applications – an Urban Growth Boundary (UGB) expansion, an Annexation, and a Zone Change – with the desired outcome to have some 450 acres of available land planned and zoned for industrial use. The UGB expansion will add about 150 acres to the UGB; the Annexation will add those same acres within the City Limits; and those actions combined with a Zone Change will add about 450 acres to the industrial land supply. The proposed zoning designation of Light Industrial will support the types of uses – data centers, warehousing and light manufacturing – outlined in the Economic Opportunities Analysis completed by Johnson Economics that indicates that the City of Umatilla is in need of large lot industrial parcels. On page 43 of the Economic Opportunities Analysis it states, “For industrial users, there is an estimated deficit of sites of some sizes. Most notably there is a deficit of suitable large industrial sites, and a deficit of small industrial sites.” This statement is expanded on pages 44 and 45 providing more definition to the needs. At the top of page 45 the report states, “Given the projected short-term growth, and prospective long-term growth in this industry [data centers], Johnson Economics estimates a need for at least two sites of 100+ acres meeting serviceability requirements for data center or large manufacturing users, and at least one additional site of 50+ acres.” Johnson Economics also states on page 41 the following, “...this does not address the more specific site needs from specific categories of employment land users. Some of the forecasted growth includes employers who may have specific site needs and preferences that are not reflected in the available buildable inventory, even though in total the available parcels sum to a significant amount. In particular, there is forecasted demand for more suitable large-lot industrial sites while relatively few of these sites were found in the inventory.” The Johnson Economics provided Economic Opportunities Analysis, while using acreage ranges to discuss needs, does acknowledge that needs for large lots over 100 acres might easily mean upwards of 200 acres for any single user. Examples are a data center request at more than 120 acres and the Walmart Distribution Center at 190 acres. This would also be applicable to the range of 50 to 99.9 acres which could result in users needing 65 acres or 92 acres, an example being the FedEx freight distribution facility at 62.5 acres.

This suite of applications seeks to add 450 acres to the industrial land inventory for the City of Umatilla, meeting this need with the ability to also meet future needs for smaller lot or clustered industrial development which is also identified as a need. The Johnson Economics report on page 45 states the following about small lots, “There is also a projected need from small industrial firms for smaller sites. It is also common for these types of users to also be accommodated in multi-tenant industrial buildings on larger sites.”

The zone change component of this suite of applications does propose to rezone approximately 300 acres from Residential to Industrial. In 2019 the City of Umatilla completed a Goal 10 update that included a buildable lands inventory and a Housing Strategies Report (2019) that indicates an overabundance of residential land. Removal of 300 acres of residential land from the inventory does not negatively impact the land supply for residential development in the 20-year planning period, leaving a continuing surplus of approximately 750 acres.

II. NATURE OF REQUEST/APPLICABLE COMPREHENSIVE PLAN AND ZONING ORDINANCE PROVISIONS

The applicant, Cleaver Land LLC, seeks approval to have a portion of a public street as well as two tax lots situated in the City of Umatilla's urban growth boundary (after adoption PA-2-20) annexed into the City limits.

Approval of this request is subject to Section 10-13-4 of the City of Umatilla Zoning Ordinance which requires a Type IV procedure review and for a zoning designation to be assigned that most closely corresponds to the Comprehensive Plan designation, unless an amendment to the Zoning Map is also proposed.

It is City Staff's recommendation that if the annexation is approved, Powerline Road and the two tax lots be zoned City Light Industrial(M1) to meet needs demonstrated by The Economic Opportunities Analysis and to match the two other applications (PA-2-20, PA-3-20) submitted by the applicant.

III. ANALYSIS

The applicable decision criteria are listed in Chapter 13, Section 4C, as outlined in this report, and the procedures for a Type IV review are contained under Chapter 14, Sections 6(C) and 7 of the City of Umatilla Zoning Ordinance. Generally, unless otherwise noted, if a request is found to be consistent with the Zoning Ordinance it is considered to be consistent with the Comprehensive Plan.

A. City of Umatilla Zoning Ordinance Approval Criteria

All of the following criteria listed under Section 10-13-4C of the Zoning Ordinance must be satisfied and supported with findings and reasons as to how each criterion is met in order for this request to be approved.

1. *The site is within the urban growth boundary for the City.*

Applicants Response: The applicant is requesting an urban growth boundary expansion concurrently with this annexation request followed by a change in zoning to Light Industrial. The applicant is aware that approval of this annexation request is subject to approval of the urban growth boundary expansion. Please see the associated application for an urban growth boundary expansion which sets forth the requirements and the applicant's responses.

Staff Findings: The sites are not currently in the urban growth boundary for the City. This application will go to the City Council only upon the approval of PA-2-20, at which point the sites will be within the urban growth boundary for the City.

Conclusion: The sites are currently not in the urban growth boundary but will be if PA-2-20 is approved. This application is the last part of a 4-application package.

2. *It is economically and technically feasible to provide services to the area.*

Applicants Response: The subject property can be served, economically and technically. In a report submitted to the City of Umatilla on March 9, 2020, engineers with J-U-B analyzed various utility services including Potable Water, Sanitary Sewer, Potable Water Storage and Industrial Wastewater. While the report is limited, there were no barriers to development identified and initial cost estimates were included. The report also discussed connections to the Umatilla Army Depot based on the earlier Goal 11 exception approved by the City of Umatilla to deliver certain services to future development at that location.

Staff Findings: The City of Umatilla had J-U-B Engineers complete an Umatilla Industrial Area Utility Technical Memorandum (dated March 2020) which states that the subject sites, can be served with water, wastewater and industrial wastewater. While there is slope on the subject property it is limited to the eastern edge, sloping down to Interstate 82. Most of the property, particularly the frontage along Powerline Road, is reasonably flat.

Conclusion: According to the UTM, the subject property has been deemed viable to be served with water, wastewater and industrial wastewater. In addition, all other City services are technically and economically feasible.

3. *The proposal is consistent with the Comprehensive Plan or substantial changes in conditions have occurred which render the Plan inapplicable to the annexation.*

Applicants Response: Two changes have occurred that support this request. The first is the completion of the 2019 Economic Opportunities Analysis which calls out the need for large lot industrial opportunities, which this application package seeks to directly address. The City of Umatilla is in the process of adopting that Economic Opportunities Analysis along with a Goal 9 Economic update to the Comprehensive Plan. Secondly, since adoption of the Comprehensive Plan, the Oregon Department of Transportation in cooperation with the Federal Highway Administration constructed Interstate 82 with an Interchange installed to the south of the subject property connecting Powerline Road to the Interstate. This change has created an environment that is conducive to light industrial development, such as data centers, warehousing, and light manufacturing, in the vicinity. The subject property is in an area that can be serviced by the City of Umatilla and connect to the Interstate transportation system at the Powerline Road Interchange, limiting impacts to other activities within the City of Umatilla.

Staff Findings: For annexation requests, Comprehensive Plan Policy 14.10.103 specifies that the City will annex lands upon request “when it is demonstrated that such annexations are consistent with the Comprehensive Plan policies and within the capabilities of the City’s services and facilities.” This policy is implemented in the City of Umatilla Zoning Ordinance, as outlined and discussed under Sections III(A)(1) and (2) of this report, which require property proposed to be annexed to be located within the urban growth boundary and for services to be technically and economically feasible to serve the property. As indicated above, these provisions were found to be met or capable of being met.

Conclusion: The 3 Plan Amendments which will go before this application will allow for these criteria to be met in this application. The Comprehensive Plan recognizes property within the urban growth boundary as land intended to be brought into the city limits when requested, if services can technically and economically be provided to serve the use of the property. Services to the subject public street either already exist, or are capable of being provided as necessary, to serve the use of the abutting properties. Planning staff concludes that the proposal complies with all other applicable Comprehensive Plan policies in regards to this annexation request. This application will not be approved unless PA-2-20 is approved by The City of Umatilla City Council.

B. City of Umatilla Zoning Ordinance Section 10-13-4(B) – Zoning Designation

When approving an annexation request, Section 10-13-4(B) of the Zoning Ordinance requires the City to assign a zoning designation that most closely corresponds to the Comprehensive Plan designation, unless an amendment to the Zoning Map is proposed.

Staff Findings: As stated before an amendment to the Zoning Map is proposed and it is City Staff's recommendation that if the annexation is approved, Powerline Road and the two tax lots be zoned City Light Industrial(M1) to meet needs demonstrated by The Economic Opportunities Analysis and to match the two other applications (PA-2-20, PA-3-20) submitted by the applicant.

Conclusion: It is the Staff's recommendation that Powerline Road and the two tax lots be assigned City Light Industrial. This proposed designation is what will best fit the property directly surrounding the annexed land if PA-3-20 is adopted.

Applicants Conclusion:

In conclusion the applicant encourages the Planning Commission and City Council to approve this request for Annexation as part of the application process to expand the Urban Growth Boundary and rezone the subject property to Light Industrial. Evidence has been provided in support of the need for large lot industrial opportunities as outlined in the attached Economic Opportunities Analysis. Additional evidence has been provided that the subject property can be served in the attached Umatilla Industrial Area Utility Technical Memorandum. Transportation impacts are not discussed as part of this application but have been included in the analysis for both the Urban Growth Boundary Expansion and the change in Comprehensive Plan designation and Zoning Map amendment. Any necessary Conditions of Approval associated with the future development of the property have been incorporated into the request for changing the Comprehensive Plan designation to Industrial and the Zoning to Light industrial or the Urban Growth Boundary expansion.

IV. SUMMARY CONCLUSIONS AND STAFF RECOMMENDATION

This request by the applicant, Cleaver Land LLC, to annex a public street named Powerline Rd from Radar Rd to the southern border of Tax Lot 6601 on Assessors map 5N28C and the remainder of Tax Lot 1400, along with all of Tax Lot 6601 on Assessors map 5N28C into the City of Umatilla city limits as assigned City Light Industrial appears to meet all of the applicable decision criteria for annexation into the city limits.

Therefore, based on the information in Sections I and II of this report, and the above review criteria,

findings of fact and conclusions contained in Section III, Staff recommends the Planning Commission recommend **APPROVAL** of this annexation request, ANX-1-2020, to the Umatilla City Council to annex the following into the city limits;

Powerline Rd from Radar Rd to the southern border of Tax Lot 6601 on Assessors map 5N28C and the remainder of Tax Lot 1400, along with all of Tax Lot 6601 on Assessors map 5N28C as assigned City Light Industrial.

V. EXHIBITS (Attached and included as part of this report).

Exhibit A Area map showing existing city limits and property proposed to be annexed



CLEAVER LAND ANNEXATION SITE PLAN

Legend

- City Limits
- Urban Growth Boundary
- Tax Lots (3/23/20)
- Proposed Annexation Area

Feet

0 500 1,000 1,500

Map should be used for reference purposes only. Not survey grade or for legal use.

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Adoption of Ordinance No. 851 - An ordinance proclaiming the annexation of 146.69 acres located on Tax Lot 200 on Assessors Map 5N2832 and Tax Lot 2500 on Assessors Map 5N28 and withdrawing said property from Umatilla County Sheriff's law enforcement district; accepting written application for annexation from all of the owners of the area and not less than 50 percent of the electors residing therein; making findings; setting the final boundaries of the property to be annexed; and setting the comprehensive plan map and zoning designation for 146.69 acres of annexed property	Meeting Date: 2021-11-02
---	------------------------------------

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

Cost of Proposal: NA	Fund(s) Name and Number(s): N/A
Amount Budgeted: NA	

Reviewed by Finance Department: Yes	Previously Presented: October 5, 2021
---	---

Attachments to Agenda Packet Item:

[ORD 851.docx](#)

[ANX-1-2020 CC Report Cleaver Annexation.pdf](#)

Summary Statement: The Council approved Cleaver Annexation ANX-1-2020 at their October 5, 2021, council meeting. Ordinance 851 will implement Cleaver Annexation ANX-1-2020 amending the Comprehensive Plan Map by expanding City Limits to include 146.69 acres of land. Staff recommends a motion to approve Ordinance No. 851.
--

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

ORDINANCE NO. 851

AN ORDINANCE PROCLAIMING THE ANNEXATION OF 146.69 ACRES LOCATED ON TAX LOT 200 ON ASSESSORS MAP 5N2832 AND TAX LOT 2500 ON ASSESSORS MAP 5N28 AND WITHDRAWING SAID PROPERTY FROM UMATILLA COUNTY SHERIFF'S LAW ENFORCEMENT DISTRICT; ACCEPTING WRITTEN APPLICATION FOR ANNEXATION FROM ALL OF THE OWNERS OF THE AREA AND NOT LESS THAN 50 PERCENT OF THE ELECTORS RESIDING THEREIN; MAKING FINDINGS; SETTING THE FINAL BOUNDARIES OF THE PROPERTY TO BE ANNEXED; AND SETTING THE COMPREHENSIVE PLAN MAP AND ZONING DESIGNATION FOR 146.69 ACRES OF ANNEXED PROPERTY

WHEREAS, certain real properties (hereinafter referred to as Property) located northeast of Powerline Road and I-82 overpass, commonly know as Tax Lot 200 on Assessors Map 5N2832 (TLID #5N28320000200) and Tax Lot 2500 on Assessors Map 5N28 (TLID #5N28000002500), located within the Urban Growth Area of Umatilla, Oregon owned by Cleaver Land, LLC; and

WHEREAS, the owner of the Property requested annexation of the Property into the Umatilla city limits; and

WHEREAS, the Umatilla City Council adopted Ordinance No. 850 amending the City's Urban Growth Boundary to include the Property; and

WHEREAS, the Umatilla City Planning Commission held public hearings on August 2, 2020 to consider annexation request ANX-1-2020, by the applicant to annex the property and recommended approval of the request to the City Council; and

WHEREAS, the Umatilla City Council held public hearings on October 5, 2021 to consider the Planning Commission's recommendation and adopted the Planning Commission's findings and conclusions as its own for ANX-1-2020 in approving the application request.

NOW THEREFORE, THE CITY OF UMATILLA DOES ORDAIN AS FOLLOWS:

Section 1. Findings. The Umatilla City Council does hereby find that:

- a. The Property legally described in Section 3 below is within the urban growth area of the City's Comprehensive Plan.
- b. The owner of the Property made written application to the City with the consent of the owners for annexation of the Property.
- c. The Plan and Zoning designations for the Property are described in Section 5 below.
- d. It is not necessary to call or hold an election in the City or in the area requested to be annexed or to hold the hearing otherwise required under ORS 222.120.
- e. There is no other city, district, or other municipal corporation involved in the annexation.

Section 2. Consent. All of the owners have consented in writing to this annexation, which are on file with the City, and are hereby accepted.

Section 3. Setting the final boundaries. The final boundaries of the Property hereby annexed are legally described as follows:

(Commonly known as Tax Lot 2500 on Assessors Map 5N28 5N28000002500; Account #124632; TLID #5N28000002500)

TOWNSHIP 5 NORTH, RANGE 28, E.W.M.

Section 29: East Half of the Southeast Quarter
East Half of the Northwest Quarter of the Southeast Quarter
East Half of the Southwest Quarter of the Southeast Quarter
Southeast Quarter of the Southwest Quarter
Excepting therefrom that portion laying Easterly of US I-82

Excepting from the above described lands any portion laying within the US – 82 and County Road right-of-ways.

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

(Commonly known as Tax Lot 200 on Assessors Map 5N28 5N28000002500; Account #124660; TLID #5N28320000200)

TOWNSHIP 5 NORTH, RANGE 28, E.W.M.

Section 32: Northeast Quarter of the Northwest Quarter

Excepting from the above described lands any portion laying within the US – 82 and County Road right-of-ways.

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

The City Limits is amended to include the above described property.

Section 4. Proclamation of annexation and withdrawal from Umatilla County Sheriff’s Law Enforcement District. The City Council does hereby publicly declare and officially announce that the property described in Section 3 above is hereby annexed into the city limits of the City of Umatilla, Oregon as authorized under ORS chapter 125, and does hereby declare the said property withdrawn from the Umatilla County Sheriff’s Law Enforcement District.

Section 5. Comprehensive Plan and Zoning Map Amendment. The Comprehensive Plan and Zoning Map designation of the Property shall be the as follows:

Tax Lot 2500 on Assessors Map 5N28 5N28000002500; Account #124632; TLID #5N28000002500 and Tax Lot 200 on Assessors Map 5N28 5N28000002500; Account #124660; TLID #5N28320000200 shall be the City's Light Industrial (M-1) zone

Section 6. Severability. If any provision of this Ordinance is held to be invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions of this Ordinance that can be given effect without the invalid provision, and to this end the provisions of this Ordinance are severable.

Section 7. Effective date. The effective date of this ordinance shall be 30 days after its passage by the city council and approval by the mayor, or by the council president in the mayor's absence.

PASSED AND ADOPTED by the City Council this 2nd day of November, 2021.

Council members voting yes: _____

Council members voting no: _____

Absent Council members: _____

Abstaining Council members: _____

And **SIGNED** by the Mayor/Council President this 2nd day of November, 2021.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder



City of Umatilla Planning
STAFF REPORT AND RECOMMENDATION
for
ANNEXATION ANX-1-2020

PLANNING COMMISSION HEARING DATE: August 25,
2020/September 22, 2020

CITY COUNCIL HEARING DATE: October 5, 2021

REPORT PREPARED BY: Jacob Foutz, Senior Planner

I. GENERAL INFORMATION AND FACTS

Applicant: Cleaver Land, LLC
78757 Westland Road
Hermiston, OR 97838

Property Owner: Cleaver Land, LLC
78757 Westland Road
Hermiston, OR 97838

Land Use Review: Annex a public street and two parcels of land
totaling 146.69 acres.

Subject Property Description:

1. Public street named Powerline Rd from Radar Rd to the southern border of Tax Lot 6601 on Assessors map 5N28C.
2. The Remainder of Tax Lot 1400 on Assessors map 5N28C. All of Tax Lot 6601 on Assessors map 5N28C.

Existing Zoning: Exclusive Farm Use (F-1)

Proposed New Zoning: City Light Industrial (M1)

Applicants Intended Outcomes of Application Process:

The applicant is working with the City of Umatilla to achieve approval of three applications – an Urban Growth Boundary (UGB) expansion, an Annexation, and a Zone Change – with the desired outcome to have some 450 acres of available land planned and zoned for industrial use. The UGB expansion will add about 150 acres to the UGB; the Annexation will add those same acres within the City Limits; and those actions combined with a Zone Change will add about 450 acres to the industrial land supply. The proposed zoning designation of Light Industrial will support the types of uses – data centers, warehousing and light manufacturing – outlined in the Economic Opportunities Analysis completed by Johnson Economics that indicates that the City of Umatilla is in need of large lot industrial parcels. On page 43 of the Economic Opportunities Analysis it states, “For industrial users, there is an estimated deficit of sites of some sizes. Most notably there is a deficit of suitable large industrial sites, and a deficit of small industrial sites.” This statement is expanded on pages 44 and 45 providing more definition to the needs. At the top of page 45 the report states, “Given the projected short-term growth, and prospective long-term growth in this industry [data centers], Johnson Economics estimates a need for at least two sites of 100+ acres meeting serviceability requirements for data center or large manufacturing users, and at least one additional site of 50+ acres.” Johnson Economics also states on page 41 the following, “...this does not address the more specific site needs from specific categories of employment land users. Some of the forecasted growth includes employers who may have specific site needs and preferences that are not reflected in the available buildable inventory, even though in total the available parcels sum to a significant amount. In particular, there is forecasted demand for more suitable large-lot industrial sites while relatively few of these sites were found in the inventory.” The Johnson Economics provided Economic Opportunities Analysis, while using acreage ranges to discuss needs, does acknowledge that needs for large lots over 100 acres might easily mean upwards of 200 acres for any single user. Examples are a data center request at more than 120 acres and the Walmart Distribution Center at 190 acres. This would also be applicable to the range of 50 to 99.9 acres which could result in users needing 65 acres or 92 acres, an example being the FedEx freight distribution facility at 62.5 acres.

This suite of applications seeks to add 450 acres to the industrial land inventory for the City of Umatilla, meeting this need with the ability to also meet future needs for smaller lot or clustered industrial development which is also identified as a need. The Johnson Economics report on page 45 states the following about small lots, “There is also a projected need from small industrial firms for smaller sites. It is also common for these types of users to also be accommodated in multi-tenant industrial buildings on larger sites.”

The zone change component of this suite of applications does propose to rezone approximately 300 acres from Residential to Industrial. In 2019 the City of Umatilla completed a Goal 10 update that included a buildable lands inventory and a Housing Strategies Report (2019) that indicates an overabundance of residential land. Removal of 300 acres of residential land from the inventory does not negatively impact the land supply for residential development in the 20-year planning period, leaving a continuing surplus of approximately 750 acres.

II. NATURE OF REQUEST/APPLICABLE COMPREHENSIVE PLAN AND ZONING ORDINANCE PROVISIONS

The applicant, Cleaver Land LLC, seeks approval to have a portion of a public street as well as two tax lots situated in the City of Umatilla's urban growth boundary (after adoption PA-2-20) annexed into the City limits.

Approval of this request is subject to Section 10-13-4 of the City of Umatilla Zoning Ordinance which requires a Type IV procedure review and for a zoning designation to be assigned that most closely corresponds to the Comprehensive Plan designation, unless an amendment to the Zoning Map is also proposed.

It is City Staff's recommendation that if the annexation is approved, Powerline Road and the two tax lots be zoned City Light Industrial(M1) to meet needs demonstrated by The Economic Opportunities Analysis and to match the two other applications (PA-2-20, PA-3-20) submitted by the applicant.

III. ANALYSIS

The applicable decision criteria are listed in Chapter 13, Section 4C, as outlined in this report, and the procedures for a Type IV review are contained under Chapter 14, Sections 6(C) and 7 of the City of Umatilla Zoning Ordinance. Generally, unless otherwise noted, if a request is found to be consistent with the Zoning Ordinance it is considered to be consistent with the Comprehensive Plan.

A. City of Umatilla Zoning Ordinance Approval Criteria

All of the following criteria listed under Section 10-13-4C of the Zoning Ordinance must be satisfied and supported with findings and reasons as to how each criterion is met in order for this request to be approved.

1. *The site is within the urban growth boundary for the City.*

Applicants Response: The applicant is requesting an urban growth boundary expansion concurrently with this annexation request followed by a change in zoning to Light Industrial. The applicant is aware that approval of this annexation request is subject to approval of the urban growth boundary expansion. Please see the associated application for an urban growth boundary expansion which sets forth the requirements and the applicant's responses.

Staff Findings: The sites are not currently in the urban growth boundary for the City. This application will go to the City Council only upon the approval of PA-2-20, at which point the sites will be within the urban growth boundary for the City.

Conclusion: The sites are currently not in the urban growth boundary but will be if PA-2-20 is approved. This application is the last part of a 4-application package.

2. *It is economically and technically feasible to provide services to the area.*

Applicants Response: The subject property can be served, economically and technically. In a report submitted to the City of Umatilla on March 9, 2020, engineers with J-U-B analyzed various utility services including Potable Water, Sanitary Sewer, Potable Water Storage and Industrial Wastewater. While the report is limited, there were no barriers to development identified and initial cost estimates were included. The report also discussed connections to the Umatilla Army Depot based on the earlier Goal 11 exception approved by the City of Umatilla to deliver certain services to future development at that location.

Staff Findings: The City of Umatilla had J-U-B Engineers complete an Umatilla Industrial Area Utility Technical Memorandum (dated March 2020) which states that the subject sites, can be served with water, wastewater and industrial wastewater. While there is slope on the subject property it is limited to the eastern edge, sloping down to Interstate 82. Most of the property, particularly the frontage along Powerline Road, is reasonably flat.

Conclusion: According to the UTM, the subject property has been deemed viable to be served with water, wastewater and industrial wastewater. In addition, all other City services are technically and economically feasible.

3. *The proposal is consistent with the Comprehensive Plan or substantial changes in conditions have occurred which render the Plan inapplicable to the annexation.*

Applicants Response: Two changes have occurred that support this request. The first is the completion of the 2019 Economic Opportunities Analysis which calls out the need for large lot industrial opportunities, which this application package seeks to directly address. The City of Umatilla is in the process of adopting that Economic Opportunities Analysis along with a Goal 9 Economic update to the Comprehensive Plan. Secondly, since adoption of the Comprehensive Plan, the Oregon Department of Transportation in cooperation with the Federal Highway Administration constructed Interstate 82 with an Interchange installed to the south of the subject property connecting Powerline Road to the Interstate. This change has created an environment that is conducive to light industrial development, such as data centers, warehousing, and light manufacturing, in the vicinity. The subject property is in an area that can be serviced by the City of Umatilla and connect to the Interstate transportation system at the Powerline Road Interchange, limiting impacts to other activities within the City of Umatilla.

Staff Findings: For annexation requests, Comprehensive Plan Policy 14.10.103 specifies that the City will annex lands upon request “when it is demonstrated that such annexations are consistent with the Comprehensive Plan policies and within the capabilities of the City’s services and facilities.” This policy is implemented in the City of Umatilla Zoning Ordinance, as outlined and discussed under Sections III(A)(1) and (2) of this report, which require property proposed to be annexed to be located within the urban growth boundary and for services to be technically and economically feasible to serve the property. As indicated above, these provisions were found to be met or capable of being met.

Conclusion: The 3 Plan Amendments which will go before this application will allow for these criteria to be met in this application. The Comprehensive Plan recognizes property within the urban growth boundary as land intended to be brought into the city limits when requested, if services can technically and economically be provided to serve the use of the property. Services to the subject public street either already exist, or are capable of being provided as necessary, to serve the use of the abutting properties. Planning staff concludes that the proposal complies with all other applicable Comprehensive Plan policies in regards to this annexation request. This application will not be approved unless PA-2-20 is approved by The City of Umatilla City Council.

B. City of Umatilla Zoning Ordinance Section 10-13-4(B) – Zoning Designation

When approving an annexation request, Section 10-13-4(B) of the Zoning Ordinance requires the City to assign a zoning designation that most closely corresponds to the Comprehensive Plan designation, unless an amendment to the Zoning Map is proposed.

Staff Findings: As stated before an amendment to the Zoning Map is proposed and it is City Staff's recommendation that if the annexation is approved, Powerline Road and the two tax lots be zoned City Light Industrial(M1) to meet needs demonstrated by The Economic Opportunities Analysis and to match the two other applications (PA-2-20, PA-3-20) submitted by the applicant.

Conclusion: It is the Staff's recommendation that Powerline Road and the two tax lots be assigned City Light Industrial. This proposed designation is what will best fit the property directly surrounding the annexed land if PA-3-20 is adopted.

Applicants Conclusion:

In conclusion the applicant encourages the Planning Commission and City Council to approve this request for Annexation as part of the application process to expand the Urban Growth Boundary and rezone the subject property to Light Industrial. Evidence has been provided in support of the need for large lot industrial opportunities as outlined in the attached Economic Opportunities Analysis. Additional evidence has been provided that the subject property can be served in the attached Umatilla Industrial Area Utility Technical Memorandum. Transportation impacts are not discussed as part of this application but have been included in the analysis for both the Urban Growth Boundary Expansion and the change in Comprehensive Plan designation and Zoning Map amendment. Any necessary Conditions of Approval associated with the future development of the property have been incorporated into the request for changing the Comprehensive Plan designation to Industrial and the Zoning to Light industrial or the Urban Growth Boundary expansion.

IV. SUMMARY CONCLUSIONS AND STAFF RECOMMENDATION

This request by the applicant, Cleaver Land LLC, to annex a public street named Powerline Rd from Radar Rd to the southern border of Tax Lot 6601 on Assessors map 5N28C and the remainder of Tax Lot 1400, along with all of Tax Lot 6601 on Assessors map 5N28C into the City of Umatilla city limits as assigned City Light Industrial appears to meet all of the applicable decision criteria for annexation into the city limits.

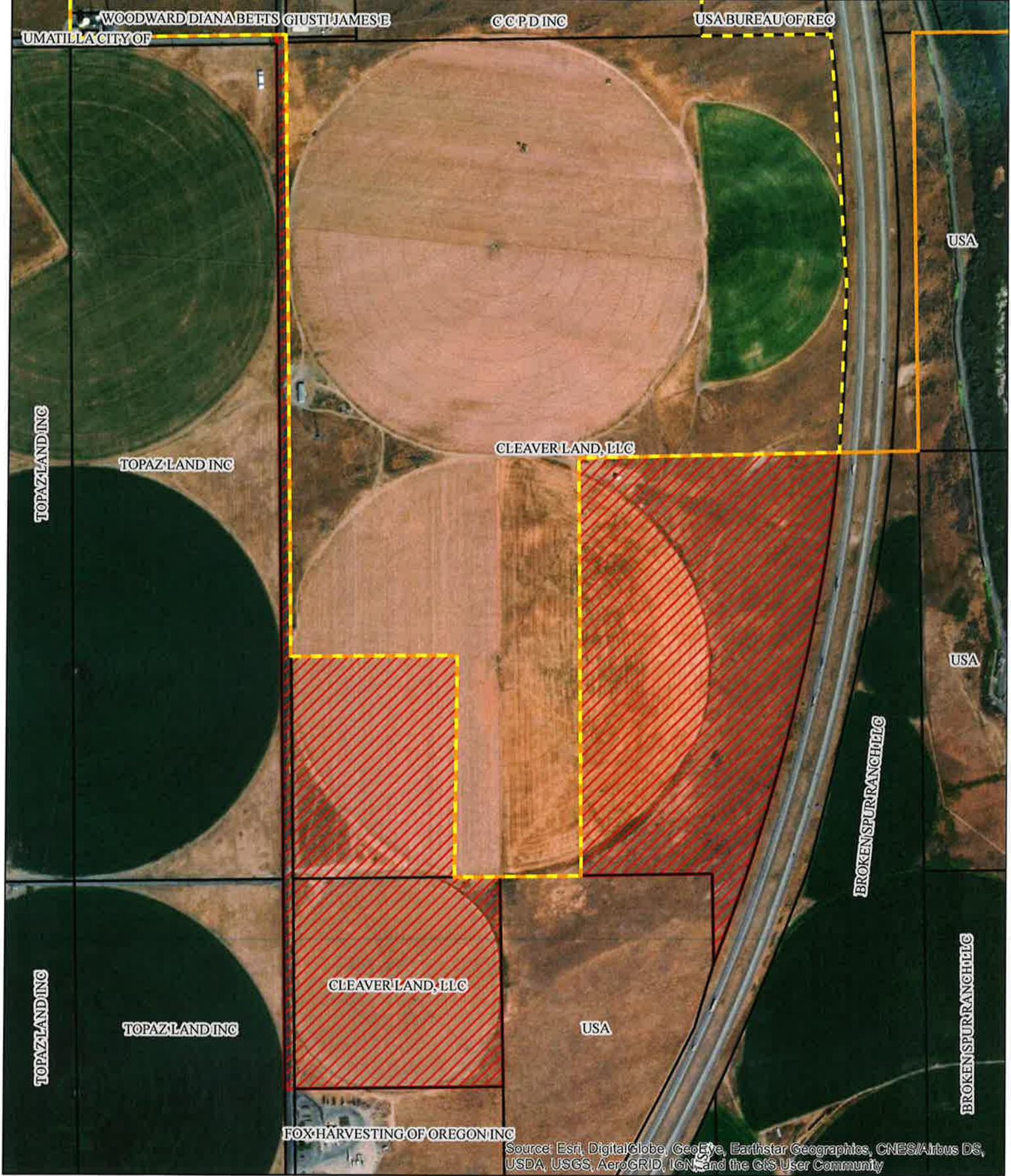
Therefore, based on the information in Sections I and II of this report, and the above review criteria,

findings of fact and conclusions contained in Section III, Staff recommends the Planning Commission recommend **APPROVAL** of this annexation request, ANX-1-2020, to the Umatilla City Council to annex the following into the city limits;

Powerline Rd from Radar Rd to the southern border of Tax Lot 6601 on Assessors map 5N28C and the remainder of Tax Lot 1400, along with all of Tax Lot 6601 on Assessors map 5N28C as assigned City Light Industrial.

V. EXHIBITS (Attached and included as part of this report).

Exhibit A Area map showing existing city limits and property proposed to be annexed



CLEAVER LAND ANNEXATION SITE PLAN

Legend

- City Limits
- Urban Growth Boundary
- Tax Lots (3/23/20)
- Proposed Annexation Area

Feet

0 500 1,000 1,500

Map should be used for reference purposes only. Not survey grade or for legal use.

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

First Reading of Ordinance 852 - An ordinance granting to PacifiCorp, an Oregon corporation, dba Pacific Power, and to its successors and assigns, a nonexclusive right and franchise for a period of twenty (20) years to construct, maintain, and operate in, on, above, and under the present and future public places, as defined in the Ordinance, in the City of Umatilla, Umatilla County, Oregon, electric light and power lines and appurtenances and communication facilities for the purpose of supplying electricity and electric service to the City of Umatilla, the inhabitants thereof and others, subject to the terms and conditions and to the making of payments specified in the Ordinance and providing for the repeal of Ordinance No. 713 of the City of Umatilla, passed and approved December 4, 2001.

Meeting Date:

2021-11-02

Department:

City Administration

Director:

David Stockdale

Contact Person:

David Stockdale

Phone Number:

Cost of Proposal:

N/A

Amount Budgeted:

N/A

Fund(s) Name and Number(s):

General Fund - 01

Reviewed by Finance Department:

Yes

Previously Presented:

N/A

Attachments to Agenda Packet Item:

[Ordinance 852. Franchise Agreement with Pacific Corp.docx](#)

Summary Statement:

Staff recommends a motion for a first reading by title only of Ordinance No. 852.

Consistent with Council Goals:

Goal 3: Enhance and Cultivate Relationships and Partnerships.

ORDINANCE NO. 852 – AN ORDINANCE GRANTING TO PACIFICORP, AN OREGON CORPORATION, DBA PACIFIC POWER, AND TO ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE RIGHT AND FRANCHISE FOR A PERIOD OF TWENTY (20) YEARS TO CONSTRUCT, MAINTAIN, AND OPERATE IN, ON, ABOVE, AND UNDER THE PRESENT AND FUTURE PUBLIC PLACES, AS DEFINED IN THE ORDINANCE, IN THE CITY OF UMATILLA, UMATILLA COUNTY, OREGON, ELECTRIC LIGHT AND POWER LINES AND APPURTENANCES AND COMMUNICATION FACILITIES FOR THE PURPOSE OF SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE CITY OF UMATILLA, THE INHABITANTS THEREOF AND OTHERS. SUBJECT TO THE TERMS AND CONDITIONS AND TO THE MAKING OF PAYMENTS SPECIFIED IN THE ORDINANCE AND PROVIDING FOR THE REPEAL OF ORDINANCE NO. 713 OF THE CITY OF UMATILLA, PASSED AND APPROVED DECEMBER 4, 2001.

WHEREAS, PacifiCorp d.b.a. Pacific Power, is a regulated public utility that provides electric power and energy to the citizens of the City of Umatilla (the “City”) and other surrounding areas;

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City;

WHEREAS, the City desires to set forth the terms and conditions by which PacifiCorp shall use the public ways of the City;

NOW, THEREFORE, be it ordained by the City:

SECTION 1. Grant of Franchise and General Utility Easement. The City hereby grants to PacifiCorp the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as “Electric Facilities”) in, under, along, over and across the present and future streets, alleys, public ways and public places (collectively referred to herein as “Public Ways”) within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof.

SECTION 2. Term. The term of this Franchise and General Utility Easement is for twenty (20) years commencing on the date of acceptance by the Company as set forth in Section 3 below. Provided, however, either party may re-open this agreement every five (5) years by providing the other party with written notice of its intent to re-open this agreement within ninety (90) days of each five year anniversary.

SECTION 3. Acceptance by PacifiCorp. Within sixty (60) days after the passage of this ordinance by the City, PacifiCorp shall file an unqualified written acceptance thereof, with the City Recorder, otherwise the ordinance and the rights granted herein shall be null and void.

SECTION 4. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the City shall be nonexclusive and the City reserves the right to use the Public Ways for itself or any other entity that provides service to City residences; provided, however, that such use shall not unreasonably interfere with PacifiCorp's Electric Facilities or PacifiCorp's rights granted herein.

SECTION 5. City Regulatory Authority. In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Oregon, the laws of Oregon or City Ordinances.

SECTION 6. Indemnification. The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by PacifiCorp of its Electric Facilities. PacifiCorp shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of PacifiCorp's use of the Public Ways within the City, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The City shall: (a) give prompt written notice to PacifiCorp of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) unless in the City's judgment a conflict of interest exists between the City and PacifiCorp with respect to such claim, demand or lien, permit PacifiCorp to assume the defense of such claim, demand, or lien with counsel satisfactory to City. If such defense is not assumed by PacifiCorp, PacifiCorp shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, PacifiCorp shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the City or any of its officers or employees.

SECTION 7. Annexation.

7.1 Extension of City Limits. Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electrical Facilities owned, maintained, or operated by PacifiCorp located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.

7.2 Annexation. When any territory is approved for annexation to the City, the City shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to PacifiCorp: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to:

PacifiCorp Customer Contact Center
2-5-08ver

P.O. Box 400
Portland, Oregon 97202-0400

With a copy to:
PacifiCorp
Attn: Office of the General Counsel
825 N.E. Multnomah, Suite 2000
Portland, Oregon 97232

Additional or increased fees or taxes, other than ad valorem taxes, imposed on PacifiCorp as a result of an annexation of territory to the City shall become effective on the effective date of the annexation provided notice is given to PacifiCorp in accordance with ORS 222.005, as amended from time to time.

SECTION 8. Planning, Design, Construction and Installation of Company Facilities.

8.1 All Electric Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations.

8.2 Except in the case of an emergency, PacifiCorp shall, prior to commencing new construction or major reconstruction work in the public way or street or other public places, apply for a permit from the City which permit shall not be unreasonably withheld, conditioned, or delayed. PacifiCorp will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the City, and the City may inspect the manner of such work and require remedies as may be necessary to assure compliance. Notwithstanding the foregoing, PacifiCorp shall not be obligated to obtain a permit to perform emergency repairs.

8.3 All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

8.4 If, during the course of work on its Electrical Facilities, PacifiCorp causes damage to or alters the Public Way or public property, PacifiCorp shall (at its own cost and expense and in a manner approved by the City) replace and restore it to a condition comparable to that which existed before the work commenced.

8.5 In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, PacifiCorp shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

8.6 The City shall have the right without cost to use all poles and suitable overhead structures owned by PacifiCorp within Public Ways for City wires used in connection with its fire alarms, police signal systems, or other communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the City for a

public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that PacifiCorp shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with PacifiCorp's use of same. Nothing herein shall be construed to require PacifiCorp to increase pole size, or alter the manner in which PacifiCorp attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of PacifiCorp and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by PacifiCorp.

8.7 PacifiCorp shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the City. Before installing new underground conduits or replacing existing underground conduits, PacifiCorp shall first notify the City of such work and shall allow the City, at its own expense, to share the trench of PacifiCorp to lay its own conduit therein, provided that such action by the City will not unreasonably interfere with PacifiCorp's Electric Facilities or delay project completion.

8.8 Before commencing any street improvements or other work within a Public Way that may affect PacifiCorp's Electric Facilities, the City shall give written notice to PacifiCorp.

8.9 No structures, buildings or signs shall be erected below PacifiCorp's facilities or in a location that prevents PacifiCorp from accessing or maintaining its facilities.

8.10 PacifiCorp shall provide the City with a report of all new services created within City boundaries on an annual basis during the term of this Franchise. The City shall provide written confirmation of the accuracy of the report and/or any corrections thereto to PacifiCorp within a reasonable time following receipt of the report.

SECTION 9. Relocation of Electric Facilities.

9.1 The City reserves the right to require PacifiCorp to relocate overhead Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the City. Within a reasonable period of time after written notice, PacifiCorp shall promptly commence the overhead relocation of its Electrical Facilities. Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of PacifiCorp, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the City. The City shall assign or otherwise transfer to Company all right it may have to recover the cost for the relocation work and shall support the efforts of PacifiCorp to obtain reimbursement. In cases of capital improvement projects undertaken by the City, PacifiCorp shall convert existing overhead distribution facilities to underground, so long as PacifiCorp is allowed to collect the costs associated with conversion from overhead to underground distribution facilities consistent with OAR 860-022-0046, the Oregon Public Utility Commission rule on forced conversions.

9.2 PacifiCorp shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused

directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, PacifiCorp may charge the expense of removal or relocation to the developer or customer. For example, PacifiCorp shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition or caused by a private development. In such event, the City shall require the developer to pay PacifiCorp for such relocation costs as part of its approval procedures.

SECTION 10. Subdivision Plat Notification. Before the City approves any new subdivision and before recordation of the plat, the City shall mail notification of such approval and a copy of the plat to PacifiCorp:

Pacific Power
Attn: Lori Wyman
P.O. Box 220/ 4235 Westgate
Pendleton, OR 97801

SECTION 11. Vegetation Management. PacifiCorp or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways, to prevent the branches or limbs or other part of such trees or vegetation from interfering with PacifiCorp's Electrical Facilities. Such pruning shall comply with the *American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent PacifiCorp, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

SECTION 12. Compensation.

12.1 In consideration of the rights, privileges, and franchise hereby granted, PacifiCorp shall pay to the City from and after the effective date of the acceptance of this franchise, three and one-half percent (3.5%) of its gross revenues derived from within the corporate limits of City. The term "gross revenue" as used herein shall be construed to mean any revenue of PacifiCorp derived from the retail sale and use of electric power and energy within the municipal boundaries of the City after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered. All amounts paid under this Section 12 shall be subject to review by the City; provided that only payments which occurred during a period of thirty-six (36) months prior to the date the City notifies PacifiCorp of its intent to conduct a review shall be subject to such review. Notwithstanding any provision to the contrary, at any time during the term of this Franchise, the City may elect to increase the franchise fee amount as may then be allowed by state law. The City shall provide PacifiCorp with prior written notice of such increase following adoption of the change in percentage by the City. The increase shall be effective sixty (60) days after City has provided such written notice to PacifiCorp.

12.2 The franchise fee shall not be in addition to any other license, occupation, franchise or excise taxes or charges which might otherwise be levied or collected by the City from PacifiCorp

with respect to PacifiCorp's electric business or the exercise of this franchise within the corporate limits of the City and the amount due to the City under any such other license, occupation, franchise or excise taxes or other charges for corresponding periods shall be reduced by deducting there from the amount of said franchise fee paid hereunder.

SECTION 13. Renewal. At least 120 days prior to the expiration of this Franchise, PacifiCorp and the City shall agree to either extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. PacifiCorp shall have the continued right to use the Public Ways of the City as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise.

SECTION 14. No Waiver. Neither the City nor PacifiCorp shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

SECTION 15. Transfer of Franchise. PacifiCorp shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld; provided, however, inclusion of this Franchise as property subject to the lien of PacifiCorp's mortgage(s) shall not constitute a transfer or assignment.

SECTION 16. Amendment. At any time during the term of this Franchise, the City, through its City Council, or PacifiCorp may propose amendments to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the City and PacifiCorp and formally adopted as an ordinance amendment.

SECTION 17. Non-Contestability--Breach of Contract.

17.1 Neither the City nor PacifiCorp will take any action for the purpose of securing modification of this Franchise before either the Oregon Public Utility Commission or any Court of competent jurisdiction; provided, however, that neither shall be precluded from taking any action it deems necessary to resolve difference in interpretation of the Franchise nor shall PacifiCorp be precluded from seeking relief from the Courts in the event Oregon Public Utility Commission orders, rules or regulations conflict with or make performance under the Franchise illegal.

17.2 In the event PacifiCorp or the City fails to fulfill any of their respective obligations under this Franchise, the City, or PacifiCorp, whichever the case may be, will have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy which would have the effect of amending the specific provisions of this Franchise shall become effective without such action which would be necessary to formally amend the Franchise.

SECTION 18. Notices. Unless otherwise specified herein, all notices from PacifiCorp to the City pursuant to or concerning this Franchise shall be delivered to the City Recorder's Office. Unless otherwise specified herein, all notices from the City to PacifiCorp pursuant to or concerning this Franchise shall be delivered to the Customer and Community Affairs Vice President, Pacific Power, 825 NE Multnomah, Lloyd Center Tower Suite 2000, Portland, Oregon 97232, and such other office as PacifiCorp may advise the City of by written notice.

SECTION 19. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

SECTION 20. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

PASSED AND ADOPTED by the City Council this 2nd day of November, 2021.

Council members voting yes: _____

Council members voting no: _____

Absent Council members: _____

Abstaining Council members: _____

And **SIGNED** by the Mayor/Council President this 2nd day of November, 2021.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

2-5-08ver

CITY OF UMATILLA, OREGON

AGENDA BILL

<p>Agenda Title: Adoption of Ordinance 852 - An ordinance granting to PacifiCorp, an Oregon corporation, dba Pacific Power, and to its successors and assigns, a nonexclusive right and franchise for a period of twenty (20) years to construct, maintain, and operate in, on, above, and under the present and future public places, as defined in the Ordinance, in the City of Umatilla, Umatilla County, Oregon, electric light and power lines and appurtenances and communication facilities for the purpose of supplying electricity and electric service to the City of Umatilla, the inhabitants thereof and others, subject to the terms and conditions and to the making of payments specified in the Ordinance and providing for the repeal of Ordinance No. 713 of the City of Umatilla, passed and approved December 4, 2001.</p>	<p>Meeting Date: 2021-11-02</p>
---	--

<p>Department: City Administration</p>	<p>Director: David Stockdale</p>	<p>Contact Person: David Stockdale</p>	<p>Phone Number:</p>
---	---	---	-----------------------------

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

<p>Reviewed by Finance Department: Yes</p>	<p>Previously Presented: N/A</p>
---	---

Attachments to Agenda Packet Item:

[Ordinance 852. Franchise Agreement with Pacific Corp.docx](#)

<p>Summary Statement: The City of Umatilla has partnered with PacifiCorp to provide electricity services to the City for more than forty years. This Franchise Agreement continues that partnership for an additional twenty (20) years. Though the organization of the agreement has changed some, the general terms of the agreement remain the same, just with some updated current applicable language. The amount charged to PacifiCorp remains the same as in the past agreement.</p> <p>Staff recommends a motion for the adoption of Ordinance No. 852.</p>
--

Consistent with Council Goals:

Goal 3: Enhance and Cultivate Relationships and Partnerships.

ORDINANCE NO. 852 – AN ORDINANCE GRANTING TO PACIFICORP, AN OREGON CORPORATION, DBA PACIFIC POWER, AND TO ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE RIGHT AND FRANCHISE FOR A PERIOD OF TWENTY (20) YEARS TO CONSTRUCT, MAINTAIN, AND OPERATE IN, ON, ABOVE, AND UNDER THE PRESENT AND FUTURE PUBLIC PLACES, AS DEFINED IN THE ORDINANCE, IN THE CITY OF UMATILLA, UMATILLA COUNTY, OREGON, ELECTRIC LIGHT AND POWER LINES AND APPURTENANCES AND COMMUNICATION FACILITIES FOR THE PURPOSE OF SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE CITY OF UMATILLA, THE INHABITANTS THEREOF AND OTHERS. SUBJECT TO THE TERMS AND CONDITIONS AND TO THE MAKING OF PAYMENTS SPECIFIED IN THE ORDINANCE AND PROVIDING FOR THE REPEAL OF ORDINANCE NO. 713 OF THE CITY OF UMATILLA, PASSED AND APPROVED DECEMBER 4, 2001.

WHEREAS, PacifiCorp d.b.a. Pacific Power, is a regulated public utility that provides electric power and energy to the citizens of the City of Umatilla (the “City”) and other surrounding areas;

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City;

WHEREAS, the City desires to set forth the terms and conditions by which PacifiCorp shall use the public ways of the City;

NOW, THEREFORE, be it ordained by the City:

SECTION 1. Grant of Franchise and General Utility Easement. The City hereby grants to PacifiCorp the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as “Electric Facilities”) in, under, along, over and across the present and future streets, alleys, public ways and public places (collectively referred to herein as “Public Ways”) within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof.

SECTION 2. Term. The term of this Franchise and General Utility Easement is for twenty (20) years commencing on the date of acceptance by the Company as set forth in Section 3 below. Provided, however, either party may re-open this agreement every five (5) years by providing the other party with written notice of its intent to re-open this agreement within ninety (90) days of each five year anniversary.

SECTION 3. Acceptance by PacifiCorp. Within sixty (60) days after the passage of this ordinance by the City, PacifiCorp shall file an unqualified written acceptance thereof, with the City Recorder, otherwise the ordinance and the rights granted herein shall be null and void.

SECTION 4. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the City shall be nonexclusive and the City reserves the right to use the Public Ways for itself or any other entity that provides service to City residences; provided, however, that such use shall not unreasonably interfere with PacifiCorp's Electric Facilities or PacifiCorp's rights granted herein.

SECTION 5. City Regulatory Authority. In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Oregon, the laws of Oregon or City Ordinances.

SECTION 6. Indemnification. The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by PacifiCorp of its Electric Facilities. PacifiCorp shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of PacifiCorp's use of the Public Ways within the City, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The City shall: (a) give prompt written notice to PacifiCorp of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) unless in the City's judgment a conflict of interest exists between the City and PacifiCorp with respect to such claim, demand or lien, permit PacifiCorp to assume the defense of such claim, demand, or lien with counsel satisfactory to City. If such defense is not assumed by PacifiCorp, PacifiCorp shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, PacifiCorp shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the City or any of its officers or employees.

SECTION 7. Annexation.

7.1 Extension of City Limits. Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electrical Facilities owned, maintained, or operated by PacifiCorp located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.

7.2 Annexation. When any territory is approved for annexation to the City, the City shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to PacifiCorp: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to:

PacifiCorp Customer Contact Center
2-5-08ver

P.O. Box 400
Portland, Oregon 97202-0400

With a copy to:
PacifiCorp
Attn: Office of the General Counsel
825 N.E. Multnomah, Suite 2000
Portland, Oregon 97232

Additional or increased fees or taxes, other than ad valorem taxes, imposed on PacifiCorp as a result of an annexation of territory to the City shall become effective on the effective date of the annexation provided notice is given to PacifiCorp in accordance with ORS 222.005, as amended from time to time.

SECTION 8. Planning, Design, Construction and Installation of Company Facilities.

8.1 All Electric Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations.

8.2 Except in the case of an emergency, PacifiCorp shall, prior to commencing new construction or major reconstruction work in the public way or street or other public places, apply for a permit from the City which permit shall not be unreasonably withheld, conditioned, or delayed. PacifiCorp will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the City, and the City may inspect the manner of such work and require remedies as may be necessary to assure compliance. Notwithstanding the foregoing, PacifiCorp shall not be obligated to obtain a permit to perform emergency repairs.

8.3 All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

8.4 If, during the course of work on its Electrical Facilities, PacifiCorp causes damage to or alters the Public Way or public property, PacifiCorp shall (at its own cost and expense and in a manner approved by the City) replace and restore it to a condition comparable to that which existed before the work commenced.

8.5 In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, PacifiCorp shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

8.6 The City shall have the right without cost to use all poles and suitable overhead structures owned by PacifiCorp within Public Ways for City wires used in connection with its fire alarms, police signal systems, or other communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the City for a

public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that PacifiCorp shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with PacifiCorp's use of same. Nothing herein shall be construed to require PacifiCorp to increase pole size, or alter the manner in which PacifiCorp attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of PacifiCorp and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by PacifiCorp.

8.7 PacifiCorp shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the City. Before installing new underground conduits or replacing existing underground conduits, PacifiCorp shall first notify the City of such work and shall allow the City, at its own expense, to share the trench of PacifiCorp to lay its own conduit therein, provided that such action by the City will not unreasonably interfere with PacifiCorp's Electric Facilities or delay project completion.

8.8 Before commencing any street improvements or other work within a Public Way that may affect PacifiCorp's Electric Facilities, the City shall give written notice to PacifiCorp.

8.9 No structures, buildings or signs shall be erected below PacifiCorp's facilities or in a location that prevents PacifiCorp from accessing or maintaining its facilities.

8.10 PacifiCorp shall provide the City with a report of all new services created within City boundaries on an annual basis during the term of this Franchise. The City shall provide written confirmation of the accuracy of the report and/or any corrections thereto to PacifiCorp within a reasonable time following receipt of the report.

SECTION 9. Relocation of Electric Facilities.

9.1 The City reserves the right to require PacifiCorp to relocate overhead Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the City. Within a reasonable period of time after written notice, PacifiCorp shall promptly commence the overhead relocation of its Electrical Facilities. Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of PacifiCorp, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the City. The City shall assign or otherwise transfer to Company all right it may have to recover the cost for the relocation work and shall support the efforts of PacifiCorp to obtain reimbursement. In cases of capital improvement projects undertaken by the City, PacifiCorp shall convert existing overhead distribution facilities to underground, so long as PacifiCorp is allowed to collect the costs associated with conversion from overhead to underground distribution facilities consistent with OAR 860-022-0046, the Oregon Public Utility Commission rule on forced conversions.

9.2 PacifiCorp shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused

directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, PacifiCorp may charge the expense of removal or relocation to the developer or customer. For example, PacifiCorp shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition or caused by a private development. In such event, the City shall require the developer to pay PacifiCorp for such relocation costs as part of its approval procedures.

SECTION 10. Subdivision Plat Notification. Before the City approves any new subdivision and before recordation of the plat, the City shall mail notification of such approval and a copy of the plat to PacifiCorp:

Pacific Power
Attn: Lori Wyman
P.O. Box 220/ 4235 Westgate
Pendleton, OR 97801

SECTION 11. Vegetation Management. PacifiCorp or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways, to prevent the branches or limbs or other part of such trees or vegetation from interfering with PacifiCorp's Electrical Facilities. Such pruning shall comply with the *American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent PacifiCorp, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

SECTION 12. Compensation.

12.1 In consideration of the rights, privileges, and franchise hereby granted, PacifiCorp shall pay to the City from and after the effective date of the acceptance of this franchise, three and one-half percent (3.5%) of its gross revenues derived from within the corporate limits of City. The term "gross revenue" as used herein shall be construed to mean any revenue of PacifiCorp derived from the retail sale and use of electric power and energy within the municipal boundaries of the City after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered. All amounts paid under this Section 12 shall be subject to review by the City; provided that only payments which occurred during a period of thirty-six (36) months prior to the date the City notifies PacifiCorp of its intent to conduct a review shall be subject to such review. Notwithstanding any provision to the contrary, at any time during the term of this Franchise, the City may elect to increase the franchise fee amount as may then be allowed by state law. The City shall provide PacifiCorp with prior written notice of such increase following adoption of the change in percentage by the City. The increase shall be effective sixty (60) days after City has provided such written notice to PacifiCorp.

12.2 The franchise fee shall not be in addition to any other license, occupation, franchise or excise taxes or charges which might otherwise be levied or collected by the City from PacifiCorp

with respect to PacifiCorp's electric business or the exercise of this franchise within the corporate limits of the City and the amount due to the City under any such other license, occupation, franchise or excise taxes or other charges for corresponding periods shall be reduced by deducting there from the amount of said franchise fee paid hereunder.

SECTION 13. Renewal. At least 120 days prior to the expiration of this Franchise, PacifiCorp and the City shall agree to either extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. PacifiCorp shall have the continued right to use the Public Ways of the City as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise.

SECTION 14. No Waiver. Neither the City nor PacifiCorp shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

SECTION 15. Transfer of Franchise. PacifiCorp shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld; provided, however, inclusion of this Franchise as property subject to the lien of PacifiCorp's mortgage(s) shall not constitute a transfer or assignment.

SECTION 16. Amendment. At any time during the term of this Franchise, the City, through its City Council, or PacifiCorp may propose amendments to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the City and PacifiCorp and formally adopted as an ordinance amendment.

SECTION 17. Non-Contestability--Breach of Contract.

17.1 Neither the City nor PacifiCorp will take any action for the purpose of securing modification of this Franchise before either the Oregon Public Utility Commission or any Court of competent jurisdiction; provided, however, that neither shall be precluded from taking any action it deems necessary to resolve difference in interpretation of the Franchise nor shall PacifiCorp be precluded from seeking relief from the Courts in the event Oregon Public Utility Commission orders, rules or regulations conflict with or make performance under the Franchise illegal.

17.2 In the event PacifiCorp or the City fails to fulfill any of their respective obligations under this Franchise, the City, or PacifiCorp, whichever the case may be, will have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy which would have the effect of amending the specific provisions of this Franchise shall become effective without such action which would be necessary to formally amend the Franchise.

SECTION 18. Notices. Unless otherwise specified herein, all notices from PacifiCorp to the City pursuant to or concerning this Franchise shall be delivered to the City Recorder's Office. Unless otherwise specified herein, all notices from the City to PacifiCorp pursuant to or concerning this Franchise shall be delivered to the Customer and Community Affairs Vice President, Pacific Power, 825 NE Multnomah, Lloyd Center Tower Suite 2000, Portland, Oregon 97232, and such other office as PacifiCorp may advise the City of by written notice.

SECTION 19. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

SECTION 20. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

PASSED AND ADOPTED by the City Council this 2nd day of November, 2021.

Council members voting yes: _____

Council members voting no: _____

Absent Council members: _____

Abstaining Council members: _____

And **SIGNED** by the Mayor/Council President this 2nd day of November, 2021.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

2-5-08ver

CITY OF UMATILLA, OREGON

AGENDA BILL

<p>Agenda Title: Downtown Revitalization Grant Application Review: AFNW Services, LLC has submitted a grant request for the building located at 323 6th Street. The scope of work includes removing old metal siding and installing new metal siding with stone accents, replacing the awning and upgrading some electrical components for new signage. The total project cost is estimated at \$79,100.</p> <p>Erendira Pin, has submitted a grant request for the building located at 631 I St, known as Umatilla Speed Wash. The scope of work includes painting the building, installing new doors and windows, and adding picnic tables outside. The total project cost is \$21,318.</p>	<p>Meeting Date: 2021-11-02</p>
--	---

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

<p>Cost of Proposal: \$42,488.50</p> <p>Amount Budgeted: 170,000.00</p>	<p>Fund(s) Name and Number(s): General Fund - 01</p>
---	--

Reviewed by Finance Department: Yes	Previously Presented: N/A
---	-------------------------------------

Attachments to Agenda Packet Item:

[AFNW_Services_App_Redacted.pdf](#)

[SpeedWash_App_Redacted.pdf](#)

<p>Summary Statement: The Community Development Department has reviewed the applications and recommends the following: Motion to award a Downtown Revitalization Grant to AFNW Services, LLC for the maximum amount of \$26,500; and Erendira Pin for the amount of \$15,988.50.</p>

Consistent with Council Goals:

Goal 2: Promote Economic Development and Job Growth.

DOWNTOWN REVITALIZATION APPLICATION

Date Received: _____



BUILDING/BUSINESS NAME: AFNW Services, LLC

ADDRESS: 323 6th St. Umatilla, OR 97882

Please include the following items to complete your application:

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

APPLICANT INFORMATION

Name:	<u>Eric Trummel</u>	Property Address:	_____
Mailing Address:	_____		
Phone:	_____		

PROPERTY OWNER INFORMATION (If different from Applicant)

Name:	<u>DCNP Holdings Umatilla Property LLC</u>	Property Address:	_____
Mailing Address:	_____		
Phone:	_____		

PROJECT INFORMATION

Project Name: AFNW Services Umatilla Building Reno (Exterior Upgrade)

Project Start Date: 01/01/2022 Anticipated Completion Date: 03/01/2022

Project Cost: \$79,100.00

Please provide a general description of the overall project scope.

<p>Remove old metal siding that is fading, rusting and install new metal siding with stone accents. Additionally replace awning and upgrade electrical for potential signage.</p>

PUBLIC INFORMATION NOTICE

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

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

I, CHARLENE N POTTER, am the owner of the property located at 3B 64 Street in Umatilla, Oregon. I hereby give authorization for Eric Trummel, the Applicant, to alter my building. I do not waive the right to review and approve any proposed project before it commences.

Name of Owner: CHARLENE N POTTER

Signature of Owner: Charlene N Potter // Date: 10-28-2021

STATEMENT OF UNDERSTANDING AND CERTIFICATION BY APPLICANT

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

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

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

Name of Applicant: ERIC TRUMMEL

Signature of Applicant: [Signature] // Date: 10/28/2021











DOWNTOWN REVITALIZATION APPLICATION

Date Received: _____



BUILDING/BUSINESS NAME: Umatilla Speedwash

ADDRESS: 631 I Street, Umatilla Oregon 978

Please include the following items to complete your application:

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

APPLICANT INFORMATION

Name:	<u>Erendira Pin</u>	Property Address:	[REDACTED]
Mailing Address:	[REDACTED]		
Phone:	[REDACTED]	Email:	[REDACTED]

PROPERTY OWNER INFORMATION (If different from Applicant)

same

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

PROJECT INFORMATION

Project Name: Doors/Windows/Locks/Picnic tables

Project Start Date: Dec. 1, 2021

Anticipated Completion Date: 02-01-2022

Project Cost: 21,328

Please provide a general description of the overall project scope.

<u>New doors and windows with locks. Set of two picnic tables outside.</u>
--

PUBLIC INFORMATION NOTICE

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

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

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

Name of Owner: Erendira Pin

Signature of Owner: Erendira Pin // Date: 10-12-2021

STATEMENT OF UNDERSTANDING AND CERTIFICATION BY APPLICANT

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

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

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

Name of Applicant: Erendira Pin

Signature of Applicant: Erendira Pin // Date: 10-12-2021

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Potential Real Estate Transaction - ORS 192.660(2)(e)
Authorizes council to deliberate with persons designated by council to negotiate real property transactions, including long-term leases. Does not authorize discussion of general leasing policies.

Meeting Date:

2021-11-02

Department:

City Administration

Director:

David Stockdale

Contact Person:

David Stockdale

Phone Number:

Cost of Proposal:

n/a

Amount Budgeted:

n/a

Fund(s) Name and Number(s):

General Fund - 01

Reviewed by Finance Department:

Yes

Previously Presented:

n/a

Attachments to Agenda Packet Item:

Summary Statement:

Discussion Only

Consistent with Council Goals:

Goal 2: Promote Economic Development and Job Growth.

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title:

Potential Litigation - ORS 192.660(2)(h) Authorizes council to consult with its counsel regarding current litigation or litigation likely to be filed. Media members must be excluded if the member is a party to the litigation.

Meeting Date:

2021-11-02

Department:

City Administration

Director:

David Stockdale

Contact Person:

David Stockdale

Phone Number:

Cost of Proposal:

n/a

Amount Budgeted:

n/a

Fund(s) Name and Number(s):

N/A

Reviewed by Finance Department:

Yes

Previously Presented:

03/16/2021

Attachments to Agenda Packet Item:

Summary Statement:

None.

Consistent with Council Goals:

Goal 5 : Perform at the Highest Levels of Operational Excellence