

**UMATILLA CITY COUNCIL MEETING  
AGENDA  
COUNCIL CHAMBERS 700 6TH STREET, UMATILLA, OR 97882  
APRIL 5, 2022  
7:00 PM**

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1. **MEETING CALLED TO ORDER**

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE**

4. **APPROVAL OF AGENDA**

5. **CITY MANAGER'S REPORT**

- 5.1 [Umatilla Chamber of Commerce Annual Report](#) *Suggested Action: Presentation/discussion only. Annette Greiner, Executive Director, will present a review of 2021 and looking ahead to 2022.*
- 5.2 [Introduction to Bryan Cutchen, Cutchen Consulting and Communications, LLC.](#)  
*Suggested Action: Discussion Only.*

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. **DISCUSSION ITEMS**

- 7.1 [Utility Easement Discussion - Staff has received preliminary design drawings from Team Fishel requesting new utility easements across City owned property in the Hash Park area of McNary.](#) *Suggested Action: Discussion only*
- 7.2 [Building Regulations Updated - Staff has identified the need to make significant updates to the City's existing ordinance to maintain compliance with changes made by the legislature and other updates required by change to the administrative section of Oregon's adopted building codes.](#) *Suggested Action: Discussion only*

8. **CONSENT AGENDA**

- 8.1 [March Paid Invoices](#) *Suggested Action: Motion to approve*

9. **PUBLIC HEARING**

- 9.1 [City of Umatilla General Code Update ZC-1-22 - Zone Change application to amend Chapters 4, 5, 11 and 12 of the City of Umatilla Zoning Ordinance. The amendments will lessen restrictions placed on alcoholic beverage drinking places, allow for mobile food vendors to operate 6 days out of 7, raise the building height allowed in commercial and industrial zones, and adjust and remove out of compliance code for RV parks and accessory dwelling units.](#) *Suggested Action: The Planning Commission unanimously recommended*

*approval of ZC-1-22 to the City Council. A same motion to approve is provided below.*

*I move to approve Zone Change ZC-1-22 and adopt the the staff report as Councils findings.*

- 9.2 [Golf Course Rezone PA-1-22](#) - An application to settle and correct both the Comprehensive Plan and Zoning designation of the subject property which lies between the Big River Golf Course and Bud Draper Drive achieving a Comprehensive Plan of Residential and Zoning of Medium Density Residential (R-2). The subject property consists of Tax Lot 2600 of Assessor's Map 5N 28 11 and Tax Lots 200, 300, 400, 500, 600 and 800 of Assessor's Map 5N 28 14B. *Suggested Action:*

*Planning Commission unanimously recommended approval of Plan Amendment PA-1-22 to City council. a sample motion to approve is provided below.*

*I move to approved Plan Amendment PA-1-22 and adopt the staff report as Council's findings.*

10. **NEW BUSINESS**

- 10.1 [Planning Commission & Budget Committee Resignation](#) *Suggested Action: Devon Mitchell has submitted his resignation to the Planning Commission and Budget Committee. Staff recommends acceptance and declaring a vacancy.*
- 10.2 [Resolution No. 26-2022 - General Fee Resolution](#) *Suggested Action: Motion to approve Resolution No. 26-2022*
- 10.3 [Resolution No. 27-2022 - A resolution adopting a compensation plan for fiscal year 2022-23 and repealing pay plan and position levels of Resolution No. 24-2022](#) *Suggested Action: Motion to approve Resolution No. 27-2022*
- 10.4 [Resolution No. 28-2022 - A retroactive resolution authorizing the community development director to sign a commercial real estate sale agreement and sign and record a deed for the sale of real property.](#) *Suggested Action: Motion to approve Resolution No. 28-2022*

11. **PUBLIC COMMENT**

12. **MAYOR'S MESSAGE**

13. **COUNCIL INFORMATION & DISCUSSION**

14. **ADJOURN TO EXECUTIVE SESSION**

15. **EXECUTIVE SESSION**

- 15.1 [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*
- 15.2 [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*

15.3 **Executive Session - ORS 192.660 (2)(e)** authorizes the executive session to consider a real property transaction. *Suggested Action: N/A*

16. **RECONVENE**

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

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CITY OF UMATILLA, OREGON

# AGENDA BILL

|  |                                    |
|--|------------------------------------|
| <b>Agenda Title:</b><br>Umatilla Chamber of Commerce Annual Report | <b>Meeting Date:</b><br>2022-04-05 |
|--|------------------------------------|

|   |                                   |   |                      |
|---|-----------------------------------|---|----------------------|
| <b>Department:</b><br>Community Development | <b>Director:</b><br>Brandon Seitz | <b>Contact Person:</b><br>Brandon Seitz | <b>Phone Number:</b> |
|---|-----------------------------------|---|----------------------|

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

|  |                                    |
|--|------------------------------------|
| <b>Reviewed by Finance Department:</b><br>No | <b>Previously Presented:</b><br>NA |
|--|------------------------------------|

**Attachments to Agenda Packet Item:**

[Umatilla Chamber of Commerce 2021 Year in Review.pptx](#)

|  |
|--|
| <b>Summary Statement:</b><br>Presentation/discussion only. Annette Greiner, Executive Director, will present a review of 2021 and looking ahead to 2022. |
|--|

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



# Umatilla Chamber of Commerce 2021 Year in Review and Looking Ahead at 2022

City Council Presentation

April 2022

# Umatilla Chamber of Commerce Board of Directors

Annette Greiner, Executive Director

Yesenia Leon-Tegeda – President

Larry Hardy – Vice President

Treasurer – (Interim Executive Director)

Brandon Seitz – City of Umatilla

Alex Arroyo – Realtor

Heidi Sipe – Umatilla School District

Stephanie Martin – Umatilla Cab

Ankit Mungra – Fast Mart



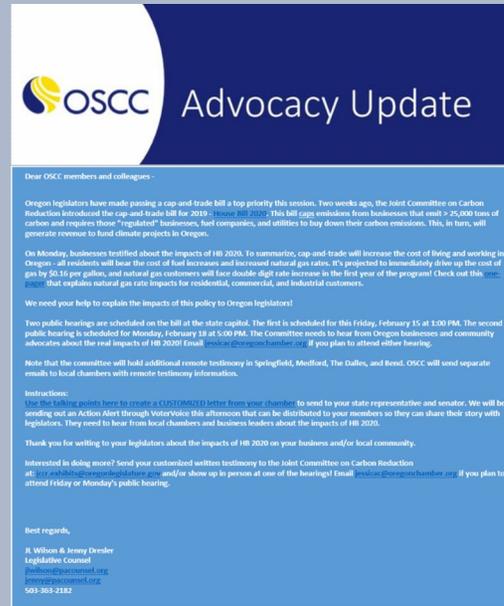
# Our Mission Statement



The mission of the Umatilla Chamber of Commerce is to actively promote local and regional businesses by providing opportunities and platforms where our members connect for the benefit of the community. Supporting and encouraging a healthy business community while working to increase tourism to ensure economic growth and stability.

# Examples of Services

- Advocacy
  - Legislative
  - Agency news sharing (Travel Oregon, Tourism, etc.)
- Advertising Opportunities
- Sponsorship Opportunities
- Helping Chamber members
  - Increase visibility in the community
  - Help to build relationships
  - Generate business referrals
  - Offer business support and training opportunities
  - Provide access to community leaders and officials



2021 Eastern Oregon Visitor Guide Ad

# 2021 Highlights

- Fish'n the Brave
  - by Fisher's Catch Outfitters
- Easter Egg Hunt
- Pasos al Exito
- Trick or Treat



# 2021 Fish'n the Brave

- Chamber Member
  - Fisher's Catch Outfitters
- 6th annual
- Largest ever with 100 vets signed up and 52 regional guides
- Meals sponsored by the Chamber, Ranch and Home, and The City of Umatilla
- Special thanks to City Staff and the Council Members who attended and helped out!



# DCA 2019 & 2020



# 2022 Preview

- Promotional Materials – Maps, flyers and social media opportunities to share Umatilla with the world! Featuring our member businesses and the wealth of resources available in the City and region.
- Membership Appreciation events
- Speaker Series – First Thursday's
- Paint Nights
- Networking events
- May 6, Distinguished Citizen Awards Banquet
- June 24 – 25, Landing Days led by City of Umatilla
- October 31, Trick or Treat 6<sup>th</sup> Street
- November 12, Fish'n the Brave led by Fisher's Catch Outfitters
- Ribbon Cuttings

Umatilla Chamber of Commerce Presents

## UPCOMING SPEAKERS

|   |  |
|---|--|
|  <b>Thursday, February 3rd</b><br>Sara Madrigal, Community<br>Engagement Manager                   | <br><small>CATCH THE VISION<br/>UMATILLA CHAMBER OF COMMERCE<br/>100 Cline Ave., UMATILLA, OREGON 97785</small><br>Location: Umatilla<br>Chamber of Commerce & Visitor's<br>Center<br>100 Cline Avenue<br>Time: 10:00 am to<br>11:30 am |
| <b>Thursday, March 3rd</b><br>Eric DeLary, Director<br>SBDC BMCC                                  |  |
|  <b>Thursday, April 7th</b><br>Representative Greg Smith   |  |
| <b>Thursday, May 5th</b><br>Brandon Seitz<br>Community Development Director<br>City of Umatilla  |  |

RSVP (541) 922-4825 or [info@umatillaorchamber.org](mailto:info@umatillaorchamber.org)

# Since November 1, 2022

- Wrote two grants specifically for the Chamber – one granted
- Technically assisted two Chamber members with grants
- Grew membership from 68 to 75 (present today)
- Cleaning the building
- Cleaning up membership list/Quickbooks/website/Facebook
- Handing out PPE as needed
- Networking – other chambers, Hermiston Rotary, luncheons, ribbon cuttings
- Participating in The Sherwood Trust Rural Community Leadership Program put on by Rural Development Initiatives (February – September)
- Attending OSCC Annual Conference – Hood River, Oregon – April 12-13
- Participating in a Grant Writing program – sponsored by Rural Development Initiatives
- Attending Regards to Rural – Pendleton, Oregon – May 20-21 – sponsored by Rural Development Initiatives
- KOHU Radio – Odd's n End's program – Monthly with the City of Umatilla
- Speaker Series – education/networking opportunities (open to public)

# Membership Breakdown

**Umatilla Chamber of Commerce  
Membership Report (as of 3.22.2022)**

| Yearly               | Individual/n | Home based       | 5 or <      | 6 - 10      | 11 - 50     | 51- 200   | 201 +     | Corporate   | Adv Pkg   | Total Revenue |
|----------------------|--------------|------------------|-------------|-------------|-------------|-----------|-----------|-------------|-----------|---------------|
|                      | on-profit    | (no store front) | Employees   | Employees   | Employees   | Employees | Employees |             |           |               |
|                      | \$ 40.00     | \$ 55.00         | \$ 120.00   | \$ 160.00   | \$ 195.00   | \$ 250.00 | \$ 350.00 | \$ 1,000.00 | \$ 75.00  |               |
| January              | \$ 400.00    |                  | \$ 360.00   | \$ 480.00   | \$ 585.00   | \$ 500.00 |           |             |           | \$ 2,325.00   |
| February             | \$ 40.00     |                  | \$ 360.00   | \$ 160.00   | \$ 195.00   |           |           |             | \$ 75.00  | \$ 830.00     |
| March                | \$ 40.00     | \$ 55.00         | \$ 120.00   |             | \$ 195.00   |           |           |             |           | \$ 410.00     |
| April                |              |                  | \$ 120.00   |             |             |           |           |             |           | \$ 120.00     |
| May                  |              |                  | \$ 120.00   | \$ 160.00   | \$ 195.00   |           |           |             |           | \$ 475.00     |
| June                 | \$ 120.00    |                  | \$ 240.00   |             | \$ 585.00   |           | \$ 350.00 |             |           | \$ 1,295.00   |
| July                 |              | \$ 110.00        | \$ 600.00   |             | \$ 195.00   |           |           |             |           | \$ 905.00     |
| August               |              |                  |             | \$ 160.00   |             |           |           |             |           | \$ 160.00     |
| September            |              |                  | \$ 480.00   | \$ 480.00   |             |           |           |             |           | \$ 960.00     |
| October              |              | \$ 55.00         |             |             |             |           |           |             |           | \$ 55.00      |
| November             | \$ 40.00     | \$ 55.00         | \$ 240.00   | \$ 160.00   |             |           |           | \$ 1,000.00 | \$ 75.00  | \$ 1,570.00   |
| December             | \$ 120.00    |                  | \$ 120.00   |             | \$ 195.00   |           |           |             |           | \$ 435.00     |
| <b>Total Revenue</b> | \$ 760.00    | \$ 275.00        | \$ 2,760.00 | \$ 1,600.00 | \$ 2,145.00 | \$ 500.00 | \$ 350.00 | \$ 1,000.00 | \$ 150.00 |               |

|        | # of Members |    |
|--------|--------------|----|
| Oct-21 | \$ 8,710.00  | 67 |
| Nov-21 | \$ 8,990.00  | 69 |
| Dec-21 | \$ 8,990.00  | 69 |
| Jan-22 | \$ 9,190.00  | 71 |
| Feb-22 | \$ 9,580.00  | 75 |
| Mar-22 | \$ 9,500.00  | 75 |
| Apr-22 |              |    |

**Yearly Revenue**  
\$ 9,540.00

Comp: Museum 40  
Arvig Media 350  
EOT 350  
  
Out-of-business: Fruteria Piqu -120

# Budget Worksheet

## Umatilla Chamber of Commerce 2022

|                          | January    | February | March       | April    | May        | June        | July     | August     | September   | October  | November   | December    | Total       |
|--------------------------|------------|----------|-------------|----------|------------|-------------|----------|------------|-------------|----------|------------|-------------|-------------|
| <b>Income:</b>           |            |          |             |          |            |             |          |            |             |          |            |             |             |
| Individual               | \$40       | \$400.00 | \$40.00     |          |            | \$120.00    |          |            |             |          | \$40.00    | \$120.00    | \$720.00    |
| Home-based               | \$55       |          | \$55.00     |          |            |             | \$110.00 |            |             | \$55.00  |            |             | \$275.00    |
| 5 or less Employees      | \$120      | \$480.00 | \$360.00    | \$120.00 | \$120.00   | \$240.00    | \$600.00 |            | \$480.00    |          | \$55.00    |             | \$2,880.00  |
| 6-10 Employees           | \$160      | \$480.00 | \$160.00    | \$120.00 | \$160.00   | \$240.00    | \$600.00 | \$160.00   | \$480.00    |          | \$160.00   |             | \$1,600.00  |
| 11-50 Employees          | \$195      | \$585.00 | \$195.00    | \$195.00 | \$195.00   | \$585.00    | \$195.00 |            |             |          |            | \$195.00    | \$2,145.00  |
| 51-200 Employees         | \$250      | \$500.00 |             |          |            |             |          |            |             |          |            |             | \$500.00    |
| 201+ Employees           | \$350      |          |             |          |            | \$350.00    |          |            |             |          |            |             | \$350.00    |
| Lg Corporation           | \$1000     |          |             |          |            |             |          |            |             |          | \$1,000.00 |             | \$1,000.00  |
| Extra Advertising Pkg    | \$75       | \$75.00  |             |          |            |             |          |            |             |          | \$75.00    |             | \$150.00    |
| <b>Memberships:</b>      | \$2,445.00 | \$830.00 | \$370.00    | \$120.00 | \$475.00   | \$1,295.00  | \$905.00 | \$160.00   | \$960.00    | \$55.00  | \$1,570.00 | \$435.00    | \$9,620.00  |
| Transient Room Tax       |            |          | \$6,000.00  |          |            | \$10,000.00 |          |            | \$11,000.00 |          |            | \$7,000.00  | \$34,000.00 |
| City Support             |            |          | \$5,250.00  |          |            | \$5,250.00  |          |            | \$5,250.00  |          |            | \$5,250.00  | \$21,000.00 |
| City payment for LD      |            |          |             |          | \$5,000.00 |             |          |            | \$5,000.00  |          |            |             | \$10,000.00 |
| Event sponsorships       |            |          |             |          |            |             |          |            |             |          |            |             | \$0.00      |
| Donations/Gifts          |            |          |             |          |            |             |          |            |             |          |            |             | \$0.00      |
| James and Farrell        | \$65.00    | \$65.00  | \$65.00     | \$65.00  | \$65.00    | \$65.00     | \$65.00  | \$65.00    | \$65.00     | \$65.00  | \$65.00    | \$65.00     | \$780.00    |
| Fund Raising             |            |          |             |          |            |             |          |            |             |          |            |             | \$0.00      |
| Misc. Income             |            |          |             |          |            |             |          |            |             |          |            |             | \$0.00      |
| Stage rental etc.        |            |          |             |          |            |             |          |            |             |          |            |             | \$0.00      |
| <b>Other Income:</b>     | \$2,510.00 | \$895.00 | \$11,685.00 | \$185.00 | \$5,540.00 | \$16,610.00 | \$970.00 | \$225.00   | \$22,275.00 | \$120.00 | \$1,635.00 | \$12,750.00 | \$75,400.00 |
| <b>Total Income:</b>     |            |          |             |          |            |             |          |            |             |          |            |             | \$85,020.00 |
| PO Box/Postage           | \$276.00   |          |             | \$25.00  |            |             |          | \$25.00    |             |          |            | \$150.00    | \$476.00    |
| Office Supplies          | \$25.00    | \$25.00  | \$25.00     | \$25.00  | \$25.00    | \$25.00     | \$25.00  | \$25.00    | \$25.00     | \$25.00  | \$25.00    | \$25.00     | \$300.00    |
| Office Expense           | \$10.00    | \$10.00  | \$10.00     | \$10.00  | \$10.00    | \$10.00     | \$10.00  | \$10.00    | \$10.00     | \$10.00  | \$10.00    | \$10.00     | \$120.00    |
| Go Daddy/Web             |            |          | \$500.00    |          |            |             |          |            |             |          |            |             | \$500.00    |
| Quick Books              | \$50.00    | \$50.00  | \$50.00     | \$50.00  | \$50.00    | \$50.00     | \$50.00  | \$50.00    | \$50.00     | \$50.00  | \$50.00    | \$50.00     | \$600.00    |
| Pacific Power            | \$250.00   | \$250.00 | \$250.00    | \$250.00 | \$250.00   | \$250.00    | \$250.00 | \$250.00   | \$250.00    | \$250.00 | \$250.00   | \$250.00    | \$3,000.00  |
| Cell phone/Mileage Reimb | \$150.00   | \$150.00 | \$150.00    | \$150.00 | \$150.00   | \$150.00    | \$150.00 | \$150.00   | \$150.00    | \$150.00 | \$150.00   | \$150.00    | \$1,800.00  |
| Century Link             | \$93.00    | \$93.00  | \$93.00     | \$93.00  | \$93.00    | \$93.00     | \$93.00  | \$93.00    | \$93.00     | \$93.00  | \$93.00    | \$93.00     | \$1,116.00  |
| Dessert Spring Water     | \$10.00    | \$10.00  | \$30.00     | \$10.00  | \$10.00    | \$30.00     | \$10.00  | \$30.00    | \$10.00     | \$30.00  | \$10.00    | \$30.00     | \$200.00    |
| EOT                      | \$25.00    |          |             |          |            |             |          |            |             |          |            |             | \$25.00     |
| Front Point Security     | \$50.00    | \$50.00  | \$50.00     | \$50.00  | \$50.00    | \$50.00     | \$50.00  | \$50.00    | \$50.00     | \$50.00  | \$50.00    | \$50.00     | \$600.00    |
| Insurance                |            | \$219.00 |             |          |            |             |          | \$2,200.00 |             |          |            |             | \$2,419.00  |

|                           |                    |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                                 |
|---------------------------|--------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|---------------------------------|
| Training                  | \$200.00           | \$200.00          | \$200.00          | \$200.00          | \$200.00          | \$200.00          | \$200.00          | \$200.00          | \$200.00          | \$200.00          | \$200.00          | \$200.00          | \$200.00          | \$200.00          | \$200.00          | \$200.00          | \$2,400.00                      |
| Barnett & Moro/Accounting | \$100.00           | \$100.00          | \$1,150.00        | \$100.00          | \$100.00          | \$350.00          | \$100.00          | \$100.00          | \$350.00          | \$100.00          | \$100.00          | \$350.00          | \$100.00          | \$100.00          | \$350.00          | \$100.00          | \$3,000.00                      |
| Payroll                   | \$3,400.00         | \$3,400.00        | \$3,400.00        | \$3,400.00        | \$3,400.00        | \$3,400.00        | \$3,400.00        | \$3,400.00        | \$3,400.00        | \$3,400.00        | \$3,400.00        | \$3,400.00        | \$3,400.00        | \$3,400.00        | \$3,400.00        | \$3,400.00        | \$40,800.00                     |
| Taxes                     | \$100.00           | \$100.00          | \$100.00          | \$100.00          | \$100.00          | \$100.00          | \$100.00          | \$100.00          | \$100.00          | \$100.00          | \$100.00          | \$100.00          | \$100.00          | \$100.00          | \$100.00          | \$100.00          | \$1,200.00                      |
| Secretary of State        | \$50.00            |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   | \$50.00                         |
| Memberships               | \$100.00           |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   | \$100.00                        |
| Advertisement             | \$5,000.00         |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   | \$5,000.00                      |
| Member Recognition        | \$500.00           |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   | \$500.00                        |
| Grand Openings            | \$500.00           |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   | \$500.00                        |
| Mics Expense              | \$500.00           |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   | \$500.00                        |
| Events                    | \$5,000.00         |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   | \$5,000.00                      |
| <b>Total Expenses:</b>    | <b>\$16,389.00</b> | <b>\$4,657.00</b> | <b>\$5,508.00</b> | <b>\$4,963.00</b> | <b>\$4,438.00</b> | <b>\$4,708.00</b> | <b>\$4,438.00</b> | <b>\$6,663.00</b> | <b>\$4,708.00</b> | <b>\$4,438.00</b> | <b>\$4,438.00</b> | <b>\$4,858.00</b> | <b>\$4,858.00</b> | <b>\$4,858.00</b> | <b>\$4,858.00</b> | <b>\$4,858.00</b> | <b>\$70,206.00</b>              |
|                           |                    |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   | <b>Net Revenue: \$14,814.00</b> |

# Thank you for your support!



CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

Introduction to Bryan Cutchen, Cutchen Consulting and Communications, LLC.

**Meeting Date:**

2022-04-05

**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 5 : Perform at the Highest Levels of Operational Excellence

CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

Utility Easement Discussion - Staff has received preliminary design drawings from Team Fishel requesting new utility easements across City owned property in the Hash Park area of McNary.

**Meeting Date:**

2022-04-05

**Department:**

Community Development

**Director:**

Brandon Seitz

**Contact Person:**

Brandon Seitz

**Phone Number:**

**Cost of Proposal:**

NA

**Amount Budgeted:**

NA

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

N/A

**Reviewed by Finance Department:**

No

**Previously Presented:**

NA

**Attachments to Agenda Packet Item:**

[Proposed Easement Team Fishel](#)

**Summary Statement:**

Discussion only

**Consistent with Council Goals:**

N/A



CITY OF UMATILLA, OREGON

# AGENDA BILL

|  |                                    |
|--|------------------------------------|
| <b>Agenda Title:</b><br>Building Regulations Updated - Staff has identified the need to make significant updates to the City's existing ordinance to maintain compliance with changes made by the legislature and other updates required by change to the administrative section of Oregon's adopted building codes. | <b>Meeting Date:</b><br>2022-04-05 |
|--|------------------------------------|

|   |                                   |   |                      |
|---|-----------------------------------|---|----------------------|
| <b>Department:</b><br>Community Development | <b>Director:</b><br>Brandon Seitz | <b>Contact Person:</b><br>Brandon Seitz | <b>Phone Number:</b> |
|---|-----------------------------------|---|----------------------|

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

|  |                                    |
|--|------------------------------------|
| <b>Reviewed by Finance Department:</b><br>No | <b>Previously Presented:</b><br>NA |
|--|------------------------------------|

**Attachments to Agenda Packet Item:**

[Updated for Building Codes Administration.docx](#)

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| <b>Summary Statement:</b><br>Discussion only |
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| <b>Consistent with Council Goals:</b><br>N/A |
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## **Proposed Update to Title 8 (Building Regulations) Chapter 1 (Building Codes)**

### **Section 8-1-1. Administration of Oregon Building Code.**

- a. Under authority of ORS 190.030 and ORS 203.045, THE CITY OF Umatilla hereby adopts the Oregon Building Code as set forth in ORS Chapter 455 and OAR Chapter 918 as the same may be amended from time-to-time by the State legislature and by State agencies.
- b. The City of Umatilla Building Code enforcement jurisdiction shall apply to all areas within cities jurisdiction.
- c. The adoption of the Building Code includes the following Oregon Specialty Codes, the Administrative Rules, and Standards, which are hereby adopted and incorporated herein as though fully set forth here at:
  - (1) The Oregon Structural Specialty Code, as adopted by and together with OAR Chapter 918, Division 460.
  - (2) The Oregon Mechanical Specialty Code, as adopted by and together with OAR Chapter 918, Division 440.
  - (3) The Oregon Plumbing Specialty Code, as adopted by and together with OAR Chapter 918, Division 750 through Division 780.
  - (4) The Oregon Residential Specialty Code, as adopted by and together with OAR Chapter 918, Division 480.
  - (5) The Manufactured Dwelling Installation Rules, as adopted by and together with OAR Chapter 918, Division 500 through Division 520, including the Oregon Manufactured Dwelling Standard.
  - (6) The Oregon Electrical Specialty Code, as adopted by and together with OAR Chapter 918, Divisions 305 & 309.
  - (7) The sections, appendices, or provisions of the Oregon Fire Code, as specifically referenced from the State Building Code.
  - (8) The Oregon Recreation Parks and Organizational Camps rules, OAR Chapter 918, Division 650.

### **Section 8-1- 2. City of Umatilla Building Codes Division.**

City of Umatilla has created a building code division, which shall be known as City of Umatilla Building Codes Division, and this division shall include building official, inspector, and plans examiner who are qualified and licensed to act in that capacity to enforce provisions of the code and to render written and oral interpretations of the code to clarify the application of its provisions.

### **Section 8-1-3. Definitions.**

For purposes of the Building Code, the following definitions shall apply:

- a. **Building Inspector.** Representatives of the Building Official, Building Codes to administer the provisions of this ordinance and the Building Code.
- b. **Building Official.** The head official in charge of City of Umatilla Building Codes and direct supervisor of the Building Inspector.
- c. **Board of Directors.** The City of Umatilla City Council.
- d. **Administrative Officer.** The City Administrator for the City and the Building Official.

**Section 8-1-4. Fees**

- a. Fees for permits, inspections, re-inspection, plan checks, site plan review, copy costs, and other fees deemed reasonable in order to administer the Building Code shall be set and adopted from time-to-time by Resolution of the City of Umatilla City Council and in accordance with OAR Chapter 918-020.
- b. The Building Official shall have authority to refund fees in accordance with any refund policy set by the City of Umatilla City Council.
- c. Determination of value or valuation under any provisions of the Building Code shall be made by the

Building Official. The value used in computing building permit and plan review fees shall be the total value of all construction work for the project for which the permit is issued, including all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems, and any other permanent equipment.

**Section 8-1-5 General Powers and Duties of the Building Official**

- a. The Building Official is authorized and directed to enforce all the provisions of the Building Code and this Ordinance.
- b. The Building Official shall have the power to render written and oral interpretations of the Building Code and shall adopt and enforce administrative procedures in order to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformance with the intent and purpose of the Building Code.
- c. The Building Official may appoint deputies and other employees to carry out functions of The City of Umatilla

Building Codes with the approval of the City Administrator. References to the Building Official shall include the Building Officials appointed deputies and other employees of the agency.

**Section 8-1-6. Right of Entry**

Not adopted by the State of Oregon, Building Codes Division, as part of the state building code. Only applicable if this section is adopted by the City of Umatilla City Council as part of this ordinance.

**Section 8-1- 7. Stop Work Orders.**

Whenever any work is being done contrary to the provisions of this ordinance implemented through the enforcement of the Building Code in section 8-1-1, the Building Official may order the work stopped by notice, in writing, served on any persons engaged in the doing or causing such work to be done, and any such persons shall forthwith stop such work until authorized by the Building Official to proceed with work

**Section 8-1- 8. Authority to Disconnect Utilities in Emergencies.**

Not adopted by the State of Oregon Building Codes Division as part of the state building codes. Only applicable if this section is adopted by the City of Umatilla City Council as part of this ordinance.

**Section 8-1-9. Connection After Order to Disconnect.**

Not adopted by the State of Oregon Building Codes Division as part of the state building codes. Only applicable if this section is adopted by the City of Umatilla City Council as part of this ordinance.

**Section 8-1-10. Occupancy Violations.**

Whenever any building or structure or equipment therein, regulated by the Building Code, is being used contrary to the provision of the Building code, the Building Official may order such use discontinued and the structure or portion thereof vacated, by notice served on any person causing such use to be discontinued. Such person shall discontinue the use within the time prescribed by the Building Official after receipt of such notice to make the structure or portion thereof comply with the requirements of the Building Code.

**Section 8-1-11. Local Appeals Process**

- a. Any appeal of an inspector decision shall be reviewed by the Building Official. The appeal may be oral or in writing. There is no cost for this initial appeal and a decision shall normally be rendered within forty- eight (48) hours of the receipt of the appeal.
- b. Any person aggrieved by the final decision of the Building Official may file an appeal with the State Building Codes Division, in accordance with their statutes and rules.

**Section 8-1-12. Plans and Permits**

- a. Except as otherwise provided by law, no building or structure regulated by the Building Code shall be erected, constructed, enlarged, altered, repaired, moved, improved, or converted unless a separate permit for each building or structure has first been obtained from the Building Official.
- b. The application, plans, specifications, computations and other data filed by an applicant for a permit shall be reviewed by the Building Official. Such plans may be reviewed by other departments of this jurisdiction to verify compliance with any applicable laws under their jurisdiction. If the Building Official finds that the work described in application for a permit and the plans, specifications and other data filed therewith conform to the requirements of the Building Code and other pertinent laws and ordinances, and that the fees have been paid, the Building Official shall issue a permit therefor to the applicant.
- c. When the Building Official issues the permit where plans are required, the Building Official shall endorse, in writing, or stamp the plans and specifications. Such approved plans and specifications shall not be changed, modified and altered without authorization from the Building Official, and all work regulated by the Building Code shall be done in accordance with the approved plans.

- d. The Building Official may issue a permit for the construction of part of a building or structure before the entire plans and specifications for the whole building or structure have been submitted or approved; provided adequate information and detailed statements have been filed complying with all pertinent requirements of the Building Code. The holder of a partial permit shall proceed without assurance that the permit for the entire building or structure will be granted.

#### **Section 8-1-13. Retention of Plans**

One set of approved plans, specifications and computations shall be retained by the Building Official for the period of time as required by Oregon laws, OAR Chapter 166, from the date of completion of the work covered therein, and one set of approved plans and specifications shall be returned to the applicant, and the returned set shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress. Retention of all records shall be as set forth in Oregon laws under OAR 166-150-0020 and as the same is from time-to-time amended.

#### **Section 8-1-14. Validity of Permit**

- a. No permit shall be issued if the parcel of land or the use of the land on which the building, structure, or equipment is to be placed, erected, altered, equipped, or used, is in violation of any city ordinance or does not conform to the requirements of title 10.
- b. The issuance or granting of a permit or approval of plans, specifications, and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the Building Code, or of any other city ordinance or code. Permits presuming to give authority to violate or cancel the provisions of the Building Code or other city ordinance or code shall not be valid.
- c. The issuance of a permit based on plans, specifications and other data shall not prevent the Building Official from thereafter requiring the correction of errors in the plans, specifications and other data, or from preventing building operations being carried on there under when in violation of the Building Code or any city ordinance or code adopted by this chapter.

#### **Section 8-1-15. Expiration of Applications, Plans and Permits**

Expiration and refunds shall be in accordance with policy set by the Building Official and approved by the City Manager.

#### **Section 8-1-16. Work Without Permit; Investigation Fees**

- a. Whenever any work for which a permit is required by the Building Code, including all specialties, had been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.
- b. An investigation fee, in addition to the permit fee, may be collected whether or not a permit is then or subsequently issued. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of the Building Code nor from any penalty prescribed by law.

### **Section 8-1-17. Transfer of Permits**

A permit issued to one person or fine levied may not be transferred to another, except when written consent from the original permit holder and new transferee are provided and approved by the Building Official, except that electrical permits are not transferable under any circumstances.

### **Section 8-1-18. Public Nuisance**

The erection, construction, reconstruction, alteration, maintenance, installation, or use of any building, structure, manufactured dwelling, or mobile home in violation of the Building Code shall be deemed a nuisance and may be enjoined, abated or removed.

### **Section 8-1-19. Violation Enforcement**

- a. No person shall erect, construct, enlarge, alter, move, improve, remove, convert or demolish, equip, use, occupy or maintain a building structure or cause the same to be done, contrary to or in violation of this Ordinance or the State Building Code.
- b. Violation of a provision of this Ordinance shall be subject to a Civil Penalty not exceeding \$5,000.00 for a single violation or \$1,000.00 per day for a continuing violation and shall be processed in accordance with the procedures set forth in this Ordinance.
- c. Each day that a violation of a provision of this Ordinance exists constitutes a separate violation.
- d. The penalties and remedies provided in this Ordinance are not exclusive and are in addition to other penalties and remedies available to the City of Umatilla Building Codes Division under other ordinance or law.
- e. Any appeal filed to the Oregon Building Codes Division within thirty {30} days of the original notification of violation shall stay these violation proceedings pending the date of final decision by the Division.

### **Section 8-1-20. Authority to Impose Administrative Civil Penalty**

- a. In addition to and not in lieu of any other enforcement mechanism authorized upon a determination of the Building Official that a person has violated a provision of this ordinance or rule adopted thereunder, the Building Official may impose upon the violator and/or any other responsible person an administrative civil penalty as provided by this Ordinance. For purposes of this Ordinance, responsible person includes the violator, and if the violator is not the owner of the building or property at which the violation occurs, may include the owner as well.
- b. Prior to imposing an administrative civil penalty under this Ordinance, the Building Official shall pursue reasonable attempts to secure voluntary correction, failing which the Building Official may issue a notice of civil violation to one or more of the responsible persons to correct the violation. Except where the Building Official determines that the violation poses an immediate threat to health, safety, environment, or public welfare, the time for correction shall not be less than thirty {30} days from the date of initial written notification.

- c. If the required correction has not been completed by the date or time specified in the order, the Building Official may impose a civil penalty on each person to whom an order to correct was issued.
- d. Notwithstanding subsection b. above, the Building Official may impose a civil penalty, even if compliance has been obtained, where the Building Official determines that the violation was done knowingly or intentionally, or was a repeat of the same or similar violation.
- e. In imposing a penalty authorized by this Section, the Building Official shall consider:
  - 1) The person's past history in taking all feasible steps or procedures necessary or appropriate to correct the violation;
  - 2) Any prior violations of statutes, rules, orders, and permits;
  - 3) The gravity and magnitude of the violation;
  - 4) Whether the violation was repeated or continuous;
  - 5) Whether the cause of the violation was intentional or negligent.
- f. The notice of civil penalty shall include all information required by Oregon law. The notice served by mail shall be deemed received for purpose of any time computations hereunder three (3) days after the date mailed if to an address within this state, and seven (7) days after the date mailed if to an address outside this state. The notice shall either be served by personal service or shall be sent by registered or certified mail.
- g. A civil penalty imposed hereunder shall become final upon expiration of the time for filing an appeal, unless the responsible person appeals the penalty to Wasco County pursuant to, and within the time limits established. If the responsible person appeals the civil penalty, the penalty shall become final, or deemed null and void upon final decision of the appointed Hearings Officer.
- h. Imposition of an administrative civil penalty does not relieve the requirement of code compliance or an investigation fee. Each day the violator fails to remedy the code violation shall constitute a separate violation that may result in additional civil penalties up to \$1,000.00 per day.
- i. Failure to pay a penalty imposed hereunder within fifteen (15) days after the penalty becomes final, as provided in subsection g., shall constitute a violation of this Ordinance. Each day the penalty is not paid shall constitute a separate violation, with additional civil penalties up to \$1,000 per day. The Building Official also is authorized to collect the penalty by any administrative or judicial action or proceeding authorized by including, but not limited to, a lien on the property as authorized by subsection j. below. Any expenses incurred in collection will be added to the administrative penalty.
- j. If an administrative civil penalty remains unpaid thirty (30) days after such penalty becomes final, the Building Official may assess the property the full amount of the unpaid fine and shall enter such an assessment as a lien in the docket of liens for the county in which the real property is situated. At the time such an assessment is made, the Building Official shall notify the responsible person that the penalty has been assessed against the real property upon which the violation occurred and has been entered in the docket of county liens. The lien shall be enforced in the same manner as liens established by law. The interest shall commence from the date of entry of the lien in the lien docket.

- k. In addition to enforcement mechanisms authorized elsewhere in this Ordinance, failure to pay an administrative civil penalty, imposed pursuant to subsection a. of this Section, shall be grounds for withholding issuance of requested permits, or revocation or suspension of other permits by the responsible person on the same property.

**Section 21. Appeal Procedures**

- a. City of Umatilla shall appoint one or more Hearings Officers or Panel, who may be any person other than the Building Official, to hear any appeals to the Building Official's decision concerning administrative civil penalties or permit suspensions.
- b. A person aggrieved by an administrative action of the Building Official, taken pursuant to this Ordinance, may, within fifteen (15) days after the date of notice of the action, appeal, in writing to the Hearings Officer. The appeal shall be accompanied by a appeal fee as established by the City of Umatilla and shall state: *The appeal shall be accompanied by an appeal fee as established by The City of Umatilla through Resolution and shall state:*
  - 1) The name and address of the appellant;
  - 2) The nature of the determination being appealed;
  - 3) The reason the determination is incorrect; and
  - 4) What the correct determination of the appeal should be.An appellant who fails to file such a statement within the time permitted waives the right to further appeal or objection, and the administrative action shall become final upon the date specified in the Notice. *Except as provided in subsection f of this Section, the appeal fee is not refundable.*
- c. If a notice of revocation of a permit is the subject of the appeal, the revocation does not take effect until final determination of the appeal. Notwithstanding this paragraph, an emergency suspension shall take effect upon the time stated within the notice of suspension.
- d. Unless the appellant and The City of Umatilla agree to a longer period, an appeal shall be heard by the designated Hearings Officer within thirty (30) days of the receipt of the notice of intent to appeal. At least ten (10) days prior to the hearing, City of Umatilla shall mail notice of the time and location thereof to the appellant.
- e. The Hearings Officer shall hear and determine the appeal on the basis of the appellant's written statement, any additional evidence deemed appropriate, the requirements of the State Building Code and this Ordinance. At the hearing, the appellant may present testimony and oral agreement personally or by counsel. The rules of evidence as used by the courts of law do not apply.
- f. The Hearings Officer shall issue a written decision within fifteen (15) days of the hearing date. The decision of the Hearings Officer after the hearing is final, and may include a determination that the appeal fee be refunded to the applicant upon a finding that the appeal was not frivolous.

CITY OF UMATILLA, OREGON

# AGENDA BILL

|   |                                    |
|---|------------------------------------|
| <b>Agenda Title:</b><br>March Paid Invoices | <b>Meeting Date:</b><br>2022-04-05 |
|---|------------------------------------|

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

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

|   |                                     |
|---|-------------------------------------|
| <b>Reviewed by Finance Department:</b><br>Yes | <b>Previously Presented:</b><br>N/A |
|---|-------------------------------------|

**Attachments to Agenda Packet Item:**

[March 2022 Paid Invoices.pdf](#)

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| <b>Summary Statement:</b><br>Motion to approve |
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| <b>Consistent with Council Goals:</b><br>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 |
|---------------|-------------------------------|----------------|--------------------------------------|--------------|----------------|--------------|------------------|
| <b>8</b>      |                               |                |                                      |              |                |              |                  |
| 8             | A Burk's Custom Glass         | 2256           | Boyd's House                         | 03/04/22     | 978.00         | 48506        | 03/23/22         |
|               |                               | 2272           | Auto Glass                           | 03/15/22     | 450.00         | 48506        | 03/23/22         |
| Total 8:      |                               |                |                                      |              | 1,428.00       |              |                  |
| <b>13</b>     |                               |                |                                      |              |                |              |                  |
| 13            | A-1 Industrial Hose & Supply  | 295765         | Parks Supplies                       | 03/10/22     | 31.17          | 48507        | 03/23/22         |
| Total 13:     |                               |                |                                      |              | 31.17          |              |                  |
| <b>45</b>     |                               |                |                                      |              |                |              |                  |
| 45            | AJ's Printed Apparel          | 19983          | PD - Employee Clothing Allowance     | 03/10/22     | 42.00          | 48587        | 03/25/22         |
| Total 45:     |                               |                |                                      |              | 42.00          |              |                  |
| <b>76</b>     |                               |                |                                      |              |                |              |                  |
| 76            | American Printing             | 62201          | Inspection Forms                     | 03/15/22     | 171.00         | 48508        | 03/23/22         |
| Total 76:     |                               |                |                                      |              | 171.00         |              |                  |
| <b>91</b>     |                               |                |                                      |              |                |              |                  |
| 91            | Andrews Sewer & Drain Service | 7783           | Cleaned Main Line of Sludge manhole  | 02/22/22     | 395.00         | 48433        | 03/07/22         |
| Total 91:     |                               |                |                                      |              | 395.00         |              |                  |
| <b>148</b>    |                               |                |                                      |              |                |              |                  |
| 148           | Banner Bank Mastercard        | 0715.01.24.2   | Business Lunch                       | 01/24/22     | 10.25          | 48500        | 03/10/22         |
|               |                               | 0715.01.24.2   | Business Lunch                       | 01/24/22     | 10.25          | 48500        | 03/10/22         |
|               |                               | 0715.01.24.2   | Business Lunch                       | 01/24/22     | 10.25          | 48500        | 03/10/22         |
|               |                               | 0715.01.24.2   | Business Lunch                       | 01/24/22     | 10.25          | 48500        | 03/10/22         |
|               |                               | 0715.01.24.2   | Business Lunch                       | 01/24/22     | 8.75           | 48500        | 03/10/22         |
|               |                               | 0715.01.24.2   | Business Lunch                       | 01/24/22     | 8.75           | 48500        | 03/10/22         |
|               |                               | 0715.01.24.2   | Business Lunch                       | 01/24/22     | 8.75           | 48500        | 03/10/22         |
|               |                               | 0715.01.24.2   | Dinosaurs for Parks Rec. Programming | 01/24/22     | 604.58         | 48500        | 03/10/22         |
|               |                               | 0715.01.24.2   | Business Lunch                       | 01/24/22     | 5.83           | 48500        | 03/10/22         |
|               |                               | 0715.01.24.2   | Business Lunch                       | 01/24/22     | 5.83           | 48500        | 03/10/22         |
|               |                               | 0715.01.24.2   | Business Lunch                       | 01/24/22     | 5.82           | 48500        | 03/10/22         |
|               |                               | 0715.01.24.2   | Business Lunch                       | 01/24/22     | 5.82           | 48500        | 03/10/22         |
|               |                               | 0715.01.24.2   | Business Lunch                       | 01/24/22     | 4.73           | 48500        | 03/10/22         |
|               |                               | 0715.01.24.2   | Business Lunch                       | 01/24/22     | 4.73           | 48500        | 03/10/22         |
|               |                               | 0715.01.24.2   | Business Lunch                       | 01/24/22     | 4.72           | 48500        | 03/10/22         |
|               |                               | 0715.01.24.2   | Business Lunch                       | 01/24/22     | 4.73           | 48500        | 03/10/22         |
|               |                               | 0715.01.24.2   | Hermiston Ranch and Home             | 01/24/22     | 6.50           | 48500        | 03/10/22         |
|               |                               | 0715.01.24.2   | Hermiston Ranch and Home             | 01/24/22     | 6.49           | 48500        | 03/10/22         |
|               |                               | 0715.01.24.2   | Hermiston Ranch and                  |              |                |              |                  |

| Vendor Number | Name | Invoice Number | Description                         | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|------|----------------|-------------------------------------|--------------|----------------|--------------|------------------|
|               |      |                | Home                                | 01/24/22     | 6.50           | 48500        | 03/10/22         |
|               |      | 0715.01.24.2   | Hermiston Ranch and Home            | 01/24/22     | 6.49           | 48500        | 03/10/22         |
|               |      | 0715.01.24.2   | Golf Course Staff Lunch Meeting     | 01/24/22     | 107.50         | 48500        | 03/10/22         |
|               |      | 0715.01.24.2   | Business Lunch                      | 01/24/22     | 8.76           | 48500        | 03/10/22         |
|               |      | 0715.02.21.2   | Business Lunch                      | 02/21/22     | 10.25          | 48500        | 03/10/22         |
|               |      | 0715.02.21.2   | Business Lunch                      | 02/21/22     | 10.25          | 48500        | 03/10/22         |
|               |      | 0715.02.21.2   | Business Lunch                      | 02/21/22     | 10.25          | 48500        | 03/10/22         |
|               |      | 0715.02.21.2   | Business Lunch                      | 02/21/22     | 10.25          | 48500        | 03/10/22         |
|               |      | 0715.02.21.2   | Business Lunch                      | 02/21/22     | 7.98           | 48500        | 03/10/22         |
|               |      | 0715.02.21.2   | Business Lunch                      | 02/21/22     | 7.97           | 48500        | 03/10/22         |
|               |      | 0715.02.21.2   | Business Lunch                      | 02/21/22     | 7.98           | 48500        | 03/10/22         |
|               |      | 0715.02.21.2   | Business Lunch                      | 02/21/22     | 7.97           | 48500        | 03/10/22         |
|               |      | 0715.02.21.2   | Global Industries                   | 02/21/22     | 448.67         | 48500        | 03/10/22         |
|               |      | 0715.02.21.2   | Global Industries                   | 02/21/22     | 448.67         | 48500        | 03/10/22         |
|               |      | 0715.02.21.2   | Global Industries                   | 02/21/22     | 448.67         | 48500        | 03/10/22         |
|               |      | 0715.02.21.2   | Global Industries                   | 02/21/22     | 448.68         | 48500        | 03/10/22         |
|               |      | 0715.02.21.2   | Charge on Account                   | 02/21/22     | 5.34           | 48500        | 03/10/22         |
|               |      | 0715.02.21.2   | Charge on Account                   | 02/21/22     | 5.35           | 48500        | 03/10/22         |
|               |      | 0715.02.21.2   | Charge on Account                   | 02/21/22     | 5.34           | 48500        | 03/10/22         |
|               |      | 0715.02.21.2   | Charge on Account                   | 02/21/22     | 5.34           | 48500        | 03/10/22         |
|               |      | 2217.02.21.2   | OPOA-Training Capers                | 02/21/22     | 175.00         | 48434        | 03/07/22         |
|               |      | 2217.02.21.2   | TLO Transunion                      | 02/21/22     | 75.00          | 48434        | 03/07/22         |
|               |      | 2217.02.21.2   | CMI-School Safety Conference-Wilson | 02/21/22     | 129.00         | 48434        | 03/07/22         |
|               |      | 2217.02.21.2   | PASP-ID Cards                       | 02/21/22     | 32.58          | 48434        | 03/07/22         |
|               |      | 2217.02.21.2   | Inn@Spanish Head-Training-Huxel     | 02/21/22     | 126.54         | 48434        | 03/07/22         |
|               |      | 2217.02.21.2   | OSSA-Training-Baker & Zita          | 02/21/22     | 300.00         | 48434        | 03/07/22         |
|               |      | 2970.02.21.2   | Recreation Equipment                | 02/21/22     | 164.99         | 48500        | 03/10/22         |
|               |      | 2970.02.21.2   | Recreation Program-Valentine's Day  | 02/21/22     | 89.37          | 48500        | 03/10/22         |
|               |      | 2970.02.21.2   | Recreation Equipment-Cookware       | 02/21/22     | 879.71         | 48500        | 03/10/22         |
|               |      | 2970.02.21.2   | Recreation Advertising              | 02/21/22     | 2.28           | 48500        | 03/10/22         |
|               |      | 3132.02.21.2   | Eastern Oregon AWWA                 | 02/21/22     | 250.00         | 48434        | 03/07/22         |
|               |      | 3132.02.21.2   | PW Meeting                          | 02/21/22     | 78.10          | 48434        | 03/07/22         |
|               |      | 3132.02.21.2   | PW Meeting                          | 02/21/22     | 78.11          | 48434        | 03/07/22         |
|               |      | 3132.02.21.2   | PW Meeting                          | 02/21/22     | 78.10          | 48434        | 03/07/22         |
|               |      | 3132.02.21.2   | PW Meeting                          | 02/21/22     | 78.10          | 48434        | 03/07/22         |
|               |      | 3132.02.21.2   | PW Meeting                          | 02/21/22     | 78.10          | 48434        | 03/07/22         |
|               |      | 3132.02.21.2   | Shop Equipment                      | 02/21/22     | 115.00         | 48434        | 03/07/22         |
|               |      | 3132.02.21.2   | Shop Equipment                      | 02/21/22     | 114.99         | 48434        | 03/07/22         |
|               |      | 5571.02.21.2   | Credit Voucher                      | 02/21/22     | 99.99-         | 48500        | 03/10/22         |
|               |      | 5571.02.21.2   | Work Lunch with public works        | 02/21/22     | 43.96          | 48500        | 03/10/22         |
|               |      | 5571.02.21.2   | Adobe Creative                      | 02/21/22     | 239.88         | 48500        | 03/10/22         |
|               |      | 5919.02.21.2   | Supplies for Boyd's House           | 02/21/22     | 643.00         | 48434        | 03/07/22         |
|               |      | 6777.02.21.2   | Business Meeting                    | 02/21/22     | 39.56          | 48434        | 03/07/22         |
|               |      | 6777.02.21.2   | LOC Training                        | 02/21/22     | 285.13         | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Whirlpool-Refridg. Filter           | 02/21/22     | 89.99          | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Golf Course-DirectTV Pro Shop       | 02/21/22     | 142.18         | 48434        | 03/07/22         |

| Vendor Number | Name | Invoice Number | Description                                | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|------|----------------|--|--------------|----------------|--------------|------------------|
|               |      | 6929.02.21.2   | Derek Harrington-Pesticide License Renewal | 02/21/22     | 65.00          | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Office Supplies                            | 02/21/22     | 8.78           | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Office Supplies                            | 02/21/22     | 8.78           | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Office Supplies                            | 02/21/22     | 8.78           | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Office Supplies                            | 02/21/22     | 8.77           | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Office Chair-Coleman                       | 02/21/22     | 39.99          | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Office Chair-Coleman                       | 02/21/22     | 39.99          | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Office Chair-Coleman                       | 02/21/22     | 40.00          | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Office Chair-Coleman                       | 02/21/22     | 40.00          | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Chris Foreman Pesticide License Renewal    | 02/21/22     | 50.00          | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Challenge Runner                           | 02/21/22     | 33.17          | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Challenge Runner                           | 02/21/22     | 33.17          | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Challenge Runner                           | 02/21/22     | 33.16          | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Challenge Runner                           | 02/21/22     | 33.16          | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Challenge Runner                           | 02/21/22     | 33.17          | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Challenge Runner                           | 02/21/22     | 33.17          | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Office Supplies                            | 02/21/22     | 8.67           | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Office Supplies                            | 02/21/22     | 10.12          | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Office Supplies                            | 02/21/22     | 10.11          | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Dog License Tags-2022                      | 02/21/22     | 62.50          | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Water Dept Meeting                         | 02/21/22     | 53.70          | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Office Chair-Foutz                         | 02/21/22     | 518.44         | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Marina Supplies                            | 02/21/22     | 13.99          | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Marina Supplies                            | 02/21/22     | 241.37         | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Office Bookshelf-Coleman                   | 02/21/22     | 35.08          | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Office Bookshelf-Coleman                   | 02/21/22     | 35.08          | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Office Bookshelf-Coleman                   | 02/21/22     | 35.09          | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Office Bookshelf-Coleman                   | 02/21/22     | 35.08          | 48434        | 03/07/22         |
|               |      | 6929.02.21.2   | Office Supplies                            | 02/21/22     | 15.99          | 48434        | 03/07/22         |
|               |      | 7126.01.24.2   | Taylor Made Golf                           | 01/24/22     | 240.46         | 48500        | 03/10/22         |
|               |      | 7126.01.24.2   | The Golf Warehouse                         | 01/24/22     | 58.92          | 48500        | 03/10/22         |
|               |      | 7126.01.24.2   | Ascushnet Golf                             | 01/24/22     | 135.57         | 48500        | 03/10/22         |
|               |      | 7126.01.24.2   | Taylor Made Golf-Credit Voucher            | 01/24/22     | 240.46-        | 48500        | 03/10/22         |
|               |      | 7126.01.24.2   | Amazon-ProShop Retail                      | 01/24/22     | 179.99         | 48500        | 03/10/22         |
|               |      | 7126.01.24.2   | The Golf Warehouse                         | 01/24/22     | 89.95          | 48500        | 03/10/22         |
|               |      | 7126.01.24.2   | Walmart-Proshop supplies                   | 01/24/22     | 142.29         | 48500        | 03/10/22         |
|               |      | 7126.01.24.2   | Safeway-supplies                           | 01/24/22     | 14.99          | 48500        | 03/10/22         |
|               |      | 7126.01.24.2   | Acushnet Golf                              | 01/24/22     | 1,404.00       | 48500        | 03/10/22         |
|               |      | 7126.01.24.2   | Frito Lay                                  | 01/24/22     | 27.19          | 48500        | 03/10/22         |
|               |      | 7126.02.21.2   | Smittys Ace Hardware                       | 02/21/22     | 57.95          | 48500        | 03/10/22         |
|               |      | 7126.02.21.2   | Amazon                                     | 02/21/22     | 389.99         | 48500        | 03/10/22         |
|               |      | 7126.02.21.2   | Walmart                                    | 02/21/22     | 81.01          | 48500        | 03/10/22         |
|               |      | 7126.02.21.2   | Amazon                                     | 02/21/22     | 13.99          | 48500        | 03/10/22         |
|               |      | 7126.02.21.2   | Walmart                                    | 02/21/22     | 19.10          | 48500        | 03/10/22         |
|               |      | 7126.02.21.2   | Acushnet Company                           | 02/21/22     | 120.00         | 48500        | 03/10/22         |
|               |      | 7126.02.21.2   | Walmart-credit voucher                     | 02/21/22     | 16.56-         | 48500        | 03/10/22         |
|               |      | 7126.02.21.2   | Amazon                                     | 02/21/22     | 98.40          | 48500        | 03/10/22         |
|               |      | 7126.02.21.2   | Amazon                                     | 02/21/22     | 29.99          | 48500        | 03/10/22         |
|               |      | 7126.02.21.2   | United States Postal Service               | 02/21/22     | 58.00          | 48500        | 03/10/22         |

| Vendor Number | Name                         | Invoice Number | Description                         | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|------------------------------|----------------|-------------------------------------|--------------|----------------|--------------|------------------|
|               |                              | 7126.02.21.2   | Pelzer Golf                         | 02/21/22     | 816.40         | 48500        | 03/10/22         |
|               |                              | 7126.02.21.2   | Acushnet Company                    | 02/21/22     | 1,872.00       | 48500        | 03/10/22         |
|               |                              | 7126.02.21.2   | Frito Lay                           | 02/21/22     | 65.76          | 48500        | 03/10/22         |
|               |                              | 7126.02.21.2   | Walmart                             | 02/21/22     | 23.73          | 48500        | 03/10/22         |
|               |                              | 7126.02.21.2   | Fees on Account                     | 02/21/22     | 44.13          | 48500        | 03/10/22         |
|               |                              | 8328.02.21.2   | OAMR- Mid Year Registration         | 02/21/22     | 225.00         | 48500        | 03/10/22         |
|               |                              | 8328.02.21.2   | IIMC Registration                   | 02/21/22     | 735.00         | 48500        | 03/10/22         |
|               |                              | 8328.02.21.2   | Amazon Iphone Cable- John Rodriguez | 02/21/22     | 9.99           | 48500        | 03/10/22         |
|               |                              | 8328.02.21.2   | Costco-TV/Mount for Boyd's Place    | 02/21/22     | 794.98         | 48500        | 03/10/22         |
|               |                              | 8328.02.21.2   | LogMeln                             | 02/21/22     | 20.21          | 48500        | 03/10/22         |
|               |                              | 8328.02.21.2   | LogMeln                             | 02/21/22     | 6.75           | 48500        | 03/10/22         |
|               |                              | 8328.02.21.2   | LogMeln                             | 02/21/22     | 6.73           | 48500        | 03/10/22         |
|               |                              | 8328.02.21.2   | LogMeln                             | 02/21/22     | 13.50          | 48500        | 03/10/22         |
|               |                              | 8328.02.21.2   | LogMeln                             | 02/21/22     | 195.50         | 48500        | 03/10/22         |
|               |                              | 8328.02.21.2   | LogMeln                             | 02/21/22     | 13.50          | 48500        | 03/10/22         |
|               |                              | 8328.02.21.2   | LogMeln                             | 02/21/22     | 20.21          | 48500        | 03/10/22         |
|               |                              | 8328.02.21.2   | LogMeln                             | 02/21/22     | 6.74           | 48500        | 03/10/22         |
|               |                              | 8336.02.21.2   | Police Supplies                     | 02/21/22     | 98.15          | 48434        | 03/07/22         |
|               |                              | 8336.02.21.2   | Walmart-Staff Meeting Meals         | 02/21/22     | 88.07          | 48434        | 03/07/22         |
|               |                              | 8336.02.21.2   | Vivo-Desk                           | 02/21/22     | 349.99         | 48434        | 03/07/22         |
|               |                              | 8336.02.21.2   | Police Supplies                     | 02/21/22     | 90.77          | 48434        | 03/07/22         |
|               | Total 148:                   |                |                                     |              | 16,882.01      |              |                  |
| <b>203</b>    |                              |                |                                     |              |                |              |                  |
| 203           | Bishop Red Rock Inc          | 80001          | Red Sanding Material                | 03/05/22     | 1,180.50       | 48510        | 03/23/22         |
|               | Total 203:                   |                |                                     |              | 1,180.50       |              |                  |
| <b>276</b>    |                              |                |                                     |              |                |              |                  |
| 276           | Builders FirstSource         | 84805080       | Golf Course                         | 01/27/22     | 161.06         | 48513        | 03/23/22         |
|               |                              | 84816819       | Golf Course                         | 01/31/22     | 84.17          | 48513        | 03/23/22         |
|               |                              | 84840461       | Golf Course                         | 02/04/22     | 83.06          | 48513        | 03/23/22         |
|               |                              | 84920527       | Golf Course                         | 02/22/22     | 326.23         | 48513        | 03/23/22         |
|               | Total 276:                   |                |                                     |              | 654.52         |              |                  |
| <b>294</b>    |                              |                |                                     |              |                |              |                  |
| 294           | Buttercreek Sod, LLC         | 21-543         | PARKS MAINTENANCE-SOD               | 02/07/22     | 880.00         | 48514        | 03/23/22         |
|               |                              | 21-546         | PARKS MAINTENANCE-SOD               | 02/10/22     | 936.00         | 48514        | 03/23/22         |
|               | Total 294:                   |                |                                     |              | 1,816.00       |              |                  |
| <b>320</b>    |                              |                |                                     |              |                |              |                  |
| 320           | Canon Solutions America, Inc | 4038928953     | COPIER MAINTENANCE                  | 02/24/22     | 208.19         | 48515        | 03/23/22         |
|               | Total 320:                   |                |                                     |              | 208.19         |              |                  |

| Vendor Number | Name                           | Invoice Number | Description                            | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|--------------------------------|----------------|--|--------------|----------------|--------------|------------------|
| <b>351</b>    |                                |                |  |              |                |              |                  |
| 351           | Cascade Natural Gas Corp.      | 1092.02.23.2   | 700 6th St.                            | 02/23/22     | 147.66         | 48440        | 03/07/22         |
|               |                                | 1092.02.23.2   | 700 6th St.                            | 02/23/22     | 147.66         | 48440        | 03/07/22         |
|               |                                | 1092.02.23.2   | 700 6th St.                            | 02/23/22     | 147.66         | 48440        | 03/07/22         |
|               |                                | 3033.02.23.2   | 82959 Draper St.                       | 02/23/22     | 253.68         | 48440        | 03/07/22         |
|               |                                | 7846.02.23.2   | 830 6th St.                            | 02/23/22     | 422.91         | 48440        | 03/07/22         |
|               |                                | 7851.02.23.2   | 822 6TH ST.                            | 02/23/22     | 119.23         | 48440        | 03/07/22         |
|               |                                | 8476.02.23.2   | 1205 W 3RD St.                         | 02/23/22     | 1,171.62       | 48440        | 03/07/22         |
| Total 351:    |                                |                |  |              | 2,410.42       |              |                  |
| <b>353</b>    |                                |                |  |              |                |              |                  |
| 353           | Caselle, Inc.                  | 115322         | Business License module                | 02/25/22     | 4,650.00       | 48517        | 03/23/22         |
| Total 353:    |                                |                |  |              | 4,650.00       |              |                  |
| <b>367</b>    |                                |                |  |              |                |              |                  |
| 367           | CenturyLink                    | 678B.02.25.2   | Police Dept Phones                     | 02/25/22     | 91.08          | 48518        | 03/23/22         |
| Total 367:    |                                |                |  |              | 91.08          |              |                  |
| <b>391</b>    |                                |                |  |              |                |              |                  |
| 391           | CI INFORMATION MANAGMEN        | 0127146        | PD Shred Services                      | 11/30/21     | 95.49          | 48519        | 03/23/22         |
|               |                                | 0127147        | Onsite document shred                  | 11/30/21     | 95.49          | 48519        | 03/23/22         |
|               |                                | 0128607        | Onsite document shred-<br>Police Dept. | 12/31/21     | 48.57          | 48519        | 03/23/22         |
|               |                                | 0131542        | PD Shred Services                      | 02/28/22     | 48.98          | 48519        | 03/23/22         |
|               |                                | 0131543        | Onsite document shred                  | 02/28/22     | 97.97          | 48519        | 03/23/22         |
| Total 391:    |                                |                |  |              | 386.50         |              |                  |
| <b>435</b>    |                                |                |  |              |                |              |                  |
| 435           | Commercial Tire                | 278476         | Public Works Equipment-<br>Dump Truck  | 02/22/22     | 64.20          | 48442        | 03/07/22         |
|               |                                | 278476         | Public Works Equipment-<br>Dump Truck  | 02/22/22     | 64.20          | 48442        | 03/07/22         |
|               |                                | 279218         | Snow tire change over                  | 03/14/22     | 90.00          | 48523        | 03/23/22         |
|               |                                | 279282         | Snow tire change over                  | 03/16/22     | 90.00          | 48523        | 03/23/22         |
|               |                                | 279285         | Snow tire change over                  | 03/16/22     | 90.00          | 48523        | 03/23/22         |
|               |                                | 279285         | PD Equip. Op                           | 03/16/22     | 81.76          | 48523        | 03/23/22         |
|               |                                | 279290         | Snow tire change over                  | 03/16/22     | 90.00          | 48523        | 03/23/22         |
|               |                                | 279468         | Snow tire change over                  | 03/22/22     | 288.90         | 48589        | 03/25/22         |
| Total 435:    |                                |                |  |              | 859.06         |              |                  |
| <b>453</b>    |                                |                |  |              |                |              |                  |
| 453           | Core & Main LP                 | Q155265        | WATER DEPT<br>MAINTENANCE              | 03/03/22     | 1,349.94       | 48525        | 03/23/22         |
| Total 453:    |                                |                |  |              | 1,349.94       |              |                  |
| <b>550</b>    |                                |                |  |              |                |              |                  |
| 550           | DEQ - Dept. of Environmental Q | WQSTM2200      | Water Quality Permit                   | 03/01/22     | 3,619.00       | 48526        | 03/23/22         |

| Vendor Number | Name                        | Invoice Number | Description               | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|-----------------------------|----------------|---------------------------|--------------|----------------|--------------|------------------|
| Total 550:    |                             |                |                           |              | 3,619.00       |              |                  |
| <b>559</b>    |                             |                |                           |              |                |              |                  |
| 559           | Devin Oil Company Inc       | CL64448        | PD Fuel                   | 02/15/22     | 1,801.61       | 48445        | 03/07/22         |
|               |                             | CL64659        | Public Works Fuel         | 02/28/22     | 244.74         | 48527        | 03/23/22         |
|               |                             | CL64659        | Public Works Fuel         | 02/28/22     | 244.73         | 48527        | 03/23/22         |
|               |                             | CL64659        | Public Works Fuel         | 02/28/22     | 244.74         | 48527        | 03/23/22         |
|               |                             | CL64659        | Public Works Fuel         | 02/28/22     | 244.73         | 48527        | 03/23/22         |
|               |                             | CL64660        | PD Fuel                   | 02/28/22     | 1,337.12       | 48527        | 03/23/22         |
|               |                             | CL64873        | Public Works Fuel         | 03/15/22     | 320.16         | 48527        | 03/23/22         |
|               |                             | CL64873        | Public Works Fuel         | 03/15/22     | 320.16         | 48527        | 03/23/22         |
|               |                             | CL64873        | Public Works Fuel         | 03/15/22     | 320.16         | 48527        | 03/23/22         |
|               |                             | CL64873        | Public Works Fuel         | 03/15/22     | 320.17         | 48527        | 03/23/22         |
|               |                             | CL64874        | PD Fuel                   | 03/15/22     | 1,781.17       | 48527        | 03/23/22         |
| Total 559:    |                             |                |                           |              | 7,179.49       |              |                  |
| <b>607</b>    |                             |                |                           |              |                |              |                  |
| 607           | Ducote Consulting           | 1765           | Grant Admin-CDBG Water    | 02/28/22     | 667.50         | 48446        | 03/07/22         |
|               |                             | 1766           | Grand Admin CDBG Sewer    | 02/28/22     | 170.00         | 48446        | 03/07/22         |
|               |                             | 1767           | EDA Business Center       | 02/28/22     | 967.50         | 48446        | 03/07/22         |
|               |                             | 1767           | EDA Business Center       | 02/28/22     | 967.50         | 48446        | 03/07/22         |
| Total 607:    |                             |                |                           |              | 2,772.50       |              |                  |
| <b>609</b>    |                             |                |                           |              |                |              |                  |
| 609           | Duke's Auto Plus            | 14310          | Battery/Install           | 03/08/22     | 195.00         | 48530        | 03/23/22         |
| Total 609:    |                             |                |                           |              | 195.00         |              |                  |
| <b>620</b>    |                             |                |                           |              |                |              |                  |
| 620           | Dyer, Duane                 | TRAINING03     | Water/Wastewater Training | 03/27/22     | 126.75         | 48532        | 03/23/22         |
|               |                             | TRAINING03     | Water/Wastewater Training | 03/27/22     | 126.75         | 48532        | 03/23/22         |
| Total 620:    |                             |                |                           |              | 253.50         |              |                  |
| <b>628</b>    |                             |                |                           |              |                |              |                  |
| 628           | East Oregonian              | 285455         | Rezoning Notice: Planning | 03/14/22     | 330.03         | 48533        | 03/23/22         |
| Total 628:    |                             |                |                           |              | 330.03         |              |                  |
| <b>635</b>    |                             |                |                           |              |                |              |                  |
| 635           | Eastern Oregon Telecom, LLC | 0317.03.01.2   | Golf Course               | 03/01/22     | 103.34         | 48447        | 03/07/22         |
|               |                             | 8743.02.07.2   | Marina Internet           | 02/07/22     | 246.50         | 48447        | 03/07/22         |
|               |                             | 8743.02.07.2   | City Hall Internet        | 02/07/22     | 2.77-          | 48447        | 03/07/22         |
|               |                             | 8743.02.07.2   | City Hall Internet        | 02/07/22     | 8.32-          | 48447        | 03/07/22         |
|               |                             | 8743.02.07.2   | City Shop                 | 02/07/22     | 24.34          | 48447        | 03/07/22         |
|               |                             | 8743.02.07.2   | City Shop                 | 02/07/22     | 262.28         | 48447        | 03/07/22         |
|               |                             | 8743.02.07.2   | City Library              | 02/07/22     | 236.94         | 48447        | 03/07/22         |
|               |                             | 8743.02.07.2   | Police Dept. Internet     | 02/07/22     | 237.94         | 48447        | 03/07/22         |

| Vendor Number | Name                   | Invoice Number | Description                     | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|------------------------|----------------|---------------------------------|--------------|----------------|--------------|------------------|
| Total 635:    |                        |                |                                 |              | 1,100.25       |              |                  |
| <b>700</b>    |                        |                |                                 |              |                |              |                  |
| 700           | Express Services, Inc. | 26816409       | Temp Service-Court Clerk        | 02/23/22     | 993.60         | 48448        | 03/07/22         |
|               |                        | 26843107       | Temp Service-Court Clerk        | 03/02/22     | 794.88         | 48534        | 03/23/22         |
|               |                        | 26881845       | Temp Service-Court Clerk        | 03/09/22     | 993.60         | 48534        | 03/23/22         |
| Total 700:    |                        |                |                                 |              | 2,782.08       |              |                  |
| <b>720</b>    |                        |                |                                 |              |                |              |                  |
| 720           | FERGUSON WATERWORKS #3 | 0682639-4      | Upgrade/Analytics               | 02/25/22     | 16,387.50      | 48449        | 03/07/22         |
|               |                        | 1025410-1      | Meter Inventory                 | 12/14/21     | 1,470.36       | 48449        | 03/07/22         |
|               |                        | 1079091        | Water Dept Supplies             | 03/04/22     | 54.93          | 48535        | 03/23/22         |
| Total 720:    |                        |                |                                 |              | 17,912.79      |              |                  |
| <b>854</b>    |                        |                |                                 |              |                |              |                  |
| 854           | Gordon's Electric Inc. | J000747        | Golf Cart Sheds                 | 02/18/22     | 23,650.00      | 48451        | 03/07/22         |
|               |                        | W16915         | McNary Lift Station             | 03/01/22     | 542.50         | 48536        | 03/23/22         |
|               |                        | W16916         | WWTP                            | 03/01/22     | 400.00         | 48536        | 03/23/22         |
|               |                        | W16948         | Investigate damage at B Dock    | 03/08/22     | 115.00         | 48536        | 03/23/22         |
|               |                        | W16969         | Generator at PD                 | 03/14/22     | 16,805.00      | 48536        | 03/23/22         |
|               |                        | W16984         | Spare Light Supplies            | 03/15/22     | 4,330.00       | 48536        | 03/23/22         |
|               |                        | W16985         | Street Light Repair-Miller Loop | 03/16/22     | 635.57         | 48536        | 03/23/22         |
|               |                        | W16986         | WWTP                            | 03/16/22     | 247.50         | 48536        | 03/23/22         |
|               |                        | W16987         | Boyd's Place-Wire for TV        | 03/16/22     | 1,069.01       | 48536        | 03/23/22         |
|               |                        | W16988         | Nugent Park Concession Stands   | 03/16/22     | 2,509.37       | 48536        | 03/23/22         |
|               |                        | W16998         | Marina-Diesel Pump              | 03/18/22     | 167.50         | 48536        | 03/23/22         |
|               |                        | W16999         | Bridgeport Ave-Street Light     | 03/18/22     | 163.34         | 48536        | 03/23/22         |
|               |                        | W17001         | RV Park                         | 03/18/22     | 144.58         | 48536        | 03/23/22         |
| Total 854:    |                        |                |                                 |              | 50,779.37      |              |                  |
| <b>856</b>    |                        |                |                                 |              |                |              |                  |
| 856           | Gotcha Covered         | 448406         | Cleaning Services               | 03/01/22     | 443.84         | 48452        | 03/07/22         |
|               |                        | 448406         | Cleaning Services               | 03/01/22     | 383.98         | 48452        | 03/07/22         |
|               |                        | 448406         | Cleaning Services               | 03/01/22     | 383.98         | 48452        | 03/07/22         |
|               |                        | 448406         | Cleaning Services               | 03/01/22     | 248.20         | 48452        | 03/07/22         |
| Total 856:    |                        |                |                                 |              | 1,460.00       |              |                  |
| <b>905</b>    |                        |                |                                 |              |                |              |                  |
| 905           | H.D. Fowler Company    | I6034085       | Water Dept Supplies Meters etc  | 03/10/22     | 746.28         | 48537        | 03/23/22         |
| Total 905:    |                        |                |                                 |              | 746.28         |              |                  |
| <b>960</b>    |                        |                |                                 |              |                |              |                  |
| 960           | Carson                 | 20315          | Ice Rink                        | 02/04/22     | 153.51         | 48516        | 03/23/22         |

| Vendor Number | Name                       | Invoice Number | Description       | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|----------------------------|----------------|-------------------|--------------|----------------|--------------|------------------|
|               |                            | IN-677339      | Ice Rink          | 02/11/22     | 27.50          | 48439        | 03/07/22         |
|               |                            | IN-677340      | Ice Rink          | 02/11/22     | 77.87          | 48439        | 03/07/22         |
| Total 960:    |                            |                |                   |              | 258.88         |              |                  |
| <b>966</b>    |                            |                |                   |              |                |              |                  |
| 966           | Hermiston Auto Parts, Inc. | 621874         | street supplies   | 11/18/21     | 38.42          | 48538        | 03/23/22         |
|               |                            | 624050         | Waste Water Dept. | 02/01/22     | 9.29           | 48538        | 03/23/22         |
|               |                            | 624832         | WWTP Supplies     | 02/22/22     | 18.04          | 48453        | 03/07/22         |
|               |                            | 624878         | Marina Supplies   | 02/23/22     | 10.08          | 48453        | 03/07/22         |
|               |                            | 624903         | Marina Supplies   | 02/24/22     | 17.17          | 48538        | 03/23/22         |
|               |                            | 624904         | sewer supplies    | 02/24/22     | 10.99          | 48453        | 03/07/22         |
|               |                            | 625050         | Parks Supplies    | 03/01/22     | 20.48          | 48538        | 03/23/22         |
|               |                            | 625098         | WWTP Supplies     | 03/02/22     | 14.49          | 48538        | 03/23/22         |
|               |                            | 625135         | Parks Supplies    | 03/03/22     | 77.95          | 48538        | 03/23/22         |
|               |                            | 625155         | WWTP Supplies     | 03/03/22     | 10.69          | 48538        | 03/23/22         |
|               |                            | 625340         | Parks Supplies    | 03/08/22     | 3.79           | 48538        | 03/23/22         |
|               |                            | 625656         | Parks Supplies    | 03/16/22     | 18.95          | 48538        | 03/23/22         |
|               |                            | 625731         | Parks Supplies    | 03/18/22     | 21.90          | 48590        | 03/25/22         |
| Total 966:    |                            |                |                   |              | 272.24         |              |                  |
| <b>980</b>    |                            |                |                   |              |                |              |                  |
| 980           | Hermiston Quicky Lube      | 507996         | Oil Change        | 02/03/22     | 47.95          | 48539        | 03/23/22         |
|               |                            | 509845         | Oil Change        | 02/28/22     | 65.90          | 48454        | 03/07/22         |
| Total 980:    |                            |                |                   |              | 113.85         |              |                  |
| <b>1012</b>   |                            |                |                   |              |                |              |                  |
| 1012          | Home Depot Credit Services | 1101149        | Boyd's Place      | 02/15/22     | 3,489.80       | 48456        | 03/07/22         |
|               |                            | 5521251        | Shop Vac          | 02/21/22     | 89.97          | 48456        | 03/07/22         |
|               |                            | 5521893        | Parks Supplies    | 02/11/22     | 120.91         | 48456        | 03/07/22         |
|               |                            | 6663451        | Boyd's Place      | 02/10/22     | 1,249.00       | 48456        | 03/07/22         |
|               |                            | 7043293        | Boyd's Place      | 02/09/22     | 39.95          | 48456        | 03/07/22         |
|               |                            | 7043321        | Boyd's Place      | 02/09/22     | 526.35         | 48456        | 03/07/22         |
|               |                            | 8043214        | Marina Supplies   | 02/08/22     | 68.42          | 48456        | 03/07/22         |
|               |                            | 9043131        | Parks Supplies    | 02/07/22     | 29.91          | 48456        | 03/07/22         |
| Total 1012:   |                            |                |                   |              | 5,614.31       |              |                  |
| <b>1060</b>   |                            |                |                   |              |                |              |                  |
| 1060          | Ingram                     | 58292071       | Library Books     | 03/08/22     | 10.36          | 48543        | 03/23/22         |
|               |                            | 58292072       | Library Books     | 03/08/22     | 16.80          | 48543        | 03/23/22         |
|               |                            | 58292073       | Library Books     | 03/08/22     | 17.39          | 48543        | 03/23/22         |
|               |                            | 58292074       | Library Books     | 03/08/22     | 86.97          | 48543        | 03/23/22         |
|               |                            | 58292075       | Library Books     | 03/08/22     | 16.19          | 48543        | 03/23/22         |
|               |                            | 58292076       | Library Books     | 03/08/22     | 93.56          | 48543        | 03/23/22         |
|               |                            | 58432695       | Library Books     | 03/15/22     | 16.80          | 48543        | 03/23/22         |
|               |                            | 58432696       | Library Books     | 03/15/22     | 17.40          | 48543        | 03/23/22         |
|               |                            | 58432697       | Library Books     | 03/15/22     | 17.39          | 48543        | 03/23/22         |
|               |                            | 58432698       | Library Books     | 03/15/22     | 141.90         | 48543        | 03/23/22         |

| Vendor Number | Name                  | Invoice Number | Description                                     | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
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| Total 1060:   |                       |                |   |              | 434.76         |              |                  |
| <b>1068</b>   |                       |                |   |              |                |              |                  |
| 1068          | Intermountain ESD     | 598T075861     | PD-Cases  | 02/17/22     | 74.04          | 48458        | 03/07/22         |
|               |                       | 598T076144     | Canon Roll Holder                               | 03/03/22     | 156.20         | 48544        | 03/23/22         |
| Total 1068:   |                       |                |   |              | 230.24         |              |                  |
| <b>1089</b>   |                       |                |   |              |                |              |                  |
| 1089          | J U B Engineers, Inc. | 0370341        | Umatilla Wastewater Facilities Plan             | 03/10/22     | 11,261.90      | 48546        | 03/23/22         |
|               |                       | 150412         | Umatilla Pedestrian Bridge and Waterline        | 02/17/22     | 7,894.27       | 48460        | 03/07/22         |
|               |                       | 150412         | Umatilla Pedestrian Bridge and Waterline        | 02/17/22     | 22,926.03      | 48460        | 03/07/22         |
|               |                       | 150471         | Fishing Shack and Boat Launch Estimates         | 02/22/22     | 1,273.20       | 48460        | 03/07/22         |
|               |                       | 150473         | Kiwanis Falls Concept through Design Phase      | 02/22/22     | 6,983.68       | 48460        | 03/07/22         |
|               |                       | 150543         | Umatilla Water Master Plan                      | 02/22/22     | 2,466.47       | 48460        | 03/07/22         |
|               |                       | 150545         | City of Umatilla-Risk and Resilience Assessment | 02/22/22     | 185.50         | 48460        | 03/07/22         |
|               |                       | 150590         | Umatilla On-Call Engineering Services           | 02/23/22     | 4,950.81       | 48460        | 03/07/22         |
|               |                       | 150590         | Umatilla On-Call Engineering Services           | 02/23/22     | 383.07         | 48460        | 03/07/22         |
|               |                       | 150592         | Power City-Brownell Water Improvements          | 02/23/22     | 17,365.70      | 48460        | 03/07/22         |
|               |                       | 150593         | Power City-Brownell Sewer Improvements          | 02/23/22     | 16,929.92      | 48460        | 03/07/22         |
|               |                       | 150595         | Umatilla Hash Park Concept                      | 02/23/22     | 3,087.50       | 48460        | 03/07/22         |
|               |                       | 150596         | Umatilla Marina Concept                         | 02/23/22     | 3,225.00       | 48460        | 03/07/22         |
|               |                       | 150600         | Umatilla Business Center                        | 02/23/22     | 257.55         | 48460        | 03/07/22         |
|               |                       | 150600         | Umatilla Business Center                        | 02/23/22     | 257.55         | 48460        | 03/07/22         |
|               |                       | 150731         | Umatilla Public Works Standards Update          | 02/28/22     | 46.67          | 48460        | 03/07/22         |
|               |                       | 150731         | Umatilla Public Works Standards Update          | 02/28/22     | 46.67          | 48460        | 03/07/22         |
|               |                       | 150731         | Umatilla Public Works Standards Update          | 02/28/22     | 46.66          | 48460        | 03/07/22         |
|               |                       | 151083         | Port of Umatilla Property Partition Plat Ph2    | 03/14/22     | 1,525.90       | 48546        | 03/23/22         |
|               |                       | 151084         | Umatilla On-Call Engineering Services           | 03/14/22     | 336.38         | 48546        | 03/23/22         |
|               |                       | 151084         | Umatilla On-Call Engineering Services           | 03/14/22     | 336.37         | 48546        | 03/23/22         |
|               |                       | 151084         | PDX 121-130                                     | 03/14/22     | 5,180.82       | 48546        | 03/23/22         |
|               |                       | 151084         | PDX 194 Development                             | 03/14/22     | 2,823.36       | 48546        | 03/23/22         |
|               |                       | 151084         | Golf Course Topo Survey                         | 03/14/22     | 2,366.17       | 48546        | 03/23/22         |
|               |                       | 151085         | Power City-Brownell Water Improvements          | 03/14/22     | 20,762.20      | 48546        | 03/23/22         |
|               |                       | 151086         | Power City-Brownell Sewer Improvements          | 03/14/22     | 8,929.80       | 48546        | 03/23/22         |

| Vendor Number | Name                             | Invoice Number | Description  | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
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|               |                                  | 151087         | Umatilla Hash Park Concept                           | 03/14/22     | 1,605.00       | 48546        | 03/23/22         |
|               |                                  | 151088         | Umatilla Marina Concept                              | 03/14/22     | 1,935.00       | 48546        | 03/23/22         |
|               |                                  | 151096         | Kiwanis Falls Concept Through Design Phase           | 03/15/22     | 15,790.41      | 48546        | 03/23/22         |
|               |                                  | 151097         | Wanapa Road and Utilities Extension-Phase 1          | 03/15/22     | 9,237.62       | 48546        | 03/23/22         |
|               |                                  | 151099         | Umatilla Pedestrian Bridge and Waterline Replacement | 03/15/22     | 18,144.36      | 48546        | 03/23/22         |
|               |                                  | 151099         | Umatilla Pedestrian Bridge and Waterline Replacement | 03/15/22     | 25,467.34      | 48546        | 03/23/22         |
|               |                                  | 151100         | Quincy Ave. Improvements                             | 03/15/22     | 745.50         | 48546        | 03/23/22         |
|               | Total 1089:                      |                |  |              | 214,774.38     |              |                  |
| <b>1099</b>   |                                  |                |  |              |                |              |                  |
| 1099          | James C. Fulper dba Health Opt   | 99059          | DOT Physical-Mendoza                                 | 02/23/22     | 95.00          | 48462        | 03/07/22         |
|               | Total 1099:                      |                |  |              | 95.00          |              |                  |
| <b>1112</b>   |                                  |                |  |              |                |              |                  |
| 1112          | Jimmy's Johns Portable Toilets L | 16710          | Marina & RV Park - 2 Units                           | 03/01/22     | 205.00         | 48547        | 03/23/22         |
|               |                                  | 16710          | nugent park  | 03/01/22     | 195.17         | 48547        | 03/23/22         |
|               | Total 1112:                      |                |  |              | 400.17         |              |                  |
| <b>1141</b>   |                                  |                |  |              |                |              |                  |
| 1141          | Jones-Scott co.                  | 46729          | Gravel for Marina                                    | 02/18/22     | 189.21         | 48548        | 03/23/22         |
|               |                                  | 46743          | Gravel for Marina                                    | 02/23/22     | 818.69         | 48548        | 03/23/22         |
|               |                                  | 46749          | Gravel for Marina                                    | 02/24/22     | 844.31         | 48548        | 03/23/22         |
|               |                                  | 46757          | Gravel for Marina                                    | 02/28/22     | 622.23         | 48548        | 03/23/22         |
|               | Total 1141:                      |                |  |              | 2,474.44       |              |                  |
| <b>1189</b>   |                                  |                |  |              |                |              |                  |
| 1189          | KIE Supply Corp                  | 2058025-01     | Parks Supplies                                       | 03/09/22     | 372.84         | 48549        | 03/23/22         |
|               |                                  | 2058345        | Parks Supplies                                       | 02/22/22     | 10.49          | 48463        | 03/07/22         |
|               |                                  | 2059137        | Parks Supplies                                       | 03/09/22     | 81.07          | 48549        | 03/23/22         |
|               |                                  | 2059144        | Landscape Fabric                                     | 03/09/22     | 120.51         | 48549        | 03/23/22         |
|               |                                  | 2059559        | Sprinkler Parts                                      | 03/17/22     | 561.91         | 48549        | 03/23/22         |
|               |                                  | 2059670        | Marina Sprinkler                                     | 03/18/22     | 15.30          | 48549        | 03/23/22         |
|               |                                  | 2059704        | Marina Sprinkler                                     | 03/21/22     | 149.10         | 48593        | 03/25/22         |
|               | Total 1189:                      |                |  |              | 1,311.22       |              |                  |
| <b>1197</b>   |                                  |                |  |              |                |              |                  |
| 1197          | Knerr Construction, Inc.         | 21-147-1       | Repair bathroom doors                                | 12/14/21     | 865.00         | 48464        | 03/07/22         |
|               | Total 1197:                      |                |  |              | 865.00         |              |                  |
| <b>1211</b>   |                                  |                |  |              |                |              |                  |
| 1211          | Krogh, Theresa                   | FEBRUARY       | Weddings   | 02/25/22     | 225.00         | 48465        | 03/07/22         |

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| Total 1211:   |                              |                |                                 |              | 225.00         |              |                  |
| <b>1221</b>   |                              |                |                                 |              |                |              |                  |
| 1221          | Kuo Testing Labs             | 2112363        | TRCI Lab Tests TBR              | 12/28/21     | 85.10          | 48551        | 03/23/22         |
|               |                              | 2201177        | TRCI Lab Tests TBR              | 01/24/22     | 85.10          | 48551        | 03/23/22         |
|               |                              | 2202058        | TRCI Lab Tests TBR              | 02/04/22     | 85.10          | 48551        | 03/23/22         |
|               |                              | 2202323        | TRCI Lab Tests TBR              | 02/24/22     | 85.10          | 48466        | 03/07/22         |
|               |                              | 2203027        | TRCI Lab Tests                  | 03/02/22     | 85.10          | 48551        | 03/23/22         |
|               |                              | 2203108        | TRCI Lab Tests TBR              | 03/09/22     | 85.10          | 48551        | 03/23/22         |
|               |                              | 2203224        | TRCI Lab Tests TBR              | 03/17/22     | 85.10          | 48594        | 03/25/22         |
| Total 1221:   |                              |                |                                 |              | 595.70         |              |                  |
| <b>1226</b>   |                              |                |                                 |              |                |              |                  |
| 1226          | L.N. Curtis and Sons         | INV554778      | PD Uniform                      | 12/23/21     | 121.04         | 48501        | 03/10/22         |
| Total 1226:   |                              |                |                                 |              | 121.04         |              |                  |
| <b>1461</b>   |                              |                |                                 |              |                |              |                  |
| 1461          | Mid-American Research Chemic | 0756574-IN     | Black Nitrile Gloves            | 03/10/22     | 575.73         | 48552        | 03/23/22         |
| Total 1461:   |                              |                |                                 |              | 575.73         |              |                  |
| <b>1561</b>   |                              |                |                                 |              |                |              |                  |
| 1561          | Norco Inc.                   | 34353634       | Cylinder Rental                 | 02/08/22     | 42.28          | 48553        | 03/23/22         |
|               |                              | 34353634       | Cylinder Rental                 | 02/08/22     | 42.28          | 48553        | 03/23/22         |
| Total 1561:   |                              |                |                                 |              | 84.56          |              |                  |
| <b>1580</b>   |                              |                |                                 |              |                |              |                  |
| 1580          | NW Farm Supply Inc.          | 2202-216390    | WWTP supplies                   | 02/22/22     | 84.96          | 48554        | 03/23/22         |
|               |                              | 2203-220336    | Water Dept                      | 03/02/22     | 23.97          | 48554        | 03/23/22         |
|               |                              | 2203-223752    | Shop Supplies                   | 03/09/22     | 89.94          | 48554        | 03/23/22         |
|               |                              | 2203-223929    | Park Supplies                   | 03/09/22     | 145.90         | 48554        | 03/23/22         |
| Total 1580:   |                              |                |                                 |              | 344.77         |              |                  |
| <b>1615</b>   |                              |                |                                 |              |                |              |                  |
| 1615          | One Call Concepts, Inc.      | 2020508        | Regular Tickets, Modem Delivery | 02/28/22     | 91.20          | 48470        | 03/07/22         |
| Total 1615:   |                              |                |                                 |              | 91.20          |              |                  |
| <b>1636</b>   |                              |                |                                 |              |                |              |                  |
| 1636          | Oregon Dept of Revenue       | 03.01.2022     | State Court Assessments         | 03/01/22     | 22,370.15      | 48471        | 03/07/22         |
| Total 1636:   |                              |                |                                 |              | 22,370.15      |              |                  |
| <b>1676</b>   |                              |                |                                 |              |                |              |                  |
| 1676          | OXARC Inc.                   | 31484113       | Street Dept. Supplies           | 02/28/22     | 68.67          | 48472        | 03/07/22         |
|               |                              | 31486692       | parks supplies                  | 03/03/22     | 94.63          | 48556        | 03/23/22         |
|               |                              | 31497017       | parks supplies                  | 03/17/22     | 68.85          | 48556        | 03/23/22         |

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|               |               | 6633502.28.    | Charges on Account             | 02/28/22     | 2.00           | 48472        | 03/07/22         |
| Total 1676:   |               |                |                                |              | 234.15         |              |                  |
| <b>1684</b>   |               |                |                                |              |                |              |                  |
| 1684          | Pacific Power | 0010.02.16.2   | 820 6th St.                    | 02/16/22     | 108.01         | 48473        | 03/07/22         |
|               |               | 0010.03.16.2   | 820 6th St.                    | 03/16/22     | 84.98          | 48557        | 03/23/22         |
|               |               | 0013.02.16.2   | HWY. 395& 730 Interti Well     | 02/16/22     | 2,497.50       | 48473        | 03/07/22         |
|               |               | 0013.03.16.2   | Highway 395 & 730 Interti Well | 03/16/22     | 2,268.04       | 48557        | 03/23/22         |
|               |               | 0021.03.16.2   | McNary Ind. Park Lift          | 03/16/22     | 7,113.78       | 48557        | 03/23/22         |
|               |               | 0028.02.24.2   | golf course                    | 02/24/22     | 829.43         | 48473        | 03/07/22         |
|               |               | 0036.02.23.2   | 1651 2nd St.-Boyd's Place      | 02/23/22     | 175.82         | 48473        | 03/07/22         |
|               |               | 0039.02.25.2   | McFarland Well                 | 02/25/22     | 1,710.52       | 48473        | 03/07/22         |
|               |               | 0054.02.23.2   | 282 Powerline Rd.              | 02/23/22     | 17.70          | 48473        | 03/07/22         |
|               |               | 0062.02.16.2   | Shop Complex                   | 02/16/22     | 26.43          | 48473        | 03/07/22         |
|               |               | 0062.03.16.2   | Shop Complex                   | 03/16/22     | 26.43          | 48557        | 03/23/22         |
|               |               | 0070.02.16.2   | 8th & F SE Corner              | 02/16/22     | 86.96          | 48473        | 03/07/22         |
|               |               | 0070.03.16.2   | 8th & F SE Corner              | 03/16/22     | 83.24          | 48557        | 03/23/22         |
|               |               | 0096.02.23.2   | 6th & A St.                    | 02/23/22     | 19.21          | 48473        | 03/07/22         |
|               |               | 0104.02.25.2   | Street Lights                  | 02/25/22     | 2,784.89       | 48473        | 03/07/22         |
|               |               | 0112.02.16.2   | Split park/City Hall           | 02/16/22     | 197.19         | 48473        | 03/07/22         |
|               |               | 0112.02.16.2   | Split Park/City Hall           | 02/16/22     | 757.99         | 48473        | 03/07/22         |
|               |               | 0112.03.16.2   | 800 6th St.                    | 03/16/22     | 116.13         | 48557        | 03/23/22         |
|               |               | 0112.03.16.2   | 700 6th St.                    | 03/16/22     | 248.24         | 48557        | 03/23/22         |
|               |               | 0112.03.16.2   | 700 6th St.                    | 03/16/22     | 248.24         | 48557        | 03/23/22         |
|               |               | 0112.03.16.2   | 700 6th St.                    | 03/16/22     | 248.23         | 48557        | 03/23/22         |
|               |               | 0120.02.16.2   | 632 D St. Umatilla OR          | 02/16/22     | 825.63         | 48473        | 03/07/22         |
|               |               | 0120.03.16.2   | 632 D St. Umatilla OR          | 03/16/22     | 675.14         | 48557        | 03/23/22         |
|               |               | 0146.02.16.2   | Bud Draper Dr.                 | 02/16/22     | 3,615.24       | 48473        | 03/07/22         |
|               |               | 0146.03.16.2   | Bud Draper Dr.                 | 03/16/22     | 3,611.36       | 48557        | 03/23/22         |
|               |               | 0153.02.16.2   | Water Booster Station          | 02/16/22     | 1,320.63       | 48473        | 03/07/22         |
|               |               | 0153.03.16.2   | Water Booster Station          | 03/16/22     | 1,270.84       | 48557        | 03/23/22         |
|               |               | 0161.02.16.2   | Port Well                      | 02/16/22     | 3,766.80       | 48473        | 03/07/22         |
|               |               | 0161.03.16.2   | Port Well                      | 03/16/22     | 3,631.43       | 48557        | 03/23/22         |
|               |               | 0179.02.25.2   | 285 Radar Rd.                  | 02/25/22     | 574.54         | 48473        | 03/07/22         |
|               |               | 0187.02.16.2   | Div 7 Naches Ave. Lift         | 02/16/22     | 30.98          | 48473        | 03/07/22         |
|               |               | 0187.03.16.2   | Div 7 Naches Ave. Lift         | 03/16/22     | 28.66          | 48557        | 03/23/22         |
|               |               | 0377.02.23.2   | Bath House Marina              | 02/23/22     | 1,066.55       | 48473        | 03/07/22         |
|               |               | 0385.02.23.2   | Fish Cleaning Station          | 02/23/22     | 24.25          | 48473        | 03/07/22         |
|               |               | 0393.02.23.2   | West End Comfort Station       | 02/23/22     | 23.73          | 48473        | 03/07/22         |
|               |               | 0401.02.23.2   | 15 HP Pump Marina Levy         | 02/23/22     | 101.74         | 48473        | 03/07/22         |
|               |               | 0419.02.23.2   | Quincy Ave. N 2nd @ Marina     | 02/23/22     | 271.14         | 48473        | 03/07/22         |
|               |               | 0427.02.23.2   | Marina Park                    | 02/23/22     | 1,589.23       | 48473        | 03/07/22         |
|               |               | 0435.02.23.2   | 1710 Quincy St.                | 02/23/22     | 815.72         | 48473        | 03/07/22         |
|               |               | 0443.03.15.2   | Marina Lights                  | 03/16/22     | 134.04         | 48557        | 03/23/22         |
|               |               | 0476.02.23.2   | ABT 30322 HWY 730              | 02/23/22     | 24.55          | 48473        | 03/07/22         |
|               |               | 0500.02.16.2   | 129 Walla Walla St.            | 02/16/22     | 242.62         | 48473        | 03/07/22         |
|               |               | 0500.03.16.2   | 129 Walla Walla St.            | 03/16/22     | 143.78         | 48557        | 03/23/22         |
| Total 1684:   |               |                |                                |              | 43,437.56      |              |                  |

| Vendor Number | Name                     | Invoice Number | Description                  | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|--------------------------|----------------|------------------------------|--------------|----------------|--------------|------------------|
| <b>1697</b>   |                          |                |                              |              |                |              |                  |
| 1697          | Parkins Door Company     | 1316           | Shop Door                    | 03/05/22     | 467.00         | 48558        | 03/23/22         |
| Total 1697:   |                          |                |                              |              | 467.00         |              |                  |
| <b>1715</b>   |                          |                |                              |              |                |              |                  |
| 1715          | Pea Ridge Embroidery     | 38365          | Jacket-Vanessa               | 03/02/22     | 116.75         | 48475        | 03/07/22         |
|               |                          | 38365          | Polos-Egan                   | 03/02/22     | 44.52          | 48475        | 03/07/22         |
|               |                          | 38396          | Banner for Fishing Derby     | 03/10/22     | 153.00         | 48559        | 03/23/22         |
| Total 1715:   |                          |                |                              |              | 314.27         |              |                  |
| <b>1737</b>   |                          |                |                              |              |                |              |                  |
| 1737          | Pet Rescue               | 3              | Dog Impounds                 | 02/28/22     | 200.00         | 48561        | 03/23/22         |
| Total 1737:   |                          |                |                              |              | 200.00         |              |                  |
| <b>1763</b>   |                          |                |                              |              |                |              |                  |
| 1763          | Platt                    | 2K84336        | Library Supplies             | 02/25/22     | 49.36          | 48477        | 03/07/22         |
|               |                          | 2N62950        | WWTP Supplies                | 02/23/22     | 30.08          | 48477        | 03/07/22         |
|               |                          | 2N85360        | City Hall Maint.             | 02/25/22     | 521.49         | 48477        | 03/07/22         |
|               |                          | 2N95486        | Water Supplies               | 02/25/22     | 10.87          | 48477        | 03/07/22         |
| Total 1763:   |                          |                |                              |              | 611.80         |              |                  |
| <b>1774</b>   |                          |                |                              |              |                |              |                  |
| 1774          | Postmaster               | 277BOXREN      | Marina Po Box Rental         | 03/01/22     | 176.00         | 48478        | 03/07/22         |
| Total 1774:   |                          |                |                              |              | 176.00         |              |                  |
| <b>1791</b>   |                          |                |                              |              |                |              |                  |
| 1791          | PRO RENTAL & SALES, INC. | 1651692-000    | Sod Cutter for Nugent        | 03/23/22     | 197.20         | 48596        | 03/25/22         |
| Total 1791:   |                          |                |                              |              | 197.20         |              |                  |
| <b>1812</b>   |                          |                |                              |              |                |              |                  |
| 1812          | Purswell Pump            | 33332          | Pond Pump Repair-Golf Course | 03/15/22     | 21,992.50      | 48563        | 03/23/22         |
|               |                          | 33333          | Pond Pump Repair-Golf Course | 03/15/22     | 31,950.00      | 48563        | 03/23/22         |
| Total 1812:   |                          |                |                              |              | 53,942.50      |              |                  |
| <b>1818</b>   |                          |                |                              |              |                |              |                  |
| 1818          | Quill Corporation        | 23041880       | Office Supplies              | 02/08/22     | 34.52          | 48479        | 03/07/22         |
|               |                          | 23041880       | Office Supplies              | 02/08/22     | 6.86           | 48479        | 03/07/22         |
|               |                          | 23041880       | Office Supplies              | 02/08/22     | 13.83          | 48479        | 03/07/22         |
|               |                          | 23041880       | Office Supplies              | 02/08/22     | 20.69          | 48479        | 03/07/22         |
|               |                          | 23041880       | Office Supplies              | 02/08/22     | 20.69          | 48479        | 03/07/22         |
|               |                          | 23041880       | Office Supplies              | 02/08/22     | 13.83          | 48479        | 03/07/22         |
|               |                          | 23041880       | Office Supplies              | 02/08/22     | 2.03           | 48479        | 03/07/22         |
|               |                          | 23111853       | Office Supplies              | 02/15/22     | 120.19         | 48479        | 03/07/22         |
|               |                          | 23111853       | Office Supplies              | 02/15/22     | 23.88          | 48479        | 03/07/22         |



| Vendor Number | Name                            | Invoice Number | Description                       | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|---------------------------------|----------------|-----------------------------------|--------------|----------------|--------------|------------------|
| Total 1853:   |                                 |                |                                   |              | 1,031.70       |              |                  |
| <b>1866</b>   |                                 |                |                                   |              |                |              |                  |
| 1866          | Ribich, Mark                    | SLIPRELEA      | Slip Release                      | 02/22/22     | 160.00         | 48481        | 03/07/22         |
| Total 1866:   |                                 |                |                                   |              | 160.00         |              |                  |
| <b>1940</b>   |                                 |                |                                   |              |                |              |                  |
| 1940          | SANDOVAL, NANJI                 | CITYRECOR      | Mid-Year City Recorder Conference | 04/13/22     | 224.50         | 48597        | 03/25/22         |
| Total 1940:   |                                 |                |                                   |              | 224.50         |              |                  |
| <b>1977</b>   |                                 |                |                                   |              |                |              |                  |
| 1977          | Seder Architecture + Urban Des, | 26             | Business Center                   | 03/19/22     | 4,100.73       | 48571        | 03/23/22         |
|               |                                 | 26             | Business Center                   | 03/19/22     | 4,100.72       | 48571        | 03/23/22         |
| Total 1977:   |                                 |                |                                   |              | 8,201.45       |              |                  |
| <b>2059</b>   |                                 |                |                                   |              |                |              |                  |
| 2059          | Smitty's Ace Hardware           | 666033         | Streets Supplies                  | 02/03/22     | 47.98          | 48483        | 03/07/22         |
|               |                                 | 666445         | Uniform Allowance-Hammermeister   | 02/11/22     | 36.49          | 48483        | 03/07/22         |
|               |                                 | 666445         | Uniform Allowance-Hammermeister   | 02/11/22     | 36.49          | 48483        | 03/07/22         |
|               |                                 | 667007         | Golf Supplies                     | 02/23/22     | 17.70          | 48483        | 03/07/22         |
|               |                                 | 667129         | Police Dept Supplies              | 02/24/22     | 35.34          | 48483        | 03/07/22         |
|               |                                 | 667132         | Police Dept Supplies              | 02/24/22     | 27.26          | 48483        | 03/07/22         |
|               |                                 | 667156         | water dept.                       | 02/25/22     | 25.69          | 48483        | 03/07/22         |
|               |                                 | 667448         | Golf Supplies                     | 03/03/22     | 16.23          | 48483        | 03/07/22         |
|               |                                 | 667536         | Boyd's Place                      | 03/04/22     | 3.98           | 48573        | 03/23/22         |
|               |                                 | 667570         | Golf Supplies                     | 03/05/22     | 38.96          | 48573        | 03/23/22         |
|               |                                 | 667888         | water dept.                       | 03/10/22     | 28.98          | 48573        | 03/23/22         |
|               |                                 | 667888         | marina Supplies                   | 03/10/22     | 11.96          | 48573        | 03/23/22         |
|               |                                 | 667913         | Golf Supplies                     | 03/10/22     | 98.07          | 48573        | 03/23/22         |
|               |                                 | 667923         | Park Supplies                     | 03/11/22     | 9.99           | 48573        | 03/23/22         |
|               |                                 | 668086         | Code Enforcement                  | 03/14/22     | 35.97          | 48573        | 03/23/22         |
|               |                                 | 668459         | Park Supplies                     | 03/21/22     | 143.07         | 48599        | 03/25/22         |
|               |                                 | 668546         | marina Supplies                   | 03/22/22     | 132.00         | 48599        | 03/25/22         |
| Total 2059:   |                                 |                |                                   |              | 691.64         |              |                  |
| <b>2076</b>   |                                 |                |                                   |              |                |              |                  |
| 2076          | Specks Printing                 | 8772           | Business Cards-Coleman            | 03/11/22     | 16.25          | 48575        | 03/23/22         |
|               |                                 | 8772           | Business Cards-Coleman            | 03/11/22     | 16.25          | 48575        | 03/23/22         |
|               |                                 | 8772           | Business Cards-Coleman            | 03/11/22     | 16.25          | 48575        | 03/23/22         |
|               |                                 | 8772           | Business Cards-Coleman            | 03/11/22     | 16.25          | 48575        | 03/23/22         |
| Total 2076:   |                                 |                |                                   |              | 65.00          |              |                  |
| <b>2138</b>   |                                 |                |                                   |              |                |              |                  |
| 2138          | SYNCHRONY BANK/AMAZON           | 4474375844     | Library Supplies                  | 01/26/22     | 36.95          | 48484        | 03/07/22         |

| Vendor Number | Name                          | Invoice Number | Description                  | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|-------------------------------|----------------|------------------------------|--------------|----------------|--------------|------------------|
|               |                               | 6787645898     | Library Books                | 01/24/22     | 27.98          | 48484        | 03/07/22         |
|               |                               | 6885468495     | Library Books                | 02/09/22     | 27.98-         | 48484        | 03/07/22         |
| Total 2138:   |                               |                |                              |              | 36.95          |              |                  |
| <b>2185</b>   |                               |                |                              |              |                |              |                  |
| 2185          | The Police and Sheriffs Press | 158883         | ID Cards                     | 02/11/22     | 32.58          | 48487        | Multiple         |
|               |                               | 158883         | ID Cards                     | 02/11/22     | 32.58-         |              |                  |
| Total 2185:   |                               |                |                              |              | .00            |              |                  |
| <b>2209</b>   |                               |                |                              |              |                |              |                  |
| 2209          | TMG SERVICES                  | 0047897-IN     | WATER DEPARTMENT MAINTENANCE | 02/10/22     | 3,772.08       | 48488        | 03/07/22         |
| Total 2209:   |                               |                |                              |              | 3,772.08       |              |                  |
| <b>2244</b>   |                               |                |                              |              |                |              |                  |
| 2244          | Trojan UV Inc                 | SLS/1031751    | Waste Water Treatment Plant  | 02/22/22     | 2,158.39       | 48489        | 03/07/22         |
| Total 2244:   |                               |                |                              |              | 2,158.39       |              |                  |
| <b>2256</b>   |                               |                |                              |              |                |              |                  |
| 2256          | U.S. Bank Equipment Finance   | 1962710        | Refunding Bonds Payment      | 03/23/22     | 3,748.83       | 48579        | 03/23/22         |
| Total 2256:   |                               |                |                              |              | 3,748.83       |              |                  |
| <b>2264</b>   |                               |                |                              |              |                |              |                  |
| 2264          | Umatilla Chamber of Commerce  | 388            | Dues                         | 01/07/22     | 40.00          | 48580        | 03/23/22         |
|               |                               | 403            | Fish N Map                   | 03/03/22     | 237.90         | 48490        | 03/07/22         |
| Total 2264:   |                               |                |                              |              | 277.90         |              |                  |
| <b>2268</b>   |                               |                |                              |              |                |              |                  |
| 2268          | Umatilla County Attn: Finance | 03.01.2022     | County Court Assessments     | 03/01/22     | 2,822.35       | 48491        | 03/07/22         |
| Total 2268:   |                               |                |                              |              | 2,822.35       |              |                  |
| <b>2281</b>   |                               |                |                              |              |                |              |                  |
| 2281          | Umatilla Elect. Coop. Assoc.  | 4907.03.01.2   | Lights for Waterfall         | 03/01/22     | 36.23          | 48581        | 03/23/22         |
|               |                               | 6190.03.01.2   | 60 HP Pump                   | 03/01/22     | 68.45          | 48581        | 03/23/22         |
|               |                               | 6190.03.01.2   | Beach Access                 | 03/01/22     | 70.00          | 48581        | 03/23/22         |
|               |                               | 7216.03.01.2   | 5 HP Sewer Pump              | 03/01/22     | 120.19         | 48581        | 03/23/22         |
|               |                               | 7216.03.01.2   | Street Lights                | 03/01/22     | 27.39          | 48581        | 03/23/22         |
| Total 2281:   |                               |                |                              |              | 322.26         |              |                  |
| <b>2287</b>   |                               |                |                              |              |                |              |                  |
| 2287          | Umatilla Museum & Heritage Fo | 2022ANNUA      | 2022 Annual Membership       | 03/01/22     | 100.00         | 48492        | 03/07/22         |
| Total 2287:   |                               |                |                              |              | 100.00         |              |                  |

| Vendor Number | Name                 | Invoice Number | Description                    | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|----------------------|----------------|--------------------------------|--------------|----------------|--------------|------------------|
| <b>2293</b>   |                      |                |                                |              |                |              |                  |
| 2293          | Unifirst Corporation | 1430309280     | Waste Water Supplies           | 10/26/21     | 107.98         | 48494        | 03/07/22         |
|               |                      | 1430309281     | Public Works supplies Shop     | 10/26/21     | 36.82          | 48494        | 03/07/22         |
|               |                      | 1430309282     | Marina Mop Heads               | 10/26/21     | 28.50          | 48494        | 03/07/22         |
|               |                      | 1430311723     | Waste Water Supplies           | 11/23/21     | 29.65          | 48494        | 03/07/22         |
|               |                      | 1430311724     | Shop Supplies and Mats         | 11/23/21     | 29.00          | 48494        | 03/07/22         |
|               |                      | 1430311725     | Marina Mop Heads               | 11/23/21     | 28.50          | 48494        | 03/07/22         |
|               |                      | 1430312990     | Big River Golf Course          | 12/07/21     | 43.15          | 48494        | 03/07/22         |
|               |                      | 1430313613     | Marina Mop Heads               | 12/14/21     | 28.50          | 48494        | 03/07/22         |
|               |                      | 1430314249     | Waste Water Supplies           | 12/21/21     | 29.65          | 48494        | 03/07/22         |
|               |                      | 1430314250     | Shop Supplies and Mats         | 12/21/21     | 29.00          | 48494        | 03/07/22         |
|               |                      | 1430314251     | Marina Mop Heads               | 12/21/21     | 28.50          | 48494        | 03/07/22         |
|               |                      | 1430314252     | Golf Course                    | 12/21/21     | 31.27          | 48494        | 03/07/22         |
|               |                      | 1430314877     | Waste Water Supplies           | 12/28/21     | 29.65          | 48494        | 03/07/22         |
|               |                      | 1430314878     | Shop Supplies and Mats         | 12/28/21     | 29.00          | 48494        | 03/07/22         |
|               |                      | 1430314879     | Marina Mop Heads               | 12/28/21     | 28.50          | 48494        | 03/07/22         |
|               |                      | 1430314880     | Golf Course                    | 12/28/21     | 43.15          | 48494        | 03/07/22         |
|               |                      | 1430316125     | Waste Water Supplies           | 01/11/22     | 29.65          | 48494        | 03/07/22         |
|               |                      | 1430316126     | Shop Supplies and Mats         | 01/11/22     | 29.00          | 48494        | 03/07/22         |
|               |                      | 1430316127     | Marina Mop Heads               | 01/11/22     | 28.50          | 48494        | 03/07/22         |
|               |                      | 1430316128     | Big River Golf Course          | 01/11/22     | 43.15          | 48494        | 03/07/22         |
|               |                      | 1430317429     | Waste Water Supplies           | 01/25/22     | 29.65          | 48494        | 03/07/22         |
|               |                      | 1430317430     | Shop Supplies and Mats         | 01/25/22     | 29.00          | 48494        | 03/07/22         |
|               |                      | 1430317431     | Marina Mop Heads               | 01/25/22     | 28.50          | 48494        | 03/07/22         |
|               |                      | 1430317433     | Police Mats                    | 01/25/22     | 30.00          | 48494        | 03/07/22         |
|               |                      | 1430317751     | Bldg Maint/Supplies CH/Library | 01/28/22     | 2.17           | 48494        | 03/07/22         |
|               |                      | 1430317751     | Bldg Maint/Supplies CH/Library | 01/28/22     | 2.17           | 48494        | 03/07/22         |
|               |                      | 1430317751     | Bldg Maint/Supplies CH/Library | 01/28/22     | 2.16           | 48494        | 03/07/22         |
|               |                      | 1430318086     | Waste Water Supplies           | 02/01/22     | 29.65          | 48494        | 03/07/22         |
|               |                      | 1430318087     | Public Works supplies Shop     | 02/01/22     | 29.99          | 48494        | 03/07/22         |
|               |                      | 1430318088     | Marina Mop Heads               | 02/01/22     | 28.50          | 48494        | 03/07/22         |
|               |                      | 1430318089     | Golf Course                    | 02/01/22     | 37.20          | 48494        | 03/07/22         |
|               |                      | 1430319059     | Bldg Maint/Supplies CH/Library | 02/11/22     | 1.59           | 48494        | 03/07/22         |
|               |                      | 1430319059     | Bldg Maint/Supplies CH/Library | 02/11/22     | 2.46           | 48494        | 03/07/22         |
|               |                      | 1430319059     | Bldg Maint/Supplies CH/Library | 02/11/22     | 2.45           | 48494        | 03/07/22         |
|               |                      | 1430319390     | Waste Water Supplies           | 02/15/22     | 4.65           | 48494        | 03/07/22         |
|               |                      | 1430319391     | Shop Supplies and Mats         | 02/15/22     | 29.00          | 48494        | 03/07/22         |
|               |                      | 1430319392     | Marina Mop Heads               | 02/15/22     | 28.50          | 48494        | 03/07/22         |
|               |                      | 1430320033     | Waste Water Supplies           | 02/22/22     | 18.96          | 48494        | 03/07/22         |
|               |                      | 1430320034     | Shop Supplies and Mats         | 02/22/22     | 29.00          | 48494        | 03/07/22         |
|               |                      | 1430320035     | Marina Mop Heads               | 02/22/22     | 28.50          | 48494        | 03/07/22         |
|               |                      | 1430320036     | Big River Golf Course          | 02/22/22     | 43.15          | 48494        | 03/07/22         |
|               |                      | 1430320357     | Bldg Maint/Supplies CH/Library | 02/25/22     | 10.44          | 48494        | 03/07/22         |
|               |                      | 1430320357     | Bldg Maint/Supplies CH/Library | 02/25/22     | 16.17          | 48494        | 03/07/22         |

| Vendor Number | Name             | Invoice Number | Description                       | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|------------------|----------------|-----------------------------------|--------------|----------------|--------------|------------------|
|               |                  | 1430320357     | Bldg Maint/Supplies<br>CH/Library | 02/25/22     | 16.18          | 48494        | 03/07/22         |
|               |                  | 1430320693     | Big River Golf Course             | 03/01/22     | 43.15          | 48494        | 03/07/22         |
|               |                  | 1430320694     | Police Mats                       | 03/01/22     | 30.00          | 48494        | 03/07/22         |
|               |                  | 1430320991     | Bldg Maint/Supplies<br>CH/Library | 03/04/22     | 10.44          | 48583        | 03/23/22         |
|               |                  | 1430320991     | Bldg Maint/Supplies<br>CH/Library | 03/04/22     | 16.17          | 48583        | 03/23/22         |
|               |                  | 1430320991     | Bldg Maint/Supplies<br>CH/Library | 03/04/22     | 16.18          | 48583        | 03/23/22         |
|               |                  | 1430321330     | Waste Water Supplies              | 03/08/22     | 29.65          | 48583        | 03/23/22         |
|               |                  | 1430321331     | Shop Supplies and Mats            | 03/08/22     | 46.10          | 48583        | 03/23/22         |
|               |                  | 1430321332     | Marina Mop Heads                  | 03/08/22     | 28.50          | 48583        | 03/23/22         |
|               |                  | 1430321333     | Golf Course                       | 03/08/22     | 43.15          | 48583        | 03/23/22         |
|               |                  | 1430321334     | Police Mats                       | 03/08/22     | 30.00          | 48583        | 03/23/22         |
|               |                  | 1430321646     | Bldg Maint/Supplies<br>CH/Library | 03/11/22     | 10.44          | 48583        | 03/23/22         |
|               |                  | 1430321646     | Bldg Maint/Supplies<br>CH/Library | 03/11/22     | 16.17          | 48583        | 03/23/22         |
|               |                  | 1430321646     | Bldg Maint/Supplies<br>CH/Library | 03/11/22     | 16.18          | 48583        | 03/23/22         |
|               |                  | 1430321980     | Golf Course                       | 03/15/22     | 43.15          | 48583        | 03/23/22         |
|               |                  | 1430322287     | Bldg Maint/Supplies<br>CH/Library | 03/18/22     | 10.44          | 48583        | 03/23/22         |
|               |                  | 1430322287     | Bldg Maint/Supplies<br>CH/Library | 03/18/22     | 16.17          | 48583        | 03/23/22         |
|               |                  | 1430322287     | Bldg Maint/Supplies<br>CH/Library | 03/18/22     | 16.18          | 48583        | 03/23/22         |
|               |                  | 1430322625     | Big River Golf Course             | 03/22/22     | 43.15          | 48600        | 03/25/22         |
|               |                  | 1430322626     | Police Mats                       | 03/22/22     | 30.00          | 48600        | 03/25/22         |
|               | Total 2293:      |                |                                   |              | 1,686.38       |              |                  |
| <b>2307</b>   |                  |                |                                   |              |                |              |                  |
| 2307          | UPS              | 0000084WV8     | Fee on Postage for PD             | 02/26/22     | 56.40          | 48584        | 03/23/22         |
|               |                  | 0000084WV8     | PD Postage                        | 03/05/22     | 25.70          | 48584        | 03/23/22         |
|               |                  | 0000084WV8     | Fee on Postage for PD             | 03/12/22     | 47.88          | 48584        | 03/23/22         |
|               | Total 2307:      |                |                                   |              | 129.98         |              |                  |
| <b>2337</b>   |                  |                |                                   |              |                |              |                  |
| 2337          | Verizon Wireless | 9900898685     | Cell Phone Administrator          | 03/02/22     | 311.96         | 48585        | 03/23/22         |
|               |                  | 9900898685     | Building Inspector Phone          | 03/02/22     | 41.83          | 48585        | 03/23/22         |
|               |                  | 9900898685     | Police Cell Phones                | 03/02/22     | 1,147.98       | 48585        | 03/23/22         |
|               |                  | 9900898685     | Public Works Phones               | 03/02/22     | 65.64          | 48585        | 03/23/22         |
|               |                  | 9900898685     | Public Works Phones               | 03/02/22     | 65.65          | 48585        | 03/23/22         |
|               |                  | 9900898685     | Public Works Phones               | 03/02/22     | 65.65          | 48585        | 03/23/22         |
|               |                  | 9900898685     | Public Works Phones               | 03/02/22     | 65.64          | 48585        | 03/23/22         |
|               | Total 2337:      |                |                                   |              | 1,764.35       |              |                  |
| <b>2361</b>   |                  |                |                                   |              |                |              |                  |
| 2361          | Capital One      | 2912.02.19.2   | Rec. Program                      | 02/19/22     | 64.44          | 48437        | 03/07/22         |
|               |                  | 2912.02.19.2   | Rec. Program                      | 02/19/22     | 115.86         | 48437        | 03/07/22         |

| Vendor Number | Name                           | Invoice Number | Description                    | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|--------------------------------|----------------|--------------------------------|--------------|----------------|--------------|------------------|
|               |                                | 2912.02.19.2   | Rec. Program                   | 02/19/22     | 27.56          | 48437        | 03/07/22         |
| Total 2361:   |                                |                |                                |              | 207.86         |              |                  |
| <b>2401</b>   |                                |                |                                |              |                |              |                  |
| 2401          | Western States Equipment Co.   | IN001933402    | WWTP                           | 02/22/22     | 829.73         | 48498        | 03/07/22         |
| Total 2401:   |                                |                |                                |              | 829.73         |              |                  |
| <b>2505</b>   |                                |                |                                |              |                |              |                  |
| 2505          | Friends & Neighbors Services   | 100            | Nugent Parking Lot             | 02/24/22     | 300.00         | 48450        | 03/07/22         |
| Total 2505:   |                                |                |                                |              | 300.00         |              |                  |
| <b>2612</b>   |                                |                |                                |              |                |              |                  |
| 2612          | Hermiston Transportation       | 5107           | Warming Station Transportation | 02/20/22     | 825.00         | 48455        | 03/07/22         |
|               |                                | 5115           | Taxi Ticket Redemption         | 03/05/22     | 425.00         | 48540        | 03/23/22         |
| Total 2612:   |                                |                |                                |              | 1,250.00       |              |                  |
| <b>2615</b>   |                                |                |                                |              |                |              |                  |
| 2615          | Shilhanek, Carol               | WINTER202      | Tuition Reimbursement          | 03/24/22     | 1,178.00       | 48598        | 03/25/22         |
| Total 2615:   |                                |                |                                |              | 1,178.00       |              |                  |
| <b>2695</b>   |                                |                |                                |              |                |              |                  |
| 2695          | Umpqua Research Company        | T006113        | Marina Coliforms               | 02/23/22     | 50.00          | 48493        | 03/07/22         |
|               |                                | T006258        | Lab Testing-Drinking Water     | 03/17/22     | 250.00         | 48582        | 03/23/22         |
| Total 2695:   |                                |                |                                |              | 300.00         |              |                  |
| <b>2723</b>   |                                |                |                                |              |                |              |                  |
| 2723          | T Mobile                       | 8369.03.01.2   | Library hotspots               | 03/01/22     | 187.56         | 48485        | 03/07/22         |
| Total 2723:   |                                |                |                                |              | 187.56         |              |                  |
| <b>2751</b>   |                                |                |                                |              |                |              |                  |
| 2751          | Carla McLane Consulting, LLC.  | UMA-2022-0     | Golf Course Rezone             | 03/01/22     | 687.50         | 48438        | 03/07/22         |
| Total 2751:   |                                |                |                                |              | 687.50         |              |                  |
| <b>2770</b>   |                                |                |                                |              |                |              |                  |
| 2770          | Reece Complete Security Soluti | 21648          | Service Call-Police Dept.      | 03/18/22     | 990.00         | 48565        | 03/23/22         |
| Total 2770:   |                                |                |                                |              | 990.00         |              |                  |
| <b>2779</b>   |                                |                |                                |              |                |              |                  |
| 2779          | J Lugo's Construction, LLC     | 158            | 6th street repairs-Donita's    | 02/24/22     | 4,780.00       | 48459        | 03/07/22         |
|               |                                | 159            | Boyd's Place                   | 03/07/22     | 7,774.00       | 48545        | 03/23/22         |
|               |                                | 162            | Concrete Slab-Baseball Field   | 03/11/22     | 6,426.00       | 48545        | 03/23/22         |

| Vendor Number | Name                             | Invoice Number | Description                  | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|----------------------------------|----------------|------------------------------|--------------|----------------|--------------|------------------|
| Total 2779:   |                                  |                |                              |              | 18,980.00      |              |                  |
| <b>2852</b>   |                                  |                |                              |              |                |              |                  |
| 2852          | City of Umatilla                 | 1002.03.01.2   | Boyds Place                  | 03/01/22     | 94.41          | 48441        | 03/07/22         |
|               |                                  | 6002.03.01.2   | Extra Refuse Marina          | 03/01/22     | 815.86         | 48441        | 03/07/22         |
|               |                                  | 8092.03.01.2   | Golf Course Refuse           | 03/01/22     | 114.80         | 48441        | 03/07/22         |
| Total 2852:   |                                  |                |                              |              | 1,025.07       |              |                  |
| <b>2924</b>   |                                  |                |                              |              |                |              |                  |
| 2924          | Blackstone Publishing            | 2026084        | audio books                  | 02/22/22     | 57.89          | 48435        | 03/07/22         |
|               |                                  | 2027384        | audio books                  | 02/28/22     | 26.94          | 48511        | 03/23/22         |
| Total 2924:   |                                  |                |                              |              | 84.83          |              |                  |
| <b>2945</b>   |                                  |                |                              |              |                |              |                  |
| 2945          | Corcuera, Margarito              | LBGP03.202     | Local Business Grant Program | 03/16/22     | 15,955.81      | 48524        | 03/23/22         |
| Total 2945:   |                                  |                |                              |              | 15,955.81      |              |                  |
| <b>2960</b>   |                                  |                |                              |              |                |              |                  |
| 2960          | Pendleton Bottling Co.           | 4499005277     | Retail for Golf Course       | 03/04/22     | 105.80         | 48560        | 03/23/22         |
|               |                                  | 4499005945     | Retail for Golf Course       | 03/18/22     | 456.25         | 48560        | 03/23/22         |
| Total 2960:   |                                  |                |                              |              | 562.05         |              |                  |
| <b>2981</b>   |                                  |                |                              |              |                |              |                  |
| 2981          | Doug's Septic Service Inc.       | 23891          | Portable Toilet-Golf Course  | 02/28/22     | 300.00         | 48529        | 03/23/22         |
| Total 2981:   |                                  |                |                              |              | 300.00         |              |                  |
| <b>2995</b>   |                                  |                |                              |              |                |              |                  |
| 2995          | Vern's Food Service Distribution | 185214-00      | Golf Course                  | 02/25/22     | 282.11         | 48496        | 03/07/22         |
| Total 2995:   |                                  |                |                              |              | 282.11         |              |                  |
| <b>2997</b>   |                                  |                |                              |              |                |              |                  |
| 2997          | Columbia River Walleye Anglers   | WALLEYE20      | Sponsorship                  | 03/10/22     | 500.00         | 48522        | 03/23/22         |
| Total 2997:   |                                  |                |                              |              | 500.00         |              |                  |
| <b>3002</b>   |                                  |                |                              |              |                |              |                  |
| 3002          | Bridgestone Golf, Inc.           | INV-1003059    | Golf Course Supplies         | 03/23/22     | 270.42         | 48588        | 03/25/22         |
| Total 3002:   |                                  |                |                              |              | 270.42         |              |                  |
| <b>3020</b>   |                                  |                |                              |              |                |              |                  |
| 3020          | Western Display Fireworks, LTD   | 22-7029        | Fireworks Show               | 03/01/22     | 1,875.00       | 48504        | 03/10/22         |
| Total 3020:   |                                  |                |                              |              | 1,875.00       |              |                  |

| Vendor Number | Name                          | Invoice Number | Description                                 | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|-------------------------------|----------------|---|--------------|----------------|--------------|------------------|
| <b>3023</b>   |                               |                |   |              |                |              |                  |
| 3023          | Illinois Library Association  | 206713         | IRead Purchase                              | 10/21/21     | 437.02         | 48542        | 03/23/22         |
| Total 3023:   |                               |                |   |              | 437.02         |              |                  |
| <b>3024</b>   |                               |                |   |              |                |              |                  |
| 3024          | Hodgen Distributing           | 251423         | Retail Product for Golf Course              | 03/15/22     | 257.10         | 48541        | 03/23/22         |
|               |                               | 251863         | Retail Product for Golf Course              | 03/23/22     | 83.15          | 48591        | 03/25/22         |
| Total 3024:   |                               |                |   |              | 340.25         |              |                  |
| <b>3038</b>   |                               |                |   |              |                |              |                  |
| 3038          | Taylor Made Golf Company Inc. | 35620519       | Merchandise for Pro Shop                    | 02/28/22     | 235.75         | 48486        | 03/07/22         |
| Total 3038:   |                               |                |   |              | 235.75         |              |                  |
| <b>3043</b>   |                               |                |   |              |                |              |                  |
| 3043          | DirectTV                      | 039513239X     | TV for Golf Course                          | 03/14/22     | 4.81           | 48528        | 03/23/22         |
| Total 3043:   |                               |                |   |              | 4.81           |              |                  |
| <b>3044</b>   |                               |                |   |              |                |              |                  |
| 3044          | Planet Turf                   | 24010          | Golf Course                                 | 03/18/22     | 699.26         | 48562        | 03/23/22         |
| Total 3044:   |                               |                |   |              | 699.26         |              |                  |
| <b>3053</b>   |                               |                |   |              |                |              |                  |
| 3053          | MohrWater Legal PC            | 149            | Legal Services-PDX130/121                   | 09/10/21     | 17,295.39      | 48595        | 03/25/22         |
|               |                               | 150            | Legal Services-PDX194                       | 09/10/22     | 1,800.00       | 48595        | 03/25/22         |
|               |                               | 154            | Legal Services--PDX130/121                  | 10/08/21     | 7,650.00       | 48595        | 03/25/22         |
|               |                               | 155            | Legal Services-PDX194                       | 10/08/21     | 600.00         | 48595        | 03/25/22         |
|               |                               | 156            | Legal Services-Cleaver Property Acquisition | 10/08/21     | 1,050.00       | 48595        | 03/25/22         |
| Total 3053:   |                               |                |   |              | 28,395.39      |              |                  |
| <b>3062</b>   |                               |                |   |              |                |              |                  |
| 3062          | Northwest Golf Cars           | 17242K         | Golf Cart Parts                             | 02/12/22     | 702.00         | 48469        | 03/07/22         |
| Total 3062:   |                               |                |   |              | 702.00         |              |                  |
| <b>3146</b>   |                               |                |   |              |                |              |                  |
| 3146          | Columbia Basin Bait           | 183768         | Bait for marina resale                      | 03/08/22     | 71.60          | 48521        | 03/23/22         |
| Total 3146:   |                               |                |   |              | 71.60          |              |                  |
| <b>3168</b>   |                               |                |   |              |                |              |                  |
| 3168          | MB Exclusives Corp.           | ULSEXTERI      | Down Town Revitalization Grant              | 02/22/22     | 8,978.25       | 48467        | 03/07/22         |

| Vendor Number | Name                            | Invoice Number | Description                           | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|---------------------------------|----------------|---------------------------------------|--------------|----------------|--------------|------------------|
| Total 3168:   |                                 |                |                                       |              | 8,978.25       |              |                  |
| <b>3201</b>   |                                 |                |                                       |              |                |              |                  |
| 3201          | TRE Environmental Strategies, L | 3364           | IWW Algea Tests                       | 10/22/21     | 850.00         | 48578        | 03/23/22         |
| Total 3201:   |                                 |                |                                       |              | 850.00         |              |                  |
| <b>3229</b>   |                                 |                |                                       |              |                |              |                  |
| 3229          | Jameson, Jody                   | 12.06.2021     | Paid wrong city-refund                | 12/07/21     | 110.00         | Multiple     | Multiple         |
| Total 3229:   |                                 |                |                                       |              | 110.00         |              |                  |
| <b>3239</b>   |                                 |                |                                       |              |                |              |                  |
| 3239          | Roberts, Chris                  | FEBRUARY       | RV & Marina Camp Host                 | 03/07/22     | 800.00         | 48499        | 03/07/22         |
|               |                                 | MARCH2022      | RV & Marina Camp Host                 | 04/01/22     | 800.00         | 48567        | 03/23/22         |
| Total 3239:   |                                 |                |                                       |              | 1,600.00       |              |                  |
| <b>3261</b>   |                                 |                |                                       |              |                |              |                  |
| 3261          | Kleinschmidt Associates         | 202202194      | Water Diversion-Permitting            | 03/08/22     | 5,564.58       | 48550        | 03/23/22         |
| Total 3261:   |                                 |                |                                       |              | 5,564.58       |              |                  |
| <b>3268</b>   |                                 |                |                                       |              |                |              |                  |
| 3268          | Rock Solid Sand & Gravel LLC    | 3165           | Red Rock                              | 02/21/22     | 402.50         | 48482        | 03/07/22         |
|               |                                 | 3214           | Nugent Park                           | 03/08/22     | 99.96          | 48569        | 03/23/22         |
|               |                                 | 3228           | Nugent Park                           | 03/10/22     | 357.76         | 48569        | 03/23/22         |
| Total 3268:   |                                 |                |                                       |              | 860.22         |              |                  |
| <b>3280</b>   |                                 |                |                                       |              |                |              |                  |
| 3280          | Culligan Wtr Cond. of Kennewick | 02.23.2022M    | Marina Water Delivery                 | 02/23/22     | 51.20          | 48443        | 03/07/22         |
|               |                                 | PD02.23.202    | Police Water Delivery                 | 02/23/22     | 94.50          | 48443        | 03/07/22         |
| Total 3280:   |                                 |                |                                       |              | 145.70         |              |                  |
| <b>3281</b>   |                                 |                |                                       |              |                |              |                  |
| 3281          | DataPilot, Inc.                 | QUOTE#000      | Renewal for DataPilot                 | 01/07/22     | 995.00         | 48444        | 03/07/22         |
| Total 3281:   |                                 |                |                                       |              | 995.00         |              |                  |
| <b>3282</b>   |                                 |                |                                       |              |                |              |                  |
| 3282          | Panniker, Gerald                | 212957PANN     | Overpayment 212957<br>Gerald Panniker | 03/01/22     | 50.00          | 48474        | 03/07/22         |
| Total 3282:   |                                 |                |                                       |              | 50.00          |              |                  |
| <b>3283</b>   |                                 |                |                                       |              |                |              |                  |
| 3283          | All Transport Inc.              | 220192WRIG     | Overpayment Roy Wright-<br>220192     | 03/01/22     | 10.00          | 48432        | 03/07/22         |

| Vendor Number | Name                       | Invoice Number | Description                                    | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|----------------------------|----------------|--|--------------|----------------|--------------|------------------|
| Total 3283:   |                            |                |  |              | 10.00          |              |                  |
| <b>3284</b>   |                            |                |  |              |                |              |                  |
| 3284          | J&B Gore Enterprises LLC.  | 220236DOZI     | Overpayment Lancey L Dozier 220236             | 03/01/22     | 215.00         | 48461        | 03/07/22         |
| Total 3284:   |                            |                |  |              | 215.00         |              |                  |
| <b>3285</b>   |                            |                |  |              |                |              |                  |
| 3285          | Imperial Valley Foods Inc. | 220172FELI     | Overpayment Hector Gil Felix 220172            | 03/01/22     | 215.00         | 48457        | 03/07/22         |
| Total 3285:   |                            |                |  |              | 215.00         |              |                  |
| <b>3286</b>   |                            |                |  |              |                |              |                  |
| 3286          | Urlick, Jeffrey A.         | 212843URIC     | Overpayment-Jeffrey A. Urick 212843            | 03/01/22     | 50.00          | 48495        | 03/07/22         |
| Total 3286:   |                            |                |  |              | 50.00          |              |                  |
| <b>3287</b>   |                            |                |  |              |                |              |                  |
| 3287          | Welke Trucking LLC.        | 220249         | Duplicate Payment Mauricio Garcia 220249       | 03/01/22     | 440.00         | 48497        | 03/07/22         |
| Total 3287:   |                            |                |  |              | 440.00         |              |                  |
| <b>3288</b>   |                            |                |  |              |                |              |                  |
| 3288          | Bradley, Thomas G.         | 220348GAR      | Overpayment Thomas Bradley 220348              | 03/01/22     | 10.00          | 48436        | 03/07/22         |
| Total 3288:   |                            |                |  |              | 10.00          |              |                  |
| <b>3289</b>   |                            |                |  |              |                |              |                  |
| 3289          | Peterson, Francois         | 220368PETE     | Duplicate Payment for Francois Peterson 220368 | 03/01/22     | 440.00         | 48476        | 03/07/22         |
| Total 3289:   |                            |                |  |              | 440.00         |              |                  |
| <b>3290</b>   |                            |                |  |              |                |              |                  |
| 3290          | Ramos, Crystal             | 1331 7TH ST    | Utility Refund 1331 7th St.                    | 03/01/22     | 102.86         | 48480        | 03/07/22         |
| Total 3290:   |                            |                |  |              | 102.86         |              |                  |
| <b>3291</b>   |                            |                |  |              |                |              |                  |
| 3291          | Morales Yopez, Marisela    | EDUCODE2       | Training                                       | 02/28/22     | 310.50         | 48468        | 03/07/22         |
| Total 3291:   |                            |                |  |              | 310.50         |              |                  |
| <b>3292</b>   |                            |                |  |              |                |              |                  |
| 3292          | Rodriguez, John A.         | EDUCODE2       | Training/Travel Reimbursement-EDUCODE          | 02/28/22     | 711.46         | 48503        | 03/10/22         |

| Vendor Number | Name                            | Invoice Number | Description                              | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|---------------------------------|----------------|--|--------------|----------------|--------------|------------------|
| Total 3292:   |                                 |                |  |              | 711.46         |              |                  |
| <b>3293</b>   |                                 |                |  |              |                |              |                  |
| 3293          | Lemmon, Nicholas D.             | DTID2022       | Defensive Tactics Instructor Development | 03/08/22     | 644.23         | 48502        | 03/10/22         |
| Total 3293:   |                                 |                |  |              | 644.23         |              |                  |
| <b>3294</b>   |                                 |                |  |              |                |              |                  |
| 3294          | Dunn, Jamie                     | 710MILLERL     | Utility Refund for 710 Miller Loop       | 03/01/22     | 183.99         | 48531        | 03/23/22         |
| Total 3294:   |                                 |                |  |              | 183.99         |              |                  |
| <b>3295</b>   |                                 |                |  |              |                |              |                  |
| 3295          | Salas, Estela                   | 132JOHNDA      | Utility Refund-132 John Day St.          | 03/10/22     | 36.77          | 48570        | 03/23/22         |
| Total 3295:   |                                 |                |  |              | 36.77          |              |                  |
| <b>3296</b>   |                                 |                |  |              |                |              |                  |
| 3296          | Smith, Harleen                  | 414NACHES      | Utility Refund 414 Naches Ct.            | 03/10/22     | 102.74         | 48572        | 03/23/22         |
| Total 3296:   |                                 |                |  |              | 102.74         |              |                  |
| <b>3297</b>   |                                 |                |  |              |                |              |                  |
| 3297          | Snyder, Harold & Leslie         | 374SPARRO      | Utility Refund                           | 03/10/22     | 92.90          | 48574        | 03/23/22         |
| Total 3297:   |                                 |                |  |              | 92.90          |              |                  |
| <b>3300</b>   |                                 |                |  |              |                |              |                  |
| 3300          | Thryv                           | 5776.2022      | Advertising for Umatilla Marina          | 03/05/22     | 750.00         | 48576        | 03/23/22         |
| Total 3300:   |                                 |                |  |              | 750.00         |              |                  |
| <b>3301</b>   |                                 |                |  |              |                |              |                  |
| 3301          | Ouradnik, Steve                 | H10-2022       | Slip Release-H10                         | 03/07/22     | 133.43         | 48555        | 03/23/22         |
| Total 3301:   |                                 |                |  |              | 133.43         |              |                  |
| <b>3302</b>   |                                 |                |  |              |                |              |                  |
| 3302          | Roberts, Rita                   | 154220204-0    | Reservation Cancellation                 | 03/14/22     | 37.12          | 48568        | 03/23/22         |
|               |                                 | 154220204-0    | Reservation Cancellation                 | 03/14/22     | 2.88           | 48568        | 03/23/22         |
| Total 3302:   |                                 |                |  |              | 40.00          |              |                  |
| <b>3303</b>   |                                 |                |  |              |                |              |                  |
| 3303          | Cochran Electrical & Technology | 877-22-0000    | Permit Withdrawn                         | 03/16/22     | 90.00          | 48520        | 03/23/22         |
|               |                                 | 877-22-0000    | Permit Withdrawn                         | 03/16/22     | 10.80          | 48520        | 03/23/22         |
|               |                                 | 877-22-0000    | Permit Withdrawn                         | 03/16/22     | 1.80           | 48520        | 03/23/22         |

| Vendor Number | Name                            | Invoice Number | Description                                  | Invoice Date | Invoice Amount | Check Number | Check Issue Date |
|---------------|---------------------------------|----------------|--|--------------|----------------|--------------|------------------|
| Total 3303:   |                                 |                |  |              | 102.60         |              |                  |
| <b>3304</b>   |                                 |                |  |              |                |              |                  |
| 3304          | Big River Mens Club             | MARCH2022      | Men's Club Payments<br>03.01-03.16           | 03/08/22     | 2,064.20       | 48509        | 03/23/22         |
| Total 3304:   |                                 |                |  |              | 2,064.20       |              |                  |
| <b>3305</b>   |                                 |                |  |              |                |              |                  |
| 3305          | Bourn, Luke                     | E21REFUND      | key refund                                   | 03/17/22     | 10.00          | 48512        | 03/23/22         |
| Total 3305:   |                                 |                |  |              | 10.00          |              |                  |
| <b>3306</b>   |                                 |                |  |              |                |              |                  |
| 3306          | Tidewater Environmental Service | TES007384      | Vessel Recovery-Marina                       | 02/23/22     | 150,272.14     | 48577        | 03/23/22         |
|               |                                 | TES007385      | Vessel Recovery-Marina                       | 02/23/22     | 121,447.76     | 48577        | 03/23/22         |
| Total 3306:   |                                 |                |  |              | 271,719.90     |              |                  |
| <b>3307</b>   |                                 |                |  |              |                |              |                  |
| 3307          | Kiwanis Club of Hermiston Foun  | KIWANISFAL     | Refund Contribution<br>towards Kiwanis Falls | 03/24/22     | 6,500.00       | 48586        | 03/24/22         |
| Total 3307:   |                                 |                |  |              | 6,500.00       |              |                  |
| Grand Totals: |                                 |                |  |              | 882,313.93     |              |                  |

Report Criteria:  
Detail report type printed

CITY OF UMATILLA, OREGON

**AGENDA BILL**

|  |                                    |
|--|------------------------------------|
| <b>Agenda Title:</b><br>City of Umatilla General Code Update ZC-1-22 - Zone Change application to amend Chapters 4, 5, 11 and 12 of the City of Umatilla Zoning Ordinance. The amendments will lessen restrictions placed on alcoholic beverage drinking places, allow for mobile food vendors to operate 6 days out of 7, raise the building height allowed in commercial and industrial zones, and adjust and remove out of compliance code for RV parks and accessory dwelling units. | <b>Meeting Date:</b><br>2022-04-05 |
|--|------------------------------------|

|   |                                   |                                       |                      |
|---|-----------------------------------|---------------------------------------|----------------------|
| <b>Department:</b><br>Community Development | <b>Director:</b><br>Brandon Seitz | <b>Contact Person:</b><br>Jacob Foutz | <b>Phone Number:</b> |
|---|-----------------------------------|---------------------------------------|----------------------|

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

|  |                                    |
|--|------------------------------------|
| <b>Reviewed by Finance Department:</b><br>No | <b>Previously Presented:</b><br>NA |
|--|------------------------------------|

**Attachments to Agenda Packet Item:**

[ZC-1-22 City Council Report.docx](#)

[ZC-1-22 Draft Text Change.docx](#)

|   |
|---|
| <b>Summary Statement:</b><br>The Planning Commission unanimously recommended approval of ZC-1-22 to the City Council. A same motion to approve is provided below.<br><br>I move to approve Zone Change ZC-1-22 and adopt the the staff report as Councils findings. |
|---|

|  |
|--|
| <b>Consistent with Council Goals:</b><br>N/A |
|--|



**UMATILLA PLANNING COMMISSION  
REPORT AND RECOMMENDATION  
FOR  
ZONE CHANGE ZC-1-22**

**DATE OF HEARING:** March 22, 2022

**REPORT PREPARED BY:** Jacob Foutz, Senior Planner

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## **I. GENERAL INFORMATION AND FACTS**

**Applicant:** City of Umatilla, 700 6<sup>th</sup> Street, Umatilla, OR 97882.

**Land Use Review:** Zone Change application to amend Chapters 4, 5, 11 and 12 of the City of Umatilla Zoning Ordinance. The amendments will lessen restrictions placed on alcoholic beverage drinking places, allow for mobile food vendors to operate 6 days out of 7, raise the building height allowed in commercial and industrial zones, and adjust and remove out of compliance code for RV parks and accessory dwelling units.

## **II. NATURE OF REQUEST AND GENERAL FACTS**

The City of Umatilla is proposing to amend the City of Umatilla Zoning Ordinance (CUZO) to lessen restrictions placed on alcoholic beverage drinking places, allow for mobile food vendors to operate 6 days out of 7, raise the building height allowed in commercial and industrial zones, and adjust and remove out of compliance code for RV parks and accessory dwelling units.

Currently the CUZO restricts Alcoholic beverage drinking places in the Downtown Commercial and McNary Center Mixed Use to be 500 feet and 750 feet, respectively, from schools, public libraries, or designated City parks. The proposed changes would change the distance in both zones to 250 feet and remove public libraries and designated City parks for the restriction from both zones.

At the beginning of 2020 staff were directed by City Council to establish a pilot program allowing for mobile food vendors to operate 7 days a week with the restriction that the vendor cannot remain onsite for more than 48 consecutive hours. This provision was included to ensure that the mobile food vendor was able to keep the space clean and fully remove the use to ensure it remains mobile. With the data from the pilot program, staff believe that the most effective way to accomplish this goal is to amend the code to allow for the use to be allowed 6 days out of a 7-day period. This proposed code change would require that the mobile food vendor completely remove the vehicle and associated apparatus for twenty-four (24) hours during any seven (7) day period.

Additionally, it is proposed to increase the maximum building height in the commercial zones and light industrial zone from 35 feet to 50 feet, as well as increase the heavy industrial maximum building height from 35 feet to 70 feet. This will allow the city to have more comparable and

competitive maximum building height for commercial and industrial lands, to that of other cities in the general vicinity.

It has come to the attention of staff that there are two provisions in the CUZO that are currently out of compliance with Oregon state planning law. The first is found in the standards governing recreational vehicle parks(10-12-2F) which states that the maximum time any individual is permitted is 90- days in any 180-day period. ORS 197.493 was passed in 2005 which states:

A state agency or local government may not prohibit the placement or occupancy of a recreational vehicle, or impose any limit on the length of occupancy of a recreational vehicle, solely on the grounds that the occupancy is in a recreational vehicle, if the recreational vehicle is:

- (a) Located in a manufactured dwelling park, mobile home park or recreational vehicle park;
- (b) Occupied as a residential dwelling; and
- (c) Lawfully connected to water and electrical supply systems and a sewage disposal system.

In addition to removing the maximum stay requirement, it is proposed to add standards as stated below.

*No residences other than recreational vehicles (RVs) shall be permitted within RV park. All Recreational Vehicles shall maintain current license plates and registration, shall be readily transportable at all times, and shall not be permanently affixed to the ground.*

The second standard that is found to be out of compliance with Oregon state planning law is found in Accessory dwelling unit site standards (10-11-11) which required that all accessory dwellings to provide at least one (1) off-street parking space. House bill 2001 clarified that requirements to construct additional off-street parking does not fall under “reasonable local regulations relating to siting and design” and therefore is not allowed.

### **III. ANALYSIS**

The criteria applicable to this request are shown in underlined text and the responses are shown in standard text. All of the following criteria must be satisfied in order for this request to be approved.

#### **CUZO 10-13-3: AMENDMENTS TO THE ZONING TEXT OR MAP:**

- A. Type IV Procedure: Amendments to the zoning title text or official map are considered a type IV procedure. A map change may be legislative or quasi-judicial, depending on the number of properties and area involved. A text change is always a legislative decision.
- B. Initiation Of Application: An application may be initiated by a property owner or authorized agent, the planning commission, or the city council.
- C. Narrative, Identification Required: An application shall include a narrative that demonstrates compliance with the approval criteria and a site and vicinity map identifying the property and adjacent properties. A traffic impact analysis (TIA), pursuant to section 10-11-10 of this title, shall also be submitted with all plan and zoning amendment applications.
- D. Approval Criteria: An amendment to this title or official map shall comply with the following criteria:

1. The proposed designation is consistent with and supports the purposes of the portions of the city's comprehensive plan not proposed for amendment, or circumstances have changed to justify a change in the comprehensive plan.

**Findings:** The proposed text amendments support the purposes of the City of Umatilla Comprehensive plan including but not limited to chapters 2,9, and 14.

**Conclusion:** The proposed code changes are consistent with and support the city's comprehensive plan.

2. The proposed change will not affect the land supply for the existing zoning designation as related to projected need for the particular land use.

**Findings:** The proposed text amendment would not affect the land supply for any existing zoning designation.

**Conclusion:** The proposed text amendment will not change the existing zoning designations for any property within the City's Urban Growth Boundary (UGB). Therefore, the proposed text amendment will not affect the land supply of the existing zoning designations.

3. The proposed designation will not negatively impact existing or planned public facilities and services. In particular, pursuant to the Oregon transportation planning rule, proposed text and map amendments shall determine whether the proposed change will significantly affect a collector or arterial transportation facility and must comply with the requirements of Oregon administrative rule (OAR) 660-012-0060 as applicable. In the I-82/U.S. 730 interchange area management plan (IAMP) management area, proposed access shall be consistent with the access management plan in section 7 of the IAMP.

**Findings:** The text amendment will not change the permitting process for new uses proposed in any zoning districts within the City of Umatilla. There is no new development proposed therefore it is not possible to determine if existing or planned public facilities or services will be affected. The proposed changes as they stand will not affect any collector or arterial transportation facility within the City of Umatilla in a significant way.

**Conclusion:** The proposed text amendment to lessen restrictions placed on alcoholic beverage drinking places, allow for mobile food vendors to operate 6 days out of 7, raise the building height allowed in commercial and industrial zones, adjust and remove out of compliance code for RV parks and accessory dwelling units will not affect any collector or arterial transportation facility within the City of Umatilla in a significant way.

4. The site is suitable for the proposed use, considering the topography, adjacent streets, access, size of the site, availability of public facilities, and any other pertinent physical features.
5. Other sites in the city or the vicinity are unsuitable for the proposed use. In other words, ownership and desire to develop a particular use in themselves provide insufficient rationale for changing a zoning designation that does not support the interests of the city as a whole.

**Findings:** The intent of these standards are to show that a proposed amendment is necessary to accommodate a proposed use and to show that other sites within the City are not readily available to develop the propose use. The proposed text change is to lessen

restrictions placed on alcoholic beverage drinking places, allow for mobile food vendors to operate 6 days out of 7, raise the building height allowed in commercial and industrial zones, adjust and remove out of compliance code for RV parks and accessory dwelling units. The proposed changes would apply to a variety of properties located throughout the City not a specific site.

**Conclusion:** The proposed amendments will apply to properties located throughout the City not a specific property. Therefore, analysis to determine if a specific site is suitable for the proposed use or other sites located throughout the city are not suitable is not necessary or applicable.

#### **IV. SUMMARY AND RECOMMENDATION**

The applicant, City of Umatilla, is proposing to amend Chapters 4, 5, 11 and 12 of the City of Umatilla Zoning Ordinance. The amendments will lessen restrictions placed on alcoholic beverage drinking places, allow for mobile food vendors to operate 6 days out of 7, raise the building height allowed in commercial and industrial zones, and adjust and remove out of compliance code for RV parks and accessory dwelling units. The request appears to meet all of the applicable criteria and standards for this type of request. Therefore, based on the information in Sections I and II of this report, and the above criteria, findings of fact and conclusions addressed in Section III, the Planning Commission recommends approval of Zone Change (ZC-1-22) to City Council.

#### **VI. EXHIBITS**

Exhibit A – Draft Text Change

Underlined language proposed to be added; ~~Strikethrough~~ language proposed for deletion by  
Zone Change application ZC-1-22

## **TITLE 10 - ZONING**

### **Chapter 4**

#### **Article A**

##### **DOWNTOWN COMMERCIAL (DC)**

###### **Sec. 10-4A-4. - Uses permitted subject to standards.**

J. Alcoholic beverage drinking places\* (7224 - examples include pub, tavern, sports bar and nightclub), subject to the following:

\*Includes any use where the serving of alcoholic beverages is the primary service or attraction and access to all or any portion of the premises is age restricted by law due to serving alcoholic beverages. The use may include the serving of meals incidentally to the primary use.

1. The use will not be located within ~~500~~ 250 feet of a school, ~~public library or designated city park.~~

###### **Sec. 10-4A-7. - Property development standards.**

Maximum building height    ~~35~~ 50 feet

#### **Article B**

##### **DOWNTOWN TRANSITIONAL (DT)**

###### **Sec. 10-4B-7. - Property development standards.**

Maximum building height    ~~35~~ 50 feet

#### **Article C**

##### **NEIGHBORHOOD COMMERCIAL (NC)**

###### **Sec. 10-4C-7. - Property development standards.**

Maximum building height    ~~35~~ 50 feet

#### **Article D**

##### **GENERAL COMMERCIAL (GC)**

**Sec. 10-4D-7. - Property development standards.**

Maximum building height 35 50 feet

**Article E**

**HIGHWAY COMMERCIAL (HC)**

**Sec. 10-4E-7. - Property development standards.**

Maximum building height 35 50 feet

**Article F**

**MCNARY CENTER MIXED USE(MC)**

**10-4F-4.- Uses permitted subject to standards.**

E. Alcoholic beverage drinking places (7224) - examples include pub, tavern, sports bar or nightclub, subject to the following standards:

1. The use will not be located within ~~750~~ 250 feet of a school, ~~public library or designated city park.~~
2. The use will not be located within 100 feet of the right-of-way of Columbia Boulevard westward from its intersection with Willamette Avenue.

**Sec. 10-4F-7. - Property development standards.**

Maximum building height 35 50 feet

**Chapter 5**

**Article A**

**LIGHT INDUSTRIAL (M-1)**

**Sec. 10-5A-4. - Development standards.**

Maximum building height 35 50 feet

**Article B**

**HEAVY INDUSTRIAL (M-2)**

**Sec. 10-5B-4. - Development standards.**

Maximum building height 35 70 feet

## Chapter 11

### SUPPLEMENTARY PROVISIONS

#### Sec. 10-11-11. Accessory dwelling unit site standards.

E. ~~All accessory dwellings shall provide one off-street parking space~~ Provided parking shall be subject to the standards in Sections 10-9-1 through 10-9-6 of this title.

#### 10-11-12: Mobile Food Vendors:

##### F. Location and Use:

1. Mobile food vendors operating as an accessory off-street use shall meet the following standards:
  - a. Mobile food vendors are allowed on legally established parking or vehicle areas only.
  - b. Mobile food vendors operating as an accessory off-street use shall ~~not remain onsite for more than 48 consecutive hours during any seven (7) day period.~~ completely remove the vehicle and associated apparatus for twenty-four (24) hours during any seven (7) day period.

## Chapter 12

### CONDITIONAL USES

#### Sec. 10-12-2. - Standards governing conditional uses.

F. *Recreational vehicle parks.* Recreational vehicle parks shall conform to the following standards and requirements:

~~1. There shall be no long term residential occupancy of a recreational vehicle park space. The maximum time any individual or vehicle is permitted is 90 days within any 180 day period. The applicant or subsequent park operator shall make his occupancy records available to the City to assure that this condition is met. Violation of the 90 day occupancy limitation shall be grounds for immediate revocation of a conditional use permit.~~

1. No residences other than recreational vehicles (RVs) shall be permitted within RV park. All Recreational Vehicles shall maintain current license plates and registration, shall be readily transportable at all times, and shall not be permanently affixed to the ground.

CITY OF UMATILLA, OREGON

# AGENDA BILL

|   |                                    |
|---|------------------------------------|
| <b>Agenda Title:</b><br>Golf Course Rezone PA-1-22 - An application to settle and correct both the Comprehensive Plan and Zoning designation of the subject property which lies between the Big River Golf Course and Bud Draper Drive achieving a Comprehensive Plan of Residential and Zoning of Medium Density Residential (R-2). The subject property consists of Tax Lot 2600 of Assessor's Map 5N 28 11 and Tax Lots 200, 300, 400, 500, 600 and 800 of Assessor's Map 5N 28 14B. | <b>Meeting Date:</b><br>2022-04-05 |
|---|------------------------------------|

|   |                                   |                                       |                      |
|---|-----------------------------------|---------------------------------------|----------------------|
| <b>Department:</b><br>Community Development | <b>Director:</b><br>Brandon Seitz | <b>Contact Person:</b><br>Jacob Foutz | <b>Phone Number:</b> |
|---|-----------------------------------|---------------------------------------|----------------------|

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

|  |                                    |
|--|------------------------------------|
| <b>Reviewed by Finance Department:</b><br>No | <b>Previously Presented:</b><br>NA |
|--|------------------------------------|

**Attachments to Agenda Packet Item:**

[PA-1-22 Staff report CC.docx](#)

[Vicinity Map zoning.pdf](#)

[Hash Park JUB Render.pdf](#)

[Exhibit F.pdf](#)

[R1,R2 Zoning.docx](#)

[AT Chase Comment letter.pdf](#)

[Hagerman Comment letter.pdf](#)

**Summary Statement:**

Planning Commission unanimously recommended approval of Plan Amendment PA-1-22 to City council. a sample motion to approve is provided below.

I move to approved Plan Amendment PA-1-22 and adopt the staff report as Council's findings.

**Consistent with Council Goals:**

N/A



**UMATILLA PLANNING COMMISSION  
REPORT AND RECOMMENDATION FOR  
PLAN AMENDMENT PA-1-22**

**DATE OF HEARING:** March 22, 2022

**REPORT PREPARED BY:** Carla McLane,  
Planning Consultant

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**I. GENERAL INFORMATION AND BACKGROUND:**

**Applicant/Owner:** City of Umatilla

**Document to be Modified:** Combined City of Umatilla Comprehensive Plan and Zoning Map.

**Subject Property:**

The subject property consists of Tax Lot 2600 of Assessor's Map 5N 28 11 and Tax Lots 200, 300, 400, 500, 600, and 800 of Assessor's Map 5N 28 14B. See attached Vicinity Map.

**Current Use of the Property:**

The subject property is bare fronting Bud Draper Drive with its western boundary adjacent to the Big River Golf Course. Not a part of this action but also along the western side of Bud Draper Drive is the Aramark facility which was approved by Umatilla County in 2009.

**Surrounding Uses:**

Within the City of Umatilla, to the west of the subject property, the land is currently zoned for residential use including the Big River Golf Course which also has applied the Community Service as an overlay. To the east the properties both within the Urban Growth Boundary and those within the City Limits are planned and zoned for Industrial use.

**Background:**

The City of Umatilla is accomplishing work determined necessary in 2014 when the Port of Umatilla and John P. Hammer Properties appealed a City of Umatilla Council decision to the Land Use Board of Appeals (LUBA) denying an application for an industrial activity on property that was both Planned and Zoned for Residential purposes (LUBA NO. 2014-062). In early 2014 application was made for an industrial warehouse that set-in motion an extensive review by then City Planner William Searles of the zoning history of the subject property and other properties in the vicinity. Of specific concern were the properties between the Big River Golf Course and Bud Draper Drive. Based on available maps it appeared that the subject property was zoned Heavy Industrial (M-2).

The Planning Commission and the City Council, working initially from William Searles recommendation and eventually also from Attorney Carrie Richter, denied the request based on a clear history of the property being Planned and Zoned for Residential purposes. As part of the record for the denial Exhibit F is a "Chronology of Findings and Events" in support of Exhibit G

which presents a clear history of Comprehensive Plan and Zoning Map determinations starting in 1972 through the action in 2014. Of note are the following entries from Exhibit F (which is attached in its entirety):

43. On May 27, 1999, and June 3, 1999, the City Planning Commission held a public hearing to consider a proposed single Comprehensive Plan and Zoning Map as noted in a May 20, 1999 memorandum from planning consultant Leslie Hauer to the planning commission. The map attached to Ms. Hauer's memo was prepared by KCM, Inc., and appears to be based on the draft map prepared by Tenneson Engineering in 1992 (see finding #33). This map shows the subject (Port) property adjacent to the golf course as being planned R-1 Single-family residential. The map appears to be, in part, the City's attempt to address that part of the Periodic Review work plan that identified the conflict areas between the City comp plan map and the County's zoning in the UGA (see finding #37).
44. On June 15, 1999, the Umatilla City Council passed Ordinance No. 689 which adopted the combined Comprehensive Plan Map and Zoning Map prepared by KCM, Inc., as recommended by the Planning Commission. This map shows the subject (Port) property between the golf course and Draper Road as being planned R-1 Single-Family Residential.
52. From paid invoice reports to the City Council during 2004 and early 2005, it appears the City, acting administratively, and not through the Planning Commission or City Council, hired a firm call SCM Consultants, Inc. to develop an updated Comprehensive Plan and Zoning Map reflecting the plan and zoning map changes and annexations that had been made up to that time. The result appears to have been a large-scale map and reproducible copies reduced to fit on 11" x 17" size paper. This map was dated December 2004 and labeled as the "Official City and Urban Growth Boundary Comprehensive Plan and City Zoning Map." There is no record in the planning commission or city council agendas or minutes that this map was reviewed and adopted by the City in any official manner. However, this map shows the subject (Port) property between the golf course and Draper Road as being planned Industrial.
59. In October 2012, a request was made by the City to have the County Planning Department update the 2004 zoning map with the zone changes and annexations that had occurred up to that time (based on a thorough review of all the ordinances passed by the city council since the comp plan and zoning map had been adopted by city Ordinance No. 689). The result was the current map we have in the planning office and in the city council chambers. City staff was not aware until recently that there might be a mapping error of the subject (Port) property between the golf course and Draper Road.

Attorney Carrie Richter, on behalf of the City of Umatilla, prepared the Response Brief for Respondent City of Umatilla and set forth compelling arguments in further support of the City's denial of the industrial development. It is unclear if oral arguments occurred but in 2015 the appellants did withdraw their appeals and a land sale was executed transferring property owned by both Hammer Properties and the Port of Umatilla to the City of Umatilla concluding the event. City Council meeting minutes from February 17, 2015, provide the following:

10.3 Ordinance No. 796. It was declared by Councilor Ray that there may be a potential conflict of interest for him because he had business contracts with the Port of Umatilla and also the City of Umatilla, which was acknowledged by Mayor Trott.

It was moved by Councilor Lougee to have a first reading by title only on Ordinance No. 796. The motion was seconded by Councilor TenEyck. Voted 6-0. Motion Carried.

Recorder Sandoval made the first reading for Ordinance No. 796 – AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN LANDS WITHIN THE PORT OF UMATILLA INDUSTRIAL PARK. Mayor Trott requested Manager Ward for a staff report on the issue. Manager Ward stated that it had nearly been a year since the zoning issue with the lands on Draper Subdivision and the Port of Umatilla first came to light officially with the Port of Umatilla and the City of Umatilla. The road has been winding and very rocky to get to the point at which they were at the current meeting. There was actually an agreement to resolve the dispute, to null and withdraw the appeals to LUBA. The terms of the agreement had been condensed to into a purchase and sale agreement, whereby the City of Umatilla would purchase all the affected properties within the Draper Subdivision, with the exception of one lot, that was currently occupied by Aramark. The lot is currently owned by Hammer Properties, but was not included in annexation in 2010 with the rest of the Draper Subdivision. The City would also be acquiring a 3.1-acre parcel at the northeast corner of the golf course, the northwest end of Bud Draper Road. The terms of the agreement were that the City would pay Hammer Properties \$40,000.00 for their lot, plus \$3,687.00 in attorney fees. The rest of the properties the City would purchase from the Port of Umatilla for \$176,00.00 in four installments of \$44,000.00 with the first payment starting at the closing of these documents to Hammer Properties. The first payment to the Port would be in July of 2015 which gets us into the next budget year. In exchange, the Port and Hammer Properties would withdraw their appeals of the decision on site plan application presented to the Planning Commission from LUBA and the City of Umatilla would withdraw the site plan division decision on that property. Basically, we were back to where we started. There was an issue with the plan designation with the County now, as opposed to the City. Nonetheless, now was the time to sit back and take a deep breath. The City has no plans with the land, but the City will work collaboratively, with the Port, the adjacent property owners, and together, to determine the future of those properties. Manager Ward believes it is a good decision for the City and will make us partners with the Port. He encourages the Council to vote in favor of this Ordinance.

Mayor Trott recognized Councilor TenEyck for getting things on track on his own personal accord, for his tenacity and caring, and seeing things through. He also recognized Joe Farnell who is the CEO for Oregon Telecom, and the facilitator-mediator extraordinaire and who has helped the entire group through the negotiations. He recognized and thanked the City Manager, Bob Ward, for his leadership, patience, and seemingly valid integrity for never giving up.

Mayor Trott asked the audience if there were any further comments on Ordinance No. 796. Seeing none, he closed public hearing for Ordinance No. 796.

Manager Ward announced that there was a revised Escrow Agreement for the Port of Umatilla, but it was not material to the Ordinance itself.

Councilor Dedrick questioned where the money was coming from. Manager Ward responded by stating that the initial payment would be a loan from the River Front Development Project, to the City that we will pay that back. The additional monies will be budgeted for in the next four budgets and the City will see, as we go through the budget process, where the revenue sources for those additional funds would come from. Councilor Fenton moved to approve Ordinance No. 796. Councilor Dedrick seconded the motion. Voted 6-0. Motion Carried.

Based on this history the City of Umatilla is now undertaking a planning process to confirm the Comprehensive Plan and Map designation of Residential and Amend the zoning designation, changing it from Single-Family Residential (R-1), the zoning based on the history, or Heavy Industrial (M-2), the zoning identified on various maps, to Medium Density Residential (R-2).

## **II. NATURE OF REQUEST:**

Confirm the City of Umatilla Comprehensive Plan designation of Residential and Apply the Medium Density Residential (R-2) Use Zone to the subject property, effecting a change to the zoning.

### **Intended Outcomes of Application Process:**

To settle both the Comprehensive Plan and Zoning designation of the subject property which lies between the Big River Golf Course and Bud Draper Drive achieving a combined Comprehensive Plan and Zoning Designation of Residential/Medium Density Residential (R-2).

The reasoning for applying the Medium Density Residential (R-2) use zone is to maximize the residential development opportunities, to allow for more density, and to allow for a broader mix of residential types. The minimum lot size is smaller in the R-2 zone by 3,000 square feet and it allows for single-family detached and attached residences as well as two-family and multi-family housing at moderate density. It is the most flexible of the three residential use zones allowed in the City of Umatilla.

### **Proposed Comprehensive Plan and Zoning Map Designations:**

Combined Comprehensive Plan and Zoning Designation of Residential/Medium Density Residential (R-2).

## **III. REQUIRED REVIEW AND ANALYSIS:**

The City of Umatilla Zoning Ordinance Title 10 Zoning Chapter 14 Administrative Provisions, specifically 10-14-2, states that the City will employ the steps for a Type IV decision for a change in zoning. Chapter 14, specifically 10-14-4, outlines the procedures that need to be followed and are listed next with responses. The requirements found in Chapter 13 also follow with responses. To address Transportation Impacts Chapter 11 Supplementary Provisions will

also be addressed. The rezone application form poses several questions that are addressed. The analysis concludes with a review of the 14 Statewide Planning Goals. The requirements are shown in underlined type with responses in regular type.

City of Umatilla Title 10 Zoning Chapter 14 Administrative Provisions Section 10-14-4: APPLICATION provides the following requirements.

A permit application may only be initiated by the record property owner or contract purchaser, the City Council, or the Planning Commission. The City will not accept an application without the signed authorization from all record owners.

**Response:** This action is being initiated by the City and the City is the property owner.

**Conclusion:** The City has a signed application on file.

A. All permit applications shall be submitted on a form provided by the City, along with all necessary supporting documentation and information sufficient to demonstrate compliance with all applicable approval criteria and standards, and the appropriate fee. The applicant has the burden of demonstrating, with evidence, that all approval criteria and standards are, or can be, met.

**Response:** This action is being initiated by the City and the City is the property owner. The staff report demonstrates compliance with the various factors and includes maps of the subject property.

**Conclusion:** The City has shown compliance with the various factors as is demonstrated in this Report and Recommendation with attachments.

B. A complete application includes all the materials listed in this Section and any specific information requested for a particular permit. The City Administrator may waive the submission of any of the materials if not deemed to be applicable to the specific review sought. Likewise, within thirty (30) days of submission of the application, the City Administrator may require additional information beyond that listed in this subsection, such as a traffic report or other study prepared by an appropriate expert. The applicant is responsible for the completeness and accuracy of the application and all supporting documentation.

**Response:** This action is being initiated by the City and the City is the property owner. Specific development information such as a Traffic Impact Study or utility review would be appropriate at the time an application for a subdivision or development would be submitted.

**Conclusion:** It has been determined that the information needed to review this request is available.

1. A completed City application form that includes:

- a. An accurate legal description, tax account number(s), map number, and street location of all properties that are the subject of the application.
- b. Name, address, telephone number, and authorized signature(s) of all record property owners or contract owners, and the name, address, and telephone number of the applicant, if different from the property owner(s).

**Response:** This action is being initiated by the City and the City is the property owner.

**Conclusion:** This information is known and has been confirmed by City staff.

2. A complete list of all City permit approvals sought by the applicant in this application.

**Response:** The City is seeking a change in zoning of the subject property, with this application confirming the Comprehensive Plan designation of Residential and applying a Zoning designation of Medium Density Residential (R-2), a change from Single-Family Residential (R-1). No specific developments are proposed at this time.

**Conclusion:** The request is appropriate to the desired outcome of establishing a clear Comprehensive Plan and Zoning designation.

3. A complete and detailed narrative describing the proposed development, existing site conditions, public facilities and services, natural features including wetlands and steep slopes, a discussion of the approval criteria and standards for all permits explaining how the criteria and standards are, or can be, met, and any other information indicated by the City at the pre-application conference as being required.

**Response:** No specific development is proposed at this time. This action is in response to a 2014 LUBA action and is intended to confirm the Comprehensive Plan designation of Residential and apply the Medium Density Residential (R-2) to the subject property. City and other public services are available in the vicinity both from the residential area to the west and the industrial area to the east. The land is flat with native vegetation. No known Goal 5 resources are in the vicinity which is planned and zoned for residential uses to the west and industrial uses to the east.

**Conclusion:** The Report and Recommendation serve as the necessary narrative.

4. A site plan or plans and a vicinity map, drawn to scale. The site plan shall include at least the following features, along with any other information necessary to understand the proposal:

- a. Dimensions of the site and all structures, existing and proposed.
- b. Existing conditions, including topography and any other physical features such as vegetation, wetlands, watercourses, slopes, etc.
- c. Rights of way abutting the site, whether public or private, and access to the site.
- d. Locations and sizes of all public utilities, existing and proposed, on and in the vicinity of the site.
- e. Locations, dimensions, and purposes of all recorded easements.
- f. Size of areas (in square feet) and percentages of the total site area devoted to structures, parking, landscaping, open space, dedication of right of way, and any other proposed feature.
- g. Proposed landscaping plan, including size, species, and location of plants or other elements.
- h. Parking plan.
- i. Detail of screening and fencing.
- j. Exterior lighting, including location, type, height, and areas of illumination.
- k. Service areas for trash collection, mail delivery, etc.

**Response:** There is no proposed development with this request for a change in zoning. Future development components are difficult to locate with certainty. Those features would be evaluated under the Medium Density Residential (R-2) zoning at the time of development. A future subdivision application, review, and approval would clarify future road network connections and layout of potential residential lots. Elements such as landscaping, parking, fencing, outdoor lighting, and trash and mail collection and delivery would be regulated at the time of residential development. As a means to understand what potential development could look like there is attached to this Decision and Recommendation a DRAFT rendering of an expanded Hash Park that includes new residential development adjacent to the current Hash Park and much of the area proposed for this change in zoning.

**Conclusion:** Final design considerations will be reviewed as part of a future development application, review, and approval on part or all of the property considered as part of this process.

5. The applicant shall provide the City with up to twenty (20) copies of all reports, plans, site plans, and other documents required by this Section. The number of copies will be determined at the pre-application conference. One copy of all plans and maps reduced to eight and one-half inches by eleven inches (8 1/2" x 11") or eleven inches by seventeen inches (11" x 17"), and suitable for reproduction.

**Response:** This action is being initiated by the City and the City is also the landowner.

**Conclusion:** The City is the applicant and landowner.

6. All required application fees.

**Response:** This action is being initiated by the City and the City is the landowner.

**Conclusion:** The City is the applicant and landowner.

City of Umatilla Title 10 Zoning Chapter 13 Other Permits and Actions Section 10-14-4: AMENDMENTS TO THE ZONING TEXT OR MAP provides the following requirements.  
A. Type IV Procedure: Amendments to the zoning title text or Official Map are considered a Type IV procedure. A Map change may be legislative or quasi-judicial, depending on the number of properties and area involved. A text change is always a legislative decision.

**Response:** This action is being initiated by the City with the City also being the landowner. Two public hearings will be required, one before the Planning Commission with the final public hearing before the City Council. While a single owner action there are multiple properties making this a legislative action.

**Conclusion:** The City is the applicant and the landowner. At least two public hearings are planned with the first on March 22, 2022, before the Planning Commission.

B. Initiation of Application: An application may be initiated by a property owner or authorized agent, the Planning Commission, or the City Council.

**Response:** This action is initiated by the City who is also the property owner.

**Conclusion:** The City is the applicant and landowner. This process was initiated by City staff based on the requirements of the settlement from 2015.

C. Narrative, Identification Required: An application shall include a narrative that demonstrates compliance with the approval criteria and a site and vicinity map identifying the property and adjacent properties.

**Response:** The City, through its contract planner, drafted an application narrative.

**Conclusion:** The City deemed the application narrative to be complete and to meet this standard.

D. Approval Criteria: An amendment to this Title or Official Map shall comply with the following criteria:

1. The proposed designation is consistent with and supports the purposes of the portions of the City's Comprehensive Plan not proposed for amendment, or circumstances have changed to justify a change in the Comprehensive Plan.

**Response:** No change is proposed to the Comprehensive Plan or Plan Map designation of Residential. The Zoning of the subject property is proposed for a change from Single-Family Residential (R-1) to Medium Density Residential (R-2). Please see the Background discussion above concerning the current Plan and Zoning designations. The desired intent is to settle the conflict identified in 2014 which resulted in the LUBA appeal discussed above and the purchase of the subject property by the City.

**Conclusion:** The Combined Comprehensive Plan and Zoning Designation will be Residential/Medium Density Residential (R-2).

2. The proposed change will not affect the land supply for the existing zoning designation as related to projected need for the particular land use.

**Response:** The subject property has had continued confusion about its zoning that has continued even from 2014 as the more recently adopted Economic Opportunities Analysis concluded in 2018 and adopted in 2021 shows the subject property with Heavy Industrial (M-2) zoning clouding the inventory of the land appropriately as available for residential purposes. This is also the case with the Housing inventory from the same time. This will add to the Residential inventory and subtract from the Industrial inventory but not significant numbers in either case as the acreage being considered is approximately 20-acres.

**Conclusion:** As this action affects approximately 20-acres no significant change is anticipated to either the Housing or Industrial Lands inventories. Accomplishing this action will provide clarity of zoning when future buildable lands inventories are conducted.

3. The proposed designation will not negatively impact existing or planned public facilities and services.

**Response:** City and other public services are available in the vicinity of the subject property with services currently available to the residential uses to the west and the industrial uses to the east. Power and other public services are available along Bud Draper Drive and Riverside Avenue. A future application for a subdivision or development on the subject property will define where those various public services will come from.

**Conclusion:** Public facilities and services are available adjacent to and in the vicinity of the proposed change of zoning.

4. The site is suitable for the proposed use, considering the topography, adjacent streets, access, size of the site, availability of public facilities, and any other pertinent physical features.

**Response:** The site is mostly flat with possible road connections to both Bud Draper Drive to the east and Riverside Avenue to the north. The Hash Park DRAFT rendering shows other potential road connections. Public facilities are available from both the east and west.

**Conclusion:** Streets, roads, access points, and availability of public facilities supports the proposed change in zoning to Medium Density Residential (R-2).

5. Other sites in the City or the vicinity are unsuitable for the proposed use. In other words, ownership and desire to develop a particular use in themselves provide insufficient rationale for changing a zoning designation that does not support the interests of the City as a whole.

**Response:** This action is initiated by the City who also owns the subject property desiring to finally resolve the confusion that resulted in the 2014 LUBA appeal described above. The City always envisioned the subject property to be used for residential purposes and this action accomplishes that.

**Conclusion:** This action eliminates confusion that was brought to light in 2014 resulting in a LUBA appeal that was later withdrawn based on an understanding the City would confirm the properties Comprehensive Plan and Zoning designations. This action accomplishes that.

City of Umatilla Title 10 Zoning Ordinance Chapter 11 Supplementary Provisions  
10-11-10: TRAFFIC IMPACT ANALYSIS (TIA)

A. Purpose: The purpose of this section of the code is to implement Section 660-012-0045(2)(e) of the State Transportation Planning Rule that requires the City to adopt a process to apply conditions to specified land use proposals in order to minimize adverse impacts to and protect transportation facilities. This section establishes the standards for when a proposal must be reviewed for potential traffic impacts; when a Traffic Impact Analysis must be submitted with an application in order to determine whether conditions are needed to minimize impacts to and protect transportation facilities; what must be in a Traffic Impact Analysis; and who is qualified to prepare the analysis.

**Response:** This action seeks to confirm the Comprehensive Plan designation of Residential and change the zoning from Single-Family Residential (R-1) to Medium Density Residential (R-2). No changes to transportation impacts are anticipated so no Traffic Impact Analysis was required. At the time of development specific traffic improvements will be reviewed and approved.

**Conclusion:** As the underlying Residential designation is not changing no Traffic Impact Analysis was required.

B. Applicability: A Traffic Impact Analysis shall be required to be submitted to the City with a land use application, when the following conditions apply:

1. The application involves one or more of the following actions:
  - a. A change in zoning or plan amendment designation; or
  - b. The proposal is projected to cause one or more of the following effects, which can be determined by field counts, site observation, traffic impact analysis or study, field measurements, crash history, Institute of Transportation Engineers Trip Generation manual; and information and studies provided by the local reviewing jurisdiction and/or ODOT:
    - 1) An increase in site traffic volume generation by 250 Average Daily Trips (ADT) or more (or as required by the City Engineer). The latest edition of the Trip Generation manual, published by the Institute of Transportation Engineers (ITE) shall be used as standards by which to gauge average daily vehicle trips; or
    - 2) An increase in use of adjacent streets by vehicles exceeding the 20,000 pound gross vehicle weights by 10 vehicles or more per day; or
    - 3) The location of the access driveway does not meet minimum intersection sight distance requirements, or is located where vehicles entering or leaving the property are restricted, or vehicles queue or hesitate, creating a safety hazard; or
    - 4) The location of the access driveway does not meet the access spacing standard of the roadway on which the driveway is located; or
    - 5) A change in internal traffic patterns that may cause safety problems, such as back up onto the highway or traffic crashes in the approach area.

**Response:** No change in Comprehensive Plan designation is requested. The change in Zoning designation is from Single-Family Residential (R-1) to Medium Density Residential (R-2) which is not significant when considering traffic impacts. Traffic generation based on that change in zoning will not increase traffic by more than 250 ADT referenced in this section. Nor are large vehicles anticipated to be using the residential streets that would be part of an eventual residential development. Final locations for access or internal streets have not been determined and only assumed in the attached Hash Park concept plan. Final traffic impacts will be assessed as the time an applicant submits a subdivision or other type of development application for the subject property.

**Conclusion:** A Traffic Impact Analysis will be required as part of any future application for development of the subject property.

### C. Traffic Impact Analysis Requirements

1. Preparation. A Traffic Impact Analysis shall be prepared by an Oregon Registered Professional Engineer that is qualified to perform traffic engineering analysis and will be paid for by the applicant.
2. Transportation Planning Rule Compliance. See Section 10-13-3 Amendments to the Zoning Text or Map.
3. Pre-application Conference. The applicant will meet with the Umatilla Public Works Director and Planning Director prior to submitting an application that requires a Traffic Impact Analysis. The City has the discretion to determine the required elements of the TIA and the level of analysis expected. The City shall also consult the Oregon

Department of Transportation (ODOT) on analysis requirements when the site of the proposal is adjacent to or otherwise affects a State roadway.

**Response:** These requirements would be applicable to any future development application submitted concerning residential development of the subject property.

**Conclusion:** Traffic impacts will be evaluated when the property is subdivided for residential purposes or another type of application may be submitted for the subject property.

D. Approval Criteria: When a Traffic Impact Analysis is required, approval of the proposal requires satisfaction of the following criteria:

1. Traffic Impact Analysis was prepared by an Oregon Registered Professional Engineer qualified to perform traffic engineering analysis;
2. If the proposed action shall cause a significant effect pursuant to the Transportation Planning Rule, or other traffic hazard or negative impact to a transportation facility, the Traffic Impact Analysis shall include mitigation measures that meet the City's Level-of Service and/or Volume/Capacity standards and are satisfactory to the City Engineer, and ODOT when applicable; and
3. The proposed site design and traffic and circulation design and facilities, for all transportation modes, including any mitigation measures, are designed to:
  - a. Have the least negative impact on all applicable transportation facilities;
  - b. Accommodate and encourage non-motor vehicular modes of transportation to the extent practicable;
  - c. Make the most efficient use of land and public facilities as practicable;
  - d. Provide the most direct, safe and convenient routes practicable between on-site destinations, and between on-site and off-site destinations; and
  - e. Otherwise comply with applicable requirements of the City of Umatilla Code.

**Response:** These standards will be applicable to any future development application on the subject property.

**Conclusion:** These standards will be applied when a subdivision or other development application is submitted for review.

E. Conditions of Approval: The City may deny, approve, or approve a proposal with appropriate conditions.

1. Where the existing transportation system is shown to be impacted by the proposed action, dedication of land for streets, transit facilities, sidewalks, bikeways, paths, or accessways may be required to ensure that the transportation system is adequate to handle the additional burden caused by the proposed action.
2. Where the existing transportation system is shown to be impacted by the proposed action, improvements such as paving, curbing, installation or contribution to traffic signals, construction of sidewalks, bikeways, accessways, paths, or streets that serve the proposed action may be required.

**Response:** Dedication of future streets and the improvement standards for those streets including sidewalks or other related features will be reviewed at the time of subdivision or other development application.

**Conclusion:** Future development approvals will address streets, sidewalks, trails or paths, and other transportation improvements appropriate to the development request.

The City of Umatilla Rezone Application poses the following additional questions when a rezone is requested.

Explain why this particular parcel(s) of property should be rezoned as opposed to utilizing existing zoned property for proposed use.

**Response:** This action is not proposing to change the Residential Comprehensive Plan designation of the property but only change the Zoning designation from Single-Family Residential (R-1) to Medium Density Residential (R-2) (See earlier background discussion). The primary effect of this change in Zoning designation reduces the minimum lot size from 7,000 square feet to 5,000 square feet, allowing for potentially more homes and envisions duplexes and multi-family housing.

**Conclusion:** This action seeks to confirm the Comprehensive Plan designation of this property and change the Zoning from Single-Family Residential (R-1) to Medium Density Residential (R-2).

What is the land use plan designation for this property on the Comprehensive Plan map?

**Response:** There have been conflicting maps but based on the work done in 2014 the intended Comprehensive Plan Map designation is Residential. That is not proposed to change.

**Conclusion:** Residential.

If there is a conflict between the plan map and the desired zone, how can a change be justified?

**Response:** This action is being undertaken to remove any conflict or confusion as previous maps have erroneously shown the subject property with industrial zoning. The intent was and is residential zoning. The preferred residential use zone is Medium Density Residential (R-2). This is a change in zoning from the Single-Family Residential (R-1) that was identified to be applicable based on the work done by William Searles in 2014.

**Conclusion:** This action is resolving a conflict that was identified in 2014.

What policies or facts in the Comprehensive Plan and/or Zoning Code relate to use of the property after the zone is changed?

**Response:** The City of Umatilla Comprehensive Plan Chapter 10 Goal 10: Housing identifies as its goal “to increase the supply of housing commensurate with population growth, and the peoples’ needs.’ This action will, by virtue of the continuing mapping error it seeks to rectify, increase the housing inventory.

The Development Code, specifically Title 10 Zoning, would have several factors that would relate to the use of the subject property after this application is approved and in place. Within the Residential Districts of Chapter 3, the Medium Density Residential (R-2) Uses Permitted and Conditional Uses Permitted lists would define allowable uses; the Development Standards would outline a variety of development criteria and would define density, landscaping, open space requirements, and dimensional standards.

**Conclusion:** The Comprehensive Plan Chapter 10 Housing and the Development Code Title 10 Zoning would be applicable to future development on the subject property once this rezone is approved.

Explain how the surrounding property is zoned.

**Response:** The property immediately to the west is the Big River Golf Course which is zoned Medium Density Residential (R-2) with a Community Service overlay with the surrounding properties to the north, west and south zoned for residential purposes. The land to the east is zoned for industrial uses with both City and County zoning applied.

**Conclusion:** The property to the west is zoned for residential purposes with the property to the east zoned for industrial purposes.

Explain how this same property is used at present.

**Response:** The property to the west is used for the golf course and residential purposes. There is some neighborhood commercial property further west with a convenience store, newly installed fueling station, a hotel, school, and a neighborhood bar. There are also several community churches. To the east a variety of industrial uses have been sited including an onion storage and processing facility, a pipe manufacturer, and a data center.

**Conclusion:** The property to the west has a variety of uses allowed and encouraged in a residential use zone. Uses to the east are industrial in nature.

If the zone of your property is changed, explain how any permitted use of that district will be compatible with the surrounding property.

**Response:** This action is about confirming the residential zoning of the property and changing the residential zoning designation from Single-Family Residential (R-1) to Medium Density Residential (R-2) so compatibility will not change. As some had believed this property to be zoned for Industrial purposes compatibility could be assumed to be different. The Aramark facility which is also along the west side of Bud Draper Drive has the golf course to the west and will have residential uses on both its north and south sides. This business operates predominately during daylight hours and does not have any noxious or concerning emissions. There are homes to both the north and south of this property that are sited across a road or street from the Industrial zoning with no conflicts that have been identified. At the time of development of this property for residential purposes various options should be considered for screening of the property from the Industrial uses to the east.

**Conclusion:** There are no concerns with compatibility to the west. Industrial uses to the east should be screened from the future residential development.

Have any changes taken place which would make the zone change appropriate now rather than at an earlier date? You may consider such things as development of surrounding properties or similarly zoned property, new streets, sewer or water lines, and so forth. Please explain more fully.

**Response:** This action is about confirming the Residential designation of the property as discussed above and to apply the Medium Density Residential (R-2) zoning. There have been no other land use actions to cause this application to be made at this time.

**Conclusion:** This action seeks to clarify the Comprehensive Plan designation of the property and apply the Medium Density Residential (R-2) zoning designation. No other reasons exist for this action currently.

Additional Information to be Furnished by Applicant:

Evidence that applicant is owner or purchaser of the property or has written permission from the owner to file the application.

**Response:** This action is being initiated by the City who is also the landowner.

**Conclusion:** The City is the landowner and applicant.

Two copies of plans and specifications, drawn to scale, showing the actual shape and dimensions of the lot to be built upon; the sizes and locations on the lot of existing and proposed structures; the intended use of each structure, the number of families, if any, to be accommodated thereon; the relationship of the property to the surrounding area, the location of any existing highways, streets, easements and public utilities.

**Response:** A map is included. The subject property is bare. A future subdivision application will more fully define what the future development may look like. There is a rendering from the Parks Master Plan that provides a sense of what a future build out of Hash Park and new residential development could look like.

**Conclusion:** The rendering of Hash Park that is attached does provide a sense of what a future development might look like.

Analysis of the Statewide Planning Goals 1 through 14 follows.

Goal 1 Citizen Involvement: To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.

**Response:** The City of Umatilla Comprehensive Plan and development codes outline the City's citizen involvement program that includes the activities of the Planning Commission and provides for the public hearing process with its required notice provisions. These notice provisions provide for adjoining and affected property owner notice; notice to interested local, state, and federal agencies; and allows for public comment to the process.

**Conclusion:** Public notice provisions and public hearings are required and will be held meeting Goal 1.

Goal 2 Planning: To establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual base for such decisions and actions.

**Response:** Goal 2 establishes the underlining process that a county or a city needs to utilize when considering changes to their Comprehensive Plans and development codes. The application that the city developed, and this staff report meets those requirements for this request.

**Conclusion:** The City has applied the requirements of its Development Code to this process.

Goal 3 Agricultural Lands: To preserve and maintain agricultural lands.

**Response:** Goal 3 requires counties to preserve and maintain agricultural lands for farm uses. Counties must inventory agricultural lands and protect them by adopting exclusive farm use zones consistent with Oregon Revised Statute 215.203 et. seq.

This action is on land within the City Limits with adjoining land to the east within the Urban Growth Boundary. No lands subject to Goal 3 are considered.

**Conclusion:** No land subject to this action is zoned for agricultural use.

Goal 4 Forest Lands: To conserve forest lands by maintaining the forest land base and to protect the state's forest economy by making possible economically efficient forest practices that assure the continuous growing and harvesting of forest tree species as the leading use on forest land consistent with sound management of soil, air, water, and fish and wildlife resources and to provide for recreational opportunities and agriculture.

**Response:** There are no forest lands in the City of Umatilla. The community is, however, a Tree City USA participant, encouraging tree planting to create an urban canopy of trees to provide the many benefits of an urban landscape that includes trees.

**Conclusion:** No land subject to this action is zoned for forest use.

Goal 5 Open Spaces, Scenic and Historic Areas, and Natural Resources: To protect natural resources and conserve scenic and historic areas and open spaces.

**Response:** The subject property does not have any overlays or other known cultural or historical sites. There are no mapped wetlands on the subject property nor is it in a designated floodplain or floodway.

**Conclusion:** There are no known Goal 5 or other natural or historic resources on the subject property.

Goal 6 Air, Water and Land Resources Quality: To maintain and improve the quality of the air, water and land resources of the state.

**Response:** Goal 6 addresses the quality of air, water, and land resources. In the context of comprehensive plan amendments, a local government complies with Goal 6 by explaining why it is reasonable to expect that the proposed uses authorized by the plan amendment will be able to satisfy applicable federal and state environmental standards, including air and water quality standards. The homes that will be built on the subject property would have access to City water and wastewater services providing protections.

**Conclusion:** Residential development within the city limits will utilize city water and wastewater infrastructure that will be beneficial under Goal 6.

Goal 7 Areas Subject to Natural Hazards and Disasters: To protect people and property from natural hazards.

**Response:** Goal 7 works to address natural hazards and disasters and through a comprehensive plan amendment process would seek to determine if there are known natural hazards and seek to mitigate any concerns. There are no known natural hazards on the subject property, and it is located significantly above and outside the flood plain for the Columbia River.

**Conclusion:** There are no known natural hazards on the subject property. It is located outside the Columbia River flood plain.

Goal 8 Recreation Needs: To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.

**Response:** No recreation components are included in this application. At the time of residential development on the subject property consideration for recreational improvements will be a part of the approval process. The subject property is immediately adjacent to the Big River Golf Course.

**Conclusion:** Recreation will be considered as part of an application for development of the subject property.

Goal 9 Economy: To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.

**Response:** Goal 9 requires local governments to adopt comprehensive plans and policies that contribute to a stable and healthy economy. The City of Umatilla has a comprehensive plan that has been acknowledged to comply with Goal 9 and completed an Economic Opportunities Analysis that has recently been adopted. As discussed earlier the errors in mapping of the subject property continued with the Economic Opportunities Analysis as it identifies the property as Industrial with Heavy Industrial Zoning. Work done in 2014 indicates that the zoning should be Single-Family Residential (R-1).

**Conclusion:** No significant change in land inventory for industrial lands will occur based on this action.

Goal 10 Housing: To provide for the housing needs of citizens of the state.

**Response:** Goal 10 requires cities to plan for the housing needs of their current and future residents. In 2019 the City of Umatilla accomplished a Housing Needs Analysis to determine the current housing supply and determine what the future needs might be. The confusion related to this property as outlined earlier in this narrative continued with that process having the subject property identified as Industrial. This action will add land to the Residential inventory augmenting the supply.

**Conclusion:** This action will add to the current inventory of land zoned for residential purposes.

Goal 11 Public Services: To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

**Response:** Goal 11 requires local governments to plan and develop a timely, orderly, and efficient arrangement of public facilities and services. The goal provides that urban and rural development be guided and supported by types and levels of services appropriate for, but limited to, the needs and requirements of the area to be served. Public services are available in the vicinity of the subject property both from the residential areas to the west and the industrial area to the east.

**Conclusion:** The subject property can be served with the needed public infrastructure and services.

Goal 12 Transportation: To provide and encourage a safe, convenient and economic transportation system.

**Response:** Goal 12 requires local governments to provide and encourage a safe, convenient, and economic transportation system, implemented through the Transportation Planning Rule. This action is not changing the Residential Comprehensive Plan designation proposing only to change the acknowledged zoning from Single-Family Residential (R-1) to Medium Density Residential (R-2). This action does not change the impacts to the transportation network. Final connections to either Bud Draper Drive or Riverside Avenue will be reviewed as part of a subdivision and development application.

**Conclusion:** The local transportation system can accommodate any future development of the subject property. Residential use generates fewer average daily trips than industrial land resulting in fewer transportation impacts.

Goal 13 Energy: To conserve energy.

**Response:** Goal 13 directs local jurisdictions to manage and control land and uses developed on the land to maximize the conservation of all forms of energy, based on sound economic principles. Residential development cannot under Oregon law impede the solar development of adjoining property, a consideration at the time of development.

**Conclusion:** This change in zoning will not have an impact on Goal 13 energy conservation measures.

Goal 14 Urbanization: To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.

**Response:** Goal 14 prohibits urban uses on rural lands. To locate urban uses on rural lands, local governments must either expand their urban growth boundaries to add property or take a Goal 14 exception setting forth reasons why urban development should be allowed on rural lands. This application is in support of future residential development on land within the City Limits which is already governed by Goal 14 and is allowed to develop at urban densities. The proposed Medium Density Residential (R-2) is available under the City of Umatilla Development Code with a minimum lot area of 5,000 square feet.

**Conclusion:** The subject property is eligible for development under Goal 14 as it is within the city limits.

#### **IV. SUMMARY AND RECOMMENDATION:**

The City of Umatilla is seeking to conclude a process started in 2014 (and earlier if you consider the length of time the mapping inconsistencies were in place) when the Hammer Properties and the Port of Umatilla appealed a land use decision denying the development of an industrial use on land the City of Umatilla believed to be planned and zoned for residential use. The attached Exhibit F outlines the history of the Residential Comprehensive Plan designation and the Single-Family Residential (R-1) zoning that had been in place since the 1970s. This action is designed to confirm the Residential Comprehensive Plan designation and change the zoning to Medium Density Residential (R-2). Going forward both text and maps will identify the subject property as Planned and Zoned for Residential Uses within the Medium Density Residential (R-2) use zone.

Therefore, based on the information in Sections I and II of this report and the findings of fact and conclusions contained in Section III, the Planning Commission recommends **APPROVAL** of this request, PA-1-22, to confirm the Residential Comprehensive Plan designation and change the zoning to Medium Density Residential (R-2) to the City Council based on the conditions of approval below. The properties are identified as Tax Lot 2600 of Assessor's Map 5N 28 11 and Tax Lots 200, 300, 400, 500, 600, and 800 of Assessor's Map 5N 28 14B.

#### **V. EXHIBITS:**

Exhibit A – Vicinity Map with Zoning

Exhibit B – Hash Park Concept Map

Exhibit C – 2014 LUBA Action Exhibit F Chronology of Findings and Events

Exhibit D – City of Umatilla Zoning Ordinance Title 10 Zoning Chapter 3 Residential Districts

Article A Single-Family Residential (R-1)

Article B Medium Density Residential (R-2)



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

# PA-1-22 VICINITY MAP

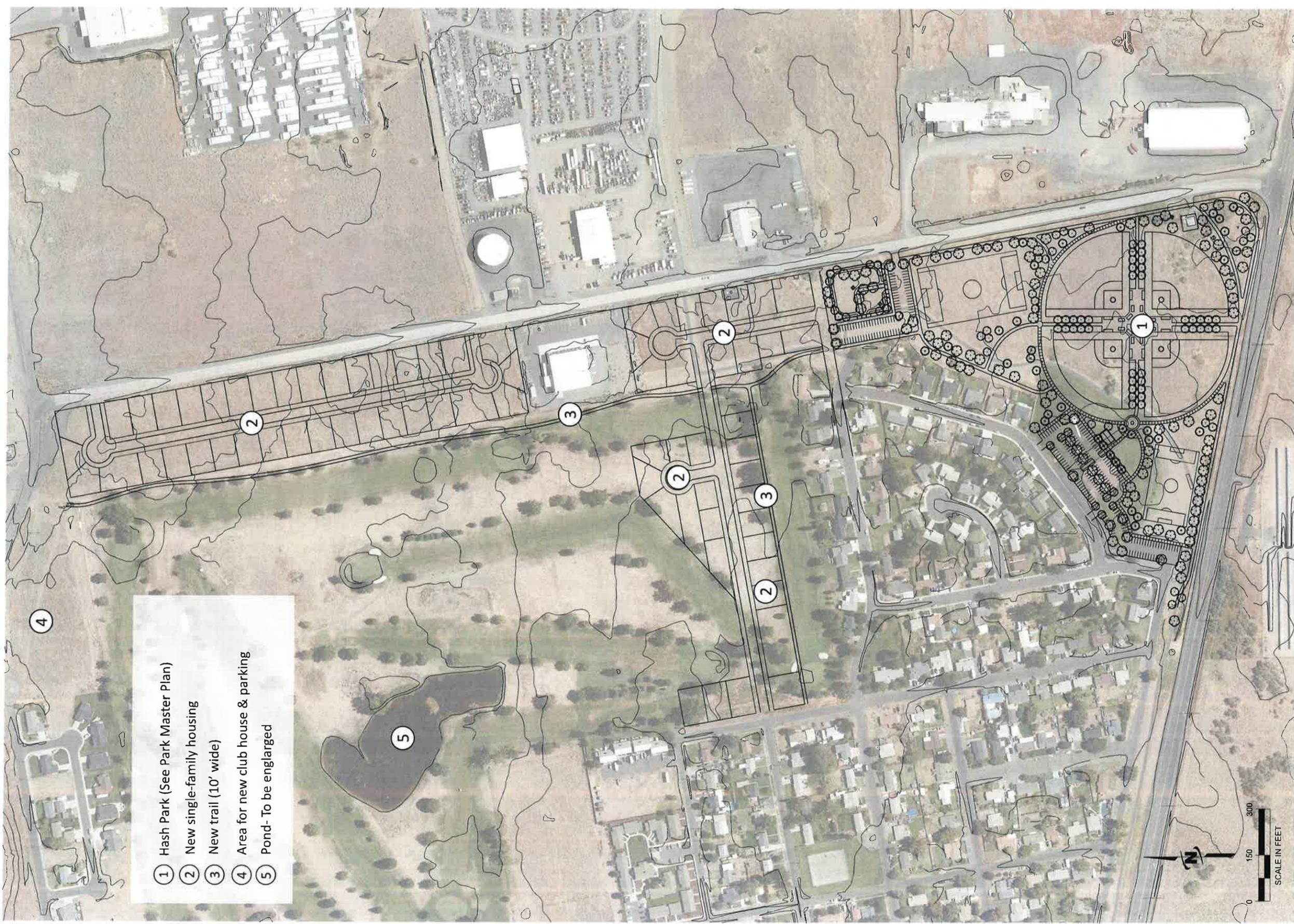
## Legend

- Subject Property
- Tax Lots (9/28/21)
- City Limits

EXISTING ZONING: Heavy Industrial (M2)  
 PROPOSED ZONING: Medium Density Residential (R2)



MAP DISCLAIMER: No warranty is made as to the accuracy, reliability or completeness of this data. Map should be used for reference purposes only. Not survey grade or for legal use. Created by Jacob Foutz, on 2/16/2022



- ① Hash Park (See Park Master Plan)
- ② New single-family housing
- ③ New trail (10' wide)
- ④ Area for new club house & parking
- ⑤ Pond- To be enlarged

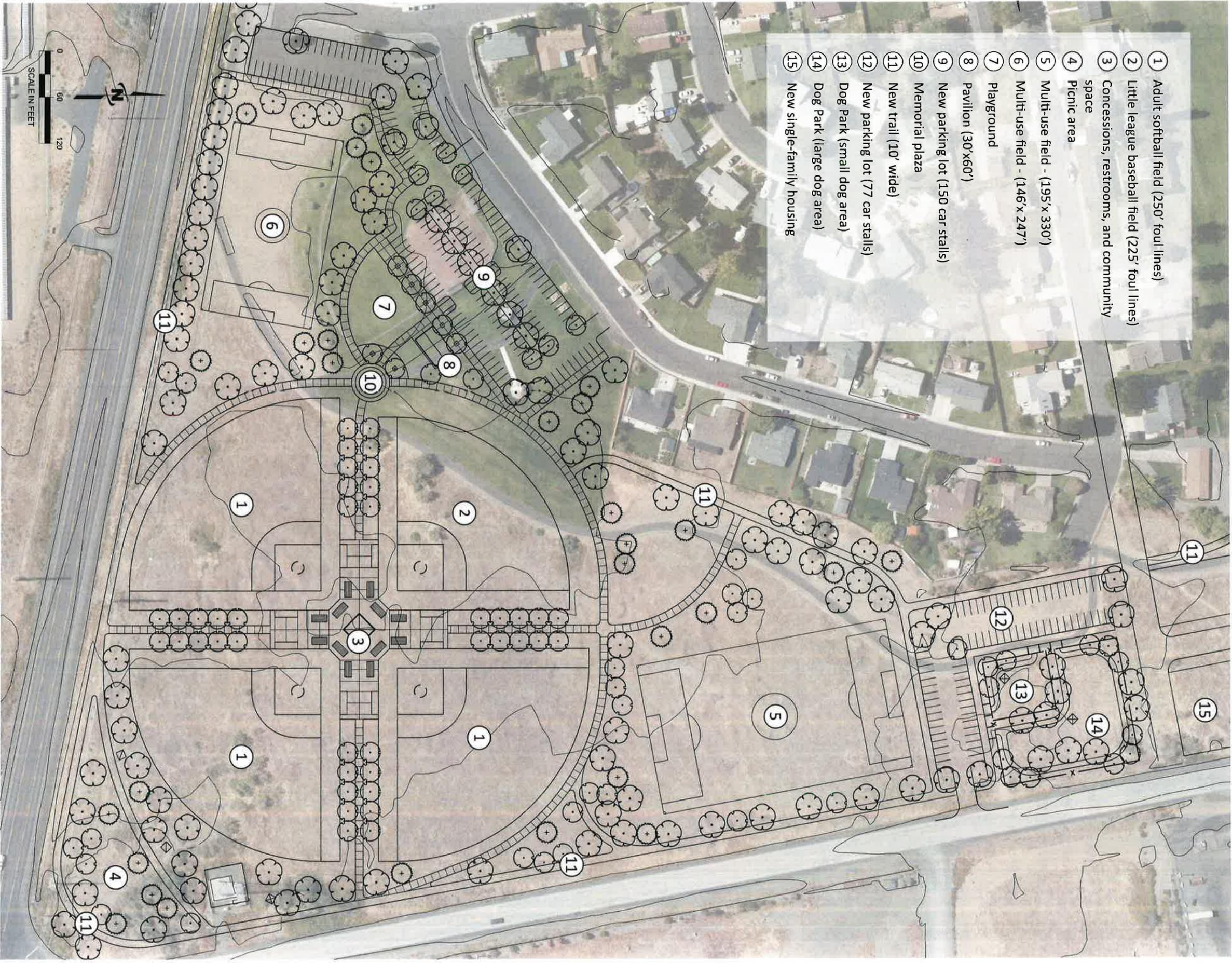
# UMATILLA HASH PARK

## FUTURE DEVELOPMENT PLAN DRAFT

November 30, 2021



J-U-B ENGINEERS, INC.



- ① Adult softball field (250' foul lines)
- ② Little league baseball field (225' foul lines)
- ③ Concessions, restrooms, and community space
- ④ Picnic area
- ⑤ Multi-use field - (195' x 330')
- ⑥ Multi-use field - (146' x 247')
- ⑦ Playground
- ⑧ Pavilion (30'x60')
- ⑨ New parking lot (150 car stalls)
- ⑩ Memorial plaza
- ⑪ New trail (10' wide)
- ⑫ New parking lot (77 car stalls)
- ⑬ Dog Park (small dog area)
- ⑭ Dog Park (large dog area)
- ⑮ New single-family housing

# UMATILLA HASH PARK

MASTER PLAN DRAFT

November 30, 2021



JUB ENGINEERS, INC.

## EXHIBIT F

### Chronology of Findings and Events in Exhibit G for SP-1-2014 for Apparent Comprehensive Plan Map/Zone Map Error of Port Property Between Golf Course and Bud Draper Road

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1. Prior to the adoption of the City of Umatilla's Comprehensive Plan and Zoning maps, Umatilla County had the Port property zoned M-2 (Heavy Industrial) according to its 1972 plan and zoning map.
2. The Port of Umatilla conveyed the property (along with the area now known as Hash Park) to Jerry and Lucinda Smith on April 14, 1977 for the purchase price of \$43,580. The Smiths intended to develop the property for residential use. (McNary Subdivision No. 8) *See Document G-2.*
3. The City adopted its Comprehensive Plan, including a comprehensive plan map, on December 19, 1977 with Ordinance No. 410. *See Document G-3 for comprehensive plan map and G-5 (second paragraph); also referenced in Document G-31.*
4. A Joint Management Agreement (JMA) adopted on January 25, 1978 between the City and the County gave the City lead responsibility for plan and zone changes within the UGB, but left final decision making and administration of land use applications to Umatilla County. *See Document G-5.*
5. The Comprehensive Plan, including the comprehensive plan map, zoning map and zoning regulations, was acknowledged by LCDC in February 1978 to be in compliance with the Statewide Goals. *Referenced in Documents G-20 and G-31.*
6. The original comprehensive plan map shows the city limits running along the east side of the golf course. The urban growth area extended eastward from the golf course/city limits to Beach Access Road and included the property where Two Rivers Correctional Institution is now. *See Document G-3.*
7. The original comprehensive plan map shows a 600 – 700± ft wide strip within the urban growth area along the east side of the golf course and extending between Roxbury Road and US Hwy 730 as planned for single-family residential development. The residential plan designation also included property now known as Hash Park. The area beyond this residential plan designation to Beach Access Rd was planned by the City for light industrial development. The golf course was zoned CS (Community Services) by the City. *See Document G-3 – Hash Park is the triangular-shaped area at the northwest corner of U.S. Hwy 730 and Draper Road.*
8. A letter dated July 3, 1978 and map to then City Administrator Jack Palmer shows a preliminary subdivision design for the subject property and the area that is now Hash Park for residential development. *See Document G-6.*

9. Jerry and Lucinda Smith lost the subject (Port) property through foreclosure in 1982 to the First Federal Savings & Loan of Walla Walla, which acquired the property by Sheriff's Deed in 1983 after the 1-year period of redemption had passed. *See Document G-7.*
10. Bud Draper Road was constructed by Umatilla County in 1987 according to a newspaper article and other information contained in city files. The location of Bud Draper Road split the 600' – 700' residentially planned area approximately in half leaving about 270 feet of residentially planned area on either side of the road. *See Documents G-4 and G-8.*
11. The Port of Umatilla reacquired the subject property on July 16, 1987 from the First Federal Savings & Loan of Walla Walla through what appears to be direct purchase for \$10,900. *See Document G-9.*
12. The City of Umatilla entered its first Periodic Review of its comprehensive plan in 1987. At that time, both the City and the County were aware of plan map/zoning map conflicts between their respective maps of the area. *Reference is made in Documents G-24 and G-31 and elsewhere in Exhibit G.*
13. In January 1989, the Port of Umatilla represented by Sue Daggett, Interim Manager, applied to the City of Umatilla to change the plan and zoning designations of its property between the golf course and Bud Draper Road (referred to as Parcel 1) from residential to light industrial and the area east of Bud Draper Road to the urban growth boundary (referred to as Parcel 2) from light industrial to heavy industrial (application number Z-1-89). The County's maps continue to show these areas as County M-2 (Heavy Industrial) zoning. *See Document G-12 through G-16.*
14. The City hired a planning consultant from Tenneson Engineering Corp. located in The Dalles, Oregon, Mr. Dan Meader, to review the application and prepare a staff report to present to the Planning Commission in hearing the matter. Mr. Meader's report notes that map conflicts between the City and County were known to exist since the City's comp plan was acknowledged in 1978. *See Document G-17.*
15. On February 23, 1989, the Planning Commission held separate hearings for Parcel 1 and Parcel 2 to consider the Port's plan amendment and zone change requests; this was done to try to limit potential appeals for changing the zoning on Parcel 2 for a proposed onion dehydration plant. The minutes from this meeting reflect that the Port, at the recommendation of the planning staff, withdrew its request to rezone Parcel 1 from M-1 Light Industrial to "Transitional Office." The minutes further reflect that the Planning Commission recommended changing the 270 feet east of Bud Draper Road to the City's M-1 Light Industrial Zone, but "moved to hold over parcel 1 for future consideration." *See Document G-19.*
16. A letter to the City Council dated March 2, 1989 from Dan Meader, acting as planning staff for the City, recommended that other amendments that were being proposed to the zoning ordinance, if approved by the Council, could allow the onion dehydration plant and that no action on the Port's plan amendment and zone change requests was necessary to allow the

dehydration plant. Mr. Meader suggested that City should work Umatilla County to resolve the Plan Map/Zoning Map conflicts throughout the UGB, and indicate that a grant request had been made to accomplish this. Could not find City Council minutes from March 1989, so it was assumed that the Council did not take action on the Planning Commission's recommendation. A reference is made on a Notice of Withdrawal to DLCD that the Port withdrew its original application requests on June 5, 1989. *See Documents G-20 through G-22.*

17. On August 18, 1989, the Port of Umatilla made a second application (Z-1-90) to the City of Umatilla to change the plan and zone designations for Parcels 1 and 2 to light industrial; however, Parcel 1 now included the area that is now Hash Park with the Port acting on behalf of the owner, Umatilla County, for this portion of the property. *See Document G-23 (indicated at the top of the document).*
18. Based on the recommendation of the City's legal counsel, Gary Luisi, acting as planning staff for the City, the Planning Commission recommended leaving Parcel 1 (all that area west of Bud Draper Road) as residential, and changing Parcel 2 (the 270' wide strip along the east side of Draper Road) to light industrial. *See Documents G-24 and G-25.*
19. A letter dated October 30, 1989 to Umatilla County from Eve Foote, then City Administrator, informed the County of the preliminary findings and recommendation made by the City Planning Commission to leave Parcel 1 as residential and to change Parcel 2 to light industrial. *See Document G-26.*
20. On February 12, 1990, the Umatilla City Council passed Ordinance No. 565 which adopted the Planning Commission's recommendation and findings to leave Parcel 1 as residential and changed Parcel 2 to light industrial. *See Document G-32.*
21. On February 22, 1990, the Umatilla County Planning Commission held a hearing to consider the Umatilla City Council's decision regarding the Port's plan amendment and zone change requests. The Umatilla County Planning Commission recommended denial to the Umatilla Board of Commissioners, believing that the amendment requests were only made to correct an error in the location of Draper Road when it was constructed. *See Document G-33.*
22. On March 6, 1990, the Umatilla County Board of Commissioners considered the Umatilla County Planning Commission's recommendation and the decision of the Umatilla City Council. The Board of Commissioners dismissed the County Planning Commission's recommendation and elected to adopt the City Council's findings and conclusions as its own in County Ordinance No. 90-05 to change the plan and zone designation for Parcel 2 from residential to industrial and applied the City's M-1 Zoning. However, other than adopting the findings and conclusions in the City's Ordinance No. 565, County Ordinance No. 90-05 does not address Parcel 1. *See Documents G-35 and G-38.*
23. Also on March 6, 1990, the Land Use Board of Appeals (LUBA) notified the City's attorney, Gary Luisi, that the City Council's decision under Ordinance No. 565 had been appealed to LUBA and directed the City to prepare the record for the appeal. *See Document G-34.*

24. On September 25, 1990, LUBA remanded the City Council's decision back to the City to address the Buildable Lands Inventory portion of the comprehensive plan as to how the City could justify taking land out of residential use for industrial use when the plan indicated a need for over 300 additional single-family dwelling units. *See Document G-40.*
25. The City hired Dan Meader to address the issue remanded by LUBA. Mr. Meader developed new information and findings in a letter to the City dated March 7, 1991 and revised May 16, 1991 which showed that the City did not have an actual housing deficit. *See Document G-41.*
26. On June 6, 1991, the City of Umatilla Planning Commission reviewed the findings developed by Mr. Meader in response to the LUBA remand. The Planning Commission recommended adoption of these findings to the City Council. Noted in the minutes for the June 6, 1991 minutes is mention by Mr. Meader of a work plan for a \$3500 grant from LCDC for research and reconstruction of the Comprehensive Plan Map. *See Document G-42.*
27. On August 5, 1991, the City Council accepted and approved the recommendation of the Planning Commission for the buildable residential land inventory as prepared by planning consultant, Dan Meader. *See Document G-43.*
28. In a letter to the Umatilla County Planning Department dated August 7, 1991, then City Administrator, Bonnie Parker, notified the County of the City's action adopting the findings prepared by the planning consultant and advised the County of the need to consider co-adoption of the findings. In her letter, Ms. Parker states, "This action was supported by assurances from the Port (Sue Daggett) and Umatilla County (Glen Youngman) the property lying in the urban growth boundary west of Draper Road will be addressed as a buffer zone and consideration will be given to designating this area open space or a designation compatible to the adjacent residential area." *See Document G-43.*
29. In a letter dated October 4, 1991 then County Planning Director, Dennis Olson, informed the City Administrator of the County Planning Commission's and the County Board of Commissioners' actions approving the findings and conclusions prepared by the City's planning consultant addressing the LUBA remand. *See Document G-44.*
30. In a decision Order dated January 6, 1992, the Umatilla City Council ratified and affirmed its initial enactment of Ordinance No. 565, which left Parcel 1 as planned for residential use and changed the plan designation of Parcel 2 to industrial with the City's M-1 zoning. *See Document G-45. See also related Document G-46.*
31. In a letter dated February 12, 1992 from Bob Perry, Senior Planner for Umatilla County, to the City, Mr. Perry informed the City that the County had reviewed the amended findings and conclusions of Ordinance No. 565 and concurred with the amended findings and conclusions. This effectively ended all actions taken in regard to the Port's application under Z-1-90 and the LUBA appeal. *See Document G-47.*
32. In a Notice of Proposed Action to DLCD, it appears the City started to initiate review of an

ordinance scheduled for June 16, 1992 to adopt a new comprehensive plan map; however, it doesn't appear that the City followed through in notifying DLCD. *See Document G-48.*

33. A letter dated June 23, 1992 from Dan Meader to Bob Perry with the Umatilla County Planning Department discusses a revised/proposed comprehensive plan map prepared by Tenneson Engineering Corp that attempted to address concerns raised by Mr. Perry and requested his review of the changes. Mr. Meader stated the City would begin the hearing process to adopt the map immediately, and assumed the County would want to adopt the map for the area in the urban growth boundary. This map may be the product of the grant referred to under finding #26 above. *See Document G-49.*
34. The June 25, 1992 City Planning Commission minutes reflect that the Commission recommended approval of the map to the City Council with a few corrections. *See Document G-50.*
35. A letter to the East Oregonian dated July 7, 1992 indicates the City advertised for a public hearing to be held on July 21, 1992 by the Umatilla City Council to consider adoption of the comprehensive plan map as recommended by the Planning Commission. *See Document G-51.*
36. The City Council agenda for July 7, 1992 indicates some discussion of the Comprehensive Plan Map was intended. However, the minutes for this meeting indicate only that the City Planning Commission "had some questions that have yet to be answered by the County Planning Department." The record according to subsequent planning commission minutes and city council minutes regarding this particular plan and zoning map appears to end here. *See Document G-52.*
37. In May 1994, the City once again entered into Periodic Review for updating its comprehensive plan. The May 26, 1994 planning commission minutes reflect that the Planning Commission approved the Periodic Review work program prepared by planning consultant, Dan Meader. The Periodic Review Evaluation prepared by Mr. Meader identifies the problems with the Urban Area zoning designations and the compatibility with the City's Comprehensive Plan Map and that this issue was identified in the previous periodic review, but funding had not been available. The evaluation states that, "Umatilla County has never been able to review its zoning to be compatible with the City Comprehensive Plan Map in the Urban Area. What needs to be done is a zoning map which is in accord with the Comprehensive Plan Map prepared and taken through the hearing process." *See Document G-54.*
38. In March 1996, the City and the County entered into a new Joint Management Agreement (JMA) for the urban growth area (which is still in effect). This agreement differed from the previous JMA in that the County now has lead responsibility for reviewing and adopting amendments to the comp plan map and zoning map for the UGA. The County also retained lead responsibility for administration of land use regulations within the UGB. The City has lead responsibility for reviewing and adopting amendments to the comprehensive plan *text* as it applies to the UGA. Section 2.1.4 of the agreement also states that it is the intent of the City and County to jointly adopt a single set of land use regulations and plan and zone map

designations for properties within the City and UGA. *See Document G-59.*

39. In May 1997, the City processed an application to annex the property that is now Hash Park. The City's planning consultant at that time, Leslie Ann Hauer, identified the property as being zoned for industrial use in her staff report to the City Planning Commission. It appears Ms. Hauer used the County's zoning map as evidenced by the map included in her report. *See Document G-61.*
40. On May 22, 1997, the City Planning Commission recommended approval of the annexation of the Hash Park property to the City Council based on the planning consultant's staff report, but recommended the property be zoned R-2 (Medium Density Residential) rather than R-3 (High Density Residential). Sue Daggett with the Port of Umatilla testified at the hearing that the Port was not opposed to the annexation and zone change, but was concerned about using Draper Road for access to residences in the area, and how property owners might react to industrial development within the Port area. *See Document G-62.*
41. On July 15, 1997, the Umatilla City Council adopted Ordinance No. 660 annexing the Hash Park property, but zoned the property R-1 (Single-family residential) rather than the R-2 recommended by the Planning Commission. The findings in Ordinance No. 660 identify the comp plan map designation of the property as industrial and the zoning as the County's M-2 Heavy Industrial zone prior to the annexation. *See Document G-63.*
42. Sometime between February 26, 1998 and May 28, 1998, City Administrator Bonnie Parker left the City and Martin Davis became the new City Administrator. *See Document G-64.*
43. On May 27, 1999 and June 3, 1999, the City Planning Commission held a public hearing to consider a proposed single Comprehensive Plan and Zoning Map as noted in a May 20, 1999 memorandum from planning consultant Leslie Hauer to the planning commission. The map attached to Ms. Hauer's memo was prepared by KCM, Inc., and appears to be based on the draft map prepared by Tenneson Engineering in 1992 (see finding #33 above). This map shows the subject (Port) property adjacent to the golf course as being planned R-1 Single-family residential. This map appears to be, in part, the City's attempt to address that part of the Periodic Review work plan that identified the conflict areas between the City comp plan map and the County's zoning in the UGA (see finding #37). *See Documents G-65, G-66 and G-67.*
44. On June 15, 1999, the Umatilla City Council passed Ordinance No. 689 which adopted the combined Comprehensive Plan Map and Zoning Map prepared by KCM, Inc., as recommended by the Planning Commission. This map shows the subject (Port) property between the golf course and Draper Road as being planned R-1 Single-Family Residential. *See Document G-68.*
45. On September 23, 1999, the City Planning Commission recommended changes to the combined Comprehensive Plan and Zoning Map to add base zoning (such as R-1, R-2, etc.) to private properties that were zoned CS (Community Services) which the City considered an overlay zone at that time and which tended to only allow only uses that were of a public or

quasi-public nature. *See Documents G-69 and G-70.*

46. The Umatilla County Planning Commission reviewed the proposed Comprehensive Plan and Zoning Map in a hearing held on October 14, 1999 (according to the minutes of the County Board of Commissioners meeting on November 10, 1999 - see finding #48). Considering the dates of the hearings, it does not appear that the Map reviewed by the County Planning Commission could have reflected the changes to the Map made by the City Council as indicated under finding #47. *See Document G-72.*
47. On October 19, 1999, the City Council passed Ordinance No. 695 which amended the combined Comp Plan and Zoning Map to reflect the changes recommended by the City Planning Commission to add base zones to the properties previously zoned only CS. This map attached to Ordinance No. 695 as Exhibit A continues to show the subject (Port) property between the golf course and Draper Road as planned R-1 Single-family residential. *See Document G-71.*
48. On November 10, 1999, the Umatilla County Board of Commissioners reviewed the Comprehensive Plan and Zoning Map as recommended by the County Planning Commission. The minutes from this meeting reflect that six listed "conflict areas" were discussed along with three additional map changes, but do not indicate that the subject (Port) property between the golf course and Draper Road was an area of concern at that time. The County passed Ordinance No. 99-07 which co-adopted the City's combined Comprehensive Plan and Zoning Map, with a few minor changes which required the City to have to consider the new changes in order for both the City and County to be in full agreement on all of the amendments. One of those changes required by the County was to include a subtitle on the map stating, "Official City and Urban Growth Boundary Comprehensive Plan and City Zoning Map." It appears that the map adopted by the County Board of Commissioners is the map identified in findings #44 and #46 above, and not the map the City Council adopted as indicated in finding #47. *See Documents G-72, G-73 and G-74.*
49. On January 27, 2000, the City Planning Commission considered the changes adopted by the Umatilla County Board of Commissioners in County Ordinance No. 99-07 and recommended the City Council adopt the changes made by the County. *See Document G-75.*
50. On March 7, 2000, the Umatilla City Council passed Ordinance No. 699 which adopted the changes made to the Comp Plan and Zoning Map made by the County as recommended by the City Planning Commission. It appears at this point, that the City's Comp Plan and Zoning Map as adopted by the County in Ordinance No. 99-07 and the City in Ordinance Nos. 689 (as amended by Ordinance No. 699) is the official City comp plan and zoning map that applied to the area within both the city limits and the urban growth area. *See Document G-76.*
51. The record from March 7, 2000 up to July 2010, as evidenced by city planning commission and city council meeting minutes and actions, indicates that the City made several zoning map changes within the city limits (such as rezoning the Downtown area to reflect the Downtown Revitalization Plan), and annexed a number of properties from within the UGB, but did not make any plan or zone map changes that affected the subject (Port) property between the golf

course and Draper Road.

52. From paid invoice reports to the City Council during 2004 and early 2005, it appears the City, acting administratively, and not through the Planning Commission or City Council, hired a firm called SCM Consultants, Inc. to develop an updated Comprehensive Plan and Zoning Map reflecting the plan and zoning map changes and annexations that had been made up to that time. The result appears to have been a large-scale map (about 3' x 5' in size at 1" = 600') and reproducible copies reduced to fit on 11" x 17" size paper. This map was dated December 2004 and labeled as the "Official City and Urban Growth Boundary Comprehensive Plan and City Zoning Map." There is no record in the planning commission or city council agendas or minutes that this map was reviewed and adopted by the City in any official manner. However, this map shows the subject (Port) property between the golf course and Draper Road as being planned Industrial. *See Documents G-78 and G-79.*
53. An April 12, 2005 *Amended Notice* from Umatilla County regarding a periodic review subtask proposing to adopt County Ordinance No. 2005-06 amending the County's comprehensive plan map and zoning map contains an attached map showing (but not amending) the subject (Port) property between the golf course and Draper Road as planned Industrial land within the City of Umatilla's UGB. This map is titled 'Umatilla County Comprehensive Plan Map – McNary Area'. *See Document G-80.*
54. In October or early November 2006, the Port of Umatilla made application to Umatilla County to subdivide its property between the golf course and Draper Road under county application number S-051-06. The proposed name of the subdivision was 'Draper Subdivision.' *See Document G-81.*
55. The County Planning Commission conducted a hearing on the Port's proposed subdivision under application S-051-06 on November 28, 2006. The subdivision request was approved as indicated in a decision containing the final findings and conclusions for S-051-06 dated December 4, 2006. This decision identifies the property as being planned Industrial and zoned M-2 Heavy Industrial. *See Document G-81.*
56. The final plat for Draper Subdivision was approved on March 26, 2007 when the last of required signatures on the plat were obtained from the County. The signatures from the Port of Umatilla under the dedication of the plat were acknowledged and notarized by Sue Daggett, former Interim Director for the Port. *See Document G-81.*
57. In 2010, the Port of Umatilla made application (file no. A-1-2010) to the City of Umatilla to annex Lots 1 through 5 and 7, (but not Lot 6) into the Umatilla city limits. *See Document G-83.*
58. The City Council passed Ordinance No. 757 on July 6, 2010 which approved the Port's annexation request A-1-2010. This ordinance does not indicate the zoning of the property at the time of application, nor does it change or address the zoning upon annexation. *See Documents G-82 and G-83.*

59. In October 2012, a request was made by the City to have the County Planning Department update the 2004 zoning map with the zone changes and annexations that had occurred up to that time (based on a thorough review of all the ordinances passed by the city council since the comp plan and zoning map had been adopted by city Ordinance No. 689). The result was the current map we have in the planning office and in the city council chambers. City staff was not aware until recently that there might be a mapping error of the subject (Port) property between the golf course and Draper Road. *See Document G-84.*

- CODE OF ORDINANCES  
TITLE 10 - ZONING  
CHAPTER 3. - RESIDENTIAL DISTRICTS  
ARTICLE A. SINGLE-FAMILY RESIDENTIAL (R-1)

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**ARTICLE A. SINGLE-FAMILY RESIDENTIAL (R-1)**

**Sec. 10-3A-1. Purpose.**

The R-1 District is intended for low density, urban single-family residential uses. The R-1 District corresponds to the R-1 designation of the Comprehensive Plan.

(Ord. No. 688, 6-15-1999; Ord. No. 840, 9-3-2019)

**Sec. 10-3A-2. Uses permitted.**

The following uses and their accessory uses are permitted in the R-1 District:

- A. Single-family dwelling subject to the provision of Section 10-11-9 of this title;
- B. One manufactured home on an individual lot subject to the provisions of Section 10-11-8 of this title;
- C. Residential home;
- D. Family day care provider;
- E. Home occupation subject to the provision of Section 10-11-1 of this title; and
- F. Accessory uses, including an accessory dwelling subject to the provisions of Section 10-11-11 of this title.

(Ord. No. 830, 8-7-2018; Ord. No. 840, 9-3-2019)

**Sec. 10-3A-3. Conditional uses permitted.**

The following primary uses and their accessory uses may be permitted when authorized in accordance with the requirements of Chapter 12 of this title:

Community services uses as provided by Chapter 6 of this title.

(Ord. No. 688, 6-15-1999; Ord. No. 840, 9-3-2019)

**Sec. 10-3A-4. Development standards.**

DIMENSIONAL STANDARDS

|                        |   |
|------------------------|---|
| Minimum lot area       | 7,000 square feet                       |
| Minimum lot width      | 50 feet                                 |
| Minimum lot depth      | 90 feet                                 |
| Minimum yard setbacks: |   |
| Front and rear yard    | 10 feet                                 |
| Side yard              | 5 feet                                  |
| Side street yard       | 10 feet                                 |
| Garage                 | 18 feet from any street except an alley |

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|                         |         |
|-------------------------|---------|
| Maximum building height | 40 feet |
|-------------------------|---------|

(Ord. No. 688, 6-15-1999; Ord. No. 840, 9-3-2019)

## ARTICLE B. MEDIUM DENSITY RESIDENTIAL (R-2)

### Sec. 10-3B-1. Purpose.

The purpose of the R-2 District is to allow single-family dwellings on smaller lots, duplexes, townhouses and multi-family dwellings at moderate density. Site review is required for most uses. The R-2 District corresponds to the R-2 designation of the Comprehensive Plan.

(Ord. No. 688, 6-15-1999; Ord. No. 840, 9-3-2019)

### Sec. 10-3B-2. Uses permitted.

The following uses and their accessory uses are permitted in the R-2 District:

- A. Single-family dwelling subject to the provision of Section 10-11-9 of this title;
- B. Townhouse subject to the provision of Section 10-11-12 of this title;
- C. Duplex;
- D. Multi-family dwellings;
- E. One manufactured home on an individual lot subject to the provisions of Section 10-11-8 of this title;
- F. Residential home;
- G. Residential facilities;
- H. Family day care provider;
- I. Home occupations subject to the provision of Section 10-11-1; and
- J. Accessory uses, including an accessory dwelling subject to the provisions of Section 10-11-11 of this title.

(Ord. No. 830, 8-7-2018; Ord. No. 840, 9-3-2019)

### Sec. 10-3B-3. Conditional uses permitted.

The following uses and their accessory uses may be permitted subject to the provisions of Chapter 12 of this title:

- A. Boarding house.
- B. Community services uses as provided by Chapter 6 of this title.
- C. Manufactured home parks.
- D. Office or clinic for a doctor, dentist or other practitioner of the healing arts, attorney, architect, engineer, surveyor or accountant.

(Ord. No. 688, 6-15-1999; Ord. No. 840, 9-3-2019)

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Sec. 10-3B-4. Development standards.

- A. Density. One dwelling unit per 3,000 square feet.
- B. Landscaping. Except for lots intended for single-family dwellings, a minimum of 15 percent of lot area shall be devoted to landscaping, exclusive of landscaping required for parking areas. The minimum dimension of any landscaped area shall be five feet.
- C. Open space. At least 200 square feet of outdoor open area easily accessible from the interior of the dwelling shall be provided for each ground floor dwelling unit. Part of the required area may include a private screened patio.

DIMENSIONAL STANDARDS

|                         |   |
|-------------------------|---|
| Minimum lot area        | Single-family dwelling: 5,000 square feet<br>Townhouse: 3,000 square feet<br>Duplex: 6,000 square feet<br>Multi-family: 3,000 square feet per dwelling unit |
| Minimum lot width       | 45 feet and 25 feet for townhouse lots  |
| Minimum yard setbacks:  |   |
| Front and rear yard     | 10 feet   |
| Side yard               | 5 feet or 0 feet for townhouse lots where abutting a common wall  |
| Side street yard        | 10 feet   |
| Garage                  | 18 feet from any street except an alley   |
| Maximum building height | 40 feet   |

(Ord. No. 688, 6-15-1999; Ord. No. 840, 9-3-2019)

Sec. 10-3B-5. Limitations on use.

Uses other than single-family dwellings, accessory uses to single-family dwellings, duplexes and home occupations are subject to site plan review.

(Ord. No. 688, 6-15-1999; Ord. No. 840, 9-3-2019)

At Chase  
Allan & Trudy Chase  
PO Box 163  
Union, Oregon 97883

March 16, 2022

City of Umatilla  
PO Box 130  
Umatilla, OR 97882

RE: Golf Course Rezone Plan Amendment PA-1-22

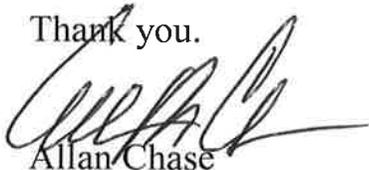
We would like to ... regarding the proposed plan to Rezone the area between the Big River golf Course and Bud Draper Drive. We own acreage and operate an industrial business on the east side of Bud Draper. We have been in business here for over 30 years.

This entire surrounding area has significant industrial business. These businesses have heavy traffic with heavy trucks moving in and out. The road is not a safe area for families to be.

We would also like to bring awareness to the city water well; when the generator kicks on it is very loud.

It would be far better to have the area zoned as Industrial and not residential. Rezoning and allowing it to be residential and industrial just sets the city up for ongoing complaints about the noise, the traffic, and smells when they share the same street. There should be a buffer zone between the Industrial and residential area.

Thank you.



Allan Chase

Hagerman, Inc.



82891 Bud Draper Dr., Umatilla, OR 97882

• Toll Free: 1-866-922-6455 • Office: 1-541-922-6455 • Fax: 1-541-922-9417 •

11000 Portland Rd., Salem, OR 97305

• Office: 1-503-289-0637 • Fax: 1-503-289-1150 •

City Of Umatilla  
PO Box 130  
700 Sixth St  
Umatilla, OR 97882  
(541) 922-3226

March 16, 2022

**RE: Golf Course Rezone Plan - rezoning the land West of Bud Draper Drive, Umatilla, OR**

To Whom It May Concern,

As an industrial business located on Bud Draper Drive, Hagerman, Inc. believes the land west of Bud Draper Drive and between Big River Golf Course should stay as is. We are strongly opposed to rezoning the land as "medium density residential" for the following reasons:

1. Residential access from/to Bud Draper Drive. The current and only traffic on Bud Draper Drive is heavy trucks, and the few passenger vehicles from those who work/operate the businesses located on this street. With residential housing comes children, pets, toys, and increase passenger vehicle traffic in the street. Rezoning this land residential would substantially increase the risk/hazards on Bud Draper Drive with such a presence heavy truck traffic.
2. Noise Level/24-hour traffic/Odor, etc. The blank land, as it is now, it offers as a buffer between industrial and residential areas. With your proposal of rezoning the land residential, industrial and residential would share one street. With industrial-type businesses being located so close to a residential neighborhood, you should expect the number of complaints new residents will pose if they are bothered by such noises, traffic, foul odors, etc. From being in this business and in this same location for 30+ years, we can assure you, this is not a quiet place to build a home.
3. No previous contact from the City of Umatilla about rezoning. To quote Bob Ward, Umatilla City Manager, from an article in the East Oregonian,

"We have no plan for any of those parcels, and when we come up with a plan at some point in the future, that plan will be developed collaboratively with the city, the Port of Umatilla, the adjacent property owners, both residential and industrial, and we will together, determine what the future of the properties might be."

Hagerman, Inc. has had no contact from any person with the City of Umatilla regarding the rezoning of this land. With all this being said, Hagerman, Inc., again, is opposed to rezoning the land between Big River Golf Course and the west side of Bud Draper Drive residential.

Sincerely,

A handwritten signature in black ink, appearing to read "Duane Smalley".

Duane Smalley  
General Manager  
Hagerman, Inc.  
(541) 922-6455

CITY OF UMATILLA, OREGON

# AGENDA BILL

|   |                                    |
|---|------------------------------------|
| <b>Agenda Title:</b><br>Planning Commission & Budget Committee<br>Resignation | <b>Meeting Date:</b><br>2022-04-05 |
|---|------------------------------------|

|   |                                     |  |                      |
|---|-------------------------------------|--|----------------------|
| <b>Department:</b><br>City Administration | <b>Director:</b><br>David Stockdale | <b>Contact Person:</b><br>Nanci Sandoval | <b>Phone Number:</b> |
|---|-------------------------------------|--|----------------------|

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

|   |                                    |
|---|------------------------------------|
| <b>Reviewed by Finance Department:</b><br>Yes | <b>Previously Presented:</b><br>NA |
|---|------------------------------------|

**Attachments to Agenda Packet Item:**

[MitchellResignationLetter.pdf](#)

|  |
|--|
| <b><u>Summary Statement:</u></b><br>Devon Mitchell has submitted his resignation to the Planning Commission and Budget Committee. Staff recommends acceptance and declaring a vacancy. |
|--|

|  |
|--|
| <b><u>Consistent with Council Goals:</u></b><br>Goal 4: Increase Public Involvement, Create a Culture of Transparency with the Public, and Enhance Cultural Diversity. |
|--|

Devon J. Mitchell  
215 Tyler Ave  
Umatilla, OR 97882  
541-314-1390  
[dmitchell027@protonmail.com](mailto:dmitchell027@protonmail.com)

Dear Mrs. Sandoval,

I am writing to inform you that I am needing to resign from my position as a member of the Planning Commission & the Budget Committee as my wife and I have purchased a house in Hermiston, OR and will be moving in a months' time.

It has been an honor and a privilege to be able to help mediate and decide the direction that the city will grow and I will miss it greatly. Umatilla has been home to us since we got married and moved there in 2014. I expect it will always be home to us and we look forward to watching it continue to grow and flourish. We still plan on frequenting the businesses and events as much as possible.

Please reach out to me at the phone number above with any questions.

Thank you for your time,

A handwritten signature in black ink, appearing to read "Devon Mitchell", with a long horizontal flourish extending to the right.

Devon James Mitchell

CITY OF UMATILLA, OREGON

# AGENDA BILL

|   |                                    |
|---|------------------------------------|
| <b>Agenda Title:</b><br>Resolution No. 26-2022 - General Fee Resolution | <b>Meeting Date:</b><br>2022-04-05 |
|---|------------------------------------|

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

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

|   |  |
|---|--|
| <b>Reviewed by Finance Department:</b><br>Yes | <b>Previously Presented:</b><br>03/15/2022 |
|---|--|

**Attachments to Agenda Packet Item:**

[RES 26-2022.docx](#)

[Res 26-2022 Fee Schedule.pdf](#)

[Utility Rate Increase Impact](#)

|   |
|---|
| <b>Summary Statement:</b><br>Motion to approve Resolution No. 26-2022 |
|---|

|   |
|---|
| <b>Consistent with Council Goals:</b><br>Goal 5 : Perform at the Highest Levels of Operational Excellence |
|---|

**RESOLUTION NO. 26-2022**

**GENERAL FEE RESOLUTION**

**WHEREAS**, Ordinance No. 518, entitled "An Ordinance Establishing a Procedure to Annually Review City fees, License, Permits and to adjust the Charges Therefore by Resolution of the City Council" was passed by the City Council and approved by the mayor on October 21, 1985; and

**WHEREAS**, a study of all licenses, permits, fees and charges for services has been completed and reviewed by the City Council; and

**WHEREAS**, the City Council desires to set licenses, permits, fees and charges for services at levels that are fair and equitable to both the beneficiary of the services and to the City; and

**WHEREAS**, fees for services should defray the actual costs for providing the services; and

**WHEREAS**, it is the policy of the City Council that charges and fees for license, permits and services shall be adopted by resolution; now therefore,

**IT IS HEREBY RESOLVED AS FOLLOWS:**

- (1) The attached fee schedule shall be adopted as the Fee Schedule for the City of Umatilla beginning July 1, 2022 and continuing indefinitely unless amended or repealed.
- (2) Resolution 44-2021 is hereby repealed.

**PASSED** by the Council and **SIGNED** by the Mayor this 5<sup>th</sup> day of April, 2022.

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MARY DEDRICK, MAYOR

ATTEST:

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NANCI SANDOVAL, CITY RECORDER

**Umatilla Fee Schedule**  
**Adopted by Resolution 26-2022**

| Section  | Details  | Cost                        |
|----------|--|-----------------------------|
| <b>1</b> | <b>Abandoned and Impounded Vehicle Fees (ORD. #584 &amp; 615)</b>  |                             |
| 1.1      | Storage  | \$ 30.00 per day            |
| 1.2      | Impound for Vehicles under city Code 6-2-10A   | \$ 50.00                    |
| 1.3      | Hearing  | \$ 20.00                    |
| 1.4      | Towing   | \$ 100.00                   |
| <b>2</b> | <b>Building</b>  |                             |
| 2.1      | For all building, mechanical, plumbing and electrical fees: refer to the City's Building Fee Schedule  | **                          |
| 2.2      | Moving Buildings Inspection (ORD. #485)  | \$ 40.00                    |
| 2.3      | Excavation of public places (Ord. #423, S. 5 & 7) Application fee of \$1.00 per square foot. In no event to be less than \$15.00 plus penalty for excavating new surfaced streets surety bond and insurance.   | **                          |
| 2.4      | Sign Permit  | \$ 25.00                    |
| 2.5      | Building department penalties will be assessed when work is initiated without necessary permits. The penalty shall not exceed the cost of the basic permit fee, excluding state surcharge.   | **                          |
| <b>3</b> | <b>Business</b>  |                             |
| 3.1      | Business License Fee (Due July 1st each year) (ORD. #486)  | \$ 40.00                    |
| 3.2      | Business License Late Fee (If paid after July 15th of each year)   | \$ 20.00                    |
| 3.3      | Solicitors-Canvassers Fee (ORD. #212)  | \$ 30.00                    |
|          | Plus investigation fee per each solicitor.   | \$ 5.00                     |
|          | <p>Note: Any and all persons claiming to have the right under State or Federal law to solicit or canvass in the City of Umatilla without payment of license fee, shall nevertheless, apply for and secure a solicitors or canvassers license and it shall be the duty and responsibility of such person to establish their right to receive such license without payment of fees to the satisfaction of the Chief of Police of City of Umatilla. Solicitors-canvassers licenses expire on June 30 of each year.</p>  |                             |
|          | <p>Exceptions:</p> <p>a No fee shall be required of one selling products of garden or orchard actually produced by seller. -</p> <p>b No fee shall be required of one soliciting any regularly and permanently established merchant of the City of Umatilla. -</p> <p>c No fee shall be required of one selling goods or merchandise or performing services on a purely non-profit basis for charitable, educational or religious benefit, provided such facts are established by the applicant to the satisfaction of the Community Development Director. -</p> |                             |
| <b>4</b> | <b>Cemetery</b>  |                             |
| 4.1      | Cemetery Plot:   |                             |
|          | a Adult  | \$ 150.00                   |
|          | b Infant   | \$ 40.00                    |
|          | c Cremation  | \$ 40.00                    |
| 4.2      | Opening and closing (except weekends & holidays)   | \$ 290.00                   |
|          | Opening and closing for weekends & holidays  | \$ 430.00                   |
|          | Opening and closing an existing plot (to add cremation)  | \$ 50.00                    |
| 4.3      | Miscellaneous Work:  |                             |
|          | a City Equipment   | FEMA Equipment Rental Rates |
|          | b Public Works crew (per hour per employee)  | \$ 30.00                    |
|          | c Clerical Fee for transfer of a deed, to buy back a plot or rewrite a lost deed (Proof of ownership required)   | \$ 20.00                    |
| <b>5</b> | <b>Copies of Public Records and Related Services</b>   |                             |
| 5.1      | An accounting fee will be charged when the department bills the requester. For any transaction regarding record there will be a minimum charge of ...  | \$ 2.50                     |
| 5.2      | Certification of copy. This is in addition to fee established in paragraph 6.1 and 6.6.  | \$ 3.75                     |
| 5.3      | Computer processing charges will be:   |                             |

|          |  |      |                           |
|----------|--|------|---------------------------|
|          | a Actual executive department charge for the job   |      |                           |
|          | b Programmer/Analyst and secretarial support time  |      |                           |
|          | c Video terminal look up cost including staff time   |      |                           |
|          | d Supplies at actual cost  |      | \$1.00 per screen         |
| 5.4      | Copies of existing mailing lists may be provided at a fee of ten dollars per 100 names, with no additional charge for staff time.  | \$   | 10.00 per 100             |
| 5.5      | Documents published by the City will be:   |      |                           |
|          | a Budget Document  | \$   | 10.00                     |
|          | b Comprehensive Plan   | \$   | 20.00                     |
|          | c Sign Code  | \$   | 5.00                      |
|          | d Subdivision Code   | \$   | 5.00                      |
|          | e Zoning Code  | \$   | 10.00                     |
|          | f Public Works Standards   | \$   | 50.00                     |
|          | g All other documents will have a fee established at the time of publication.  | **   |                           |
| 5.6      | Fees for copies of records (including staff time)  |      |                           |
|          | a Image for copies made on a standard office copy machine by the City administrative staff or police department staff  | \$   | 0.50 per page             |
|          | b Color photographs  | \$   | 1.00 per print            |
|          | c Large Format Copier Fees (up to 36")   |      |                           |
|          | i. Black and White   | \$   | 6.00 per page             |
|          | ii. Color  | \$   | 10.00 per page            |
|          | d Print-outs or copies of utility histories  | \$   | 5.00 each                 |
|          | e Full Case Report Copy (text only)  | \$   | 8.00 each                 |
|          | f Incident Only Copy   | \$   | 4.00 first page           |
|          |  | + \$ | 0.50 each additional page |
|          | g Audio/Video Recording  |      |                           |
|          | i. Disc  | \$   | 20.00                     |
|          | ii. USB Flash Drive  | \$   | 30.00                     |
|          | Note: Plus applicable staff research time fees from 5.7  |      |                           |
| 5.7      | Staff time required to locate, produce, summarize, and otherwise provide records for review and/or copying may be charged at the following rates in increments of 1/4 hours: (A fee may be charged even if a record is not located.) |      |                           |
|          | a Staff time (calculate by hourly rate, plus 2.5%) to be calculated in 15 minute increments  | **   |                           |
|          | b Police Research Fee  | \$   | 25.00 per hour            |
|          |  | \$   | 6.25 per quarter hour     |
| 5.8      | Fees for use of facsimile machine (including staff time.)  |      |                           |
|          | a First Page   | \$   | 4.00                      |
|          | b Additional copies up to 10 pages   | \$   | 2.00 per page             |
|          | c Over 10 pages  | \$   | 1.50 per page             |
|          | d Receive  | \$   | 1.00 per page             |
| 5.9      | Re-Billing Charge on Miscellaneous Statements  | \$   | 2.50                      |
| 5.10     | Fee for Public Notary Services   | \$   | 5.00 per document         |
| 5.11     | GIS Data Requests  |      |                           |
|          | a Parcel Data  |      |                           |
|          | i. Water/Sewer   | \$   | 150.00                    |
|          | ii. Zoning   | \$   | 150.00                    |
|          | b Smaller GIS Layers (City Limits, UGB, etc.)  | \$   | 75.00 per layer           |
| <b>6</b> | <b>Deposits and Set-Up Fee for Water/Sewer Account</b>   |      |                           |
| 6.1      | All customers will pay a non-refundable set-up fee   | \$   | 10.00                     |
| 6.2      | Refundable deposit for water and sewer services:   |      |                           |
|          | a Residential Customers (including tenants of rental property)   | \$   | 100.00                    |
|          | b Commercial and Industrial Customers (\$100 or an amount equal to two months average water and sewer bill, whichever is greater).   | **   |                           |

Note: Landlords must pay the \$100 deposit the first time the utilities are placed in their name. In the event a tenant moves in, the landlord's deposit will remain on the account until the rental property is sold. The tenant must also pay a deposit which is separate from the landlord's deposit. This will be refunded after three years or when the tenant moves out, whichever is earlier.

Note: All customers shall pay the deposit and set-up fee within three working days after starting service with the City, except for extenuating circumstances which will be reviewed by the City Manager or Finance Director.

**7 Dog Licensing, Control and Impounding**

Note: Only dogs six months old or having permanent teeth must be licensed.

Note: Verified Service Dogs are exempt.

|     |  |    |       |
|-----|--|----|-------|
| 7.1 | For each spayed female or neutered male  | \$ | 5.00  |
| 7.2 | For each unspayed female or unneutered male  | \$ | 12.00 |
| 7.3 | To redeem impounded dog  | \$ | 75.00 |
| 7.4 | Unclaimed impounded dog may be released to responsible person upon payment of fees and costs accrued |    |       |

**8 Fingerprint Cards**

|   |                   |    |       |          |
|---|-------------------|----|-------|----------|
| 8 | Fingerprint Cards | \$ | 20.00 | per card |
|---|-------------------|----|-------|----------|

**9 Lien Search of City Liens for NonOwners**

|   |   |    |       |         |
|---|---|----|-------|---------|
| 9 | Lien Search of City Liens for NonOwners | \$ | 10.00 | per lot |
|---|---|----|-------|---------|

**10 Liquor License Permit Recommendations**

|    |  |    |       |
|----|--|----|-------|
| 10 | Liquor License Permit Recommendations (Original Applications Only) | \$ | 10.00 |
|----|--|----|-------|

**11 Mailing or Shipping**

|    |  |    |  |
|----|--|----|--|
| 11 | Mailing or Shipping, actual cost will be charged | ** |  |
|----|--|----|--|

**12 NSF Check Charge**

|    |                  |    |       |
|----|------------------|----|-------|
| 12 | NSF Check Charge | \$ | 25.00 |
|----|------------------|----|-------|

**13 RV Use as Living Quarters Fee**

|      |                             |      |       |
|------|-----------------------------|------|-------|
| 13.1 | First 14 Days               | Free |       |
| 13.2 | Additional 14 day extension | \$   | 10.00 |
| 13.3 | Construction Site Use       | Free |       |

**14 Sewer**

|      |  |    |       |
|------|--|----|-------|
| 14.1 | Single family dwelling unit  | \$ | 52.25 |
|      | a Unoccupied Residence [Amended by Res #15-2011]   | \$ | 16.32 |
|      | b Hardship Rate  | \$ | 47.03 |
| 14.2 | Apartment/duplex unit without separate water meter                                       | \$ | 46.10 |
| 14.3 | Commercial and Hotel/Motel   |    |       |
|      | a Minimum charge (1st 7,000 gallons)   | \$ | 52.38 |
|      | b Successive units of 7,000 gallons each or 3,500 or more of such unit                   | \$ | 52.38 |
| 14.4 | Industrial: Minimum charge (1st 7,000 gallons)   | \$ | 58.65 |
|      | Industrial: Successive units of 7,000 gallons each or 3,500 gallons or more of such unit | \$ | 58.65 |

Note: Each industrial user fee is to be negotiated as a separate contract with the City to recover the costs of any sewer treatment expansion that may be required to accommodate the industrial user. These separately negotiated contracts also apply to industrial wastewater fees.

|      |   |  |                     |
|------|---|--|---------------------|
| 14.5 | Surcharge. For those users whose wastewater has a greater strength than normal domestic sewage, a surcharge in addition to the normal user charge, will be collected. The surcharge for operation and maintenance including |  |                     |
|      | Flow  |  | 50% of the O&M cost |
|      | Biochemical Oxygen Demand   |  | 30% of the O&M cost |
|      | Total Suspended Solids  |  | 20% of the O&M cost |

|      |   |    |  |
|------|---|----|--|
| 14.6 | Outside the corporate limits of the City of Umatilla, the sewer use charge shall be two times the rate for the same sewer use inside the City limits, except for industrial customers who will be charged as defined under Industrial Sewer Service Charge. | ** |  |
|------|---|----|--|

**15 Sewer Misc. Charges**

|      |   |  |  |
|------|---|--|--|
| 15.1 | Sewer hook-ons to City sewer (Ord. 534 & 560) |  |  |
|------|---|--|--|

|      |  |                             |
|------|--|-----------------------------|
|      | a Residential unit or its equivalent       | \$ 300.00                   |
|      | b Industrial units are subject to contract | **                          |
|      | c New Service Set-up Fee                   | \$ 10.00                    |
| 15.2 | Public Works Crew Labor Charge             | \$ 30.00 per hour           |
| 15.3 | City equipment                             | ODOT Equipment Rental Rates |
| 15.4 | Sewer System Development Charges (SDC's)   | **                          |

| Meter Size  | Reimbursement Fee | Improvement Fee | Total SDC |
|-------------|-------------------|-----------------|-----------|
| 5/8" - 3/4" | \$ 713            | \$ 1,145        | \$ 1,858  |
| 1"          | \$ 1,191          | \$ 1,279        | \$ 2,470  |
| 1 1/2"      | \$ 2,374          | \$ 1,341        | \$ 3,715  |
| 2"          | \$ 3,715          | \$ 1,238        | \$ 4,953  |
| 3"          | \$ 5,572          | \$ 1,858        | \$ 7,430  |
| 4"          | \$ 7,431          | \$ 2,477        | \$ 9,908  |
| 6"          | \$ 11,145         | \$ 3,715        | \$ 14,860 |
| 8"          | \$ 14,859         | \$ 4,954        | \$ 19,813 |

## 16 Solid Waste Disposal

|      |  |  |
|------|--|--|
| 16.1 | Residential and commercial manually emptied containers   |  |
|      | a Commercial   |  |
|      | 35 gallon cart served weekly   | \$ 12.18 per month                         |
|      | 90 gallon cart served weekly   | \$ 24.98 per month                         |
|      | b Residential  |  |
|      | 35 gallon cart served weekly   | \$ 12.18 per month                         |
|      | 90 gallon cart served weekly   | \$ 20.41 per month                         |
|      | Senior Citizens on Limited Income  | \$ 9.76 per month                          |
|      | c Commercial loose solid waste   |  |
|      | 1 1/2 yard container one time per week   | \$ 84.18 per month                         |
|      | Each additional weekly pickup  | \$ 75.32 per month                         |
|      | 2 yard container one time per week   | \$ 109.50 per month                        |
|      | Each additional weekly pick-up   | \$ 98.84 per month                         |
|      | d Commercial compacted solid waste 1 1/2 times loose container rate pick-up  | **   |
|      | e Cardboard recycling container  | \$ 11.60 per month                         |
| 16.2 | Manually Emptied Containers at curb or roadside  |  |
|      | a Extra charges per pick-up on route for solid waste not on regular basis  | \$ 2.90 per month                          |
|      | b Containers are priced at level full with lid closed and extra charges will be made for "over-the-top-bulk"                             | \$ 1.58 minimum                            |
|      | c Minimum special pick-up charges to be arranged between customer and collector  | **   |
|      | Note: 32 gallon maximum size not to exceed 60 pounds weight when filled and 18 pounds when empty.  |  |
|      | Note: Senior citizens requesting the reduced rate must make application to the City and meet the Oregon State poverty income guidelines. |  |
| 16.3 | Drop box rate delivery fee   | \$ 42.20 first box                         |
|      | a Drop boxes weighing up to 5 tons   | \$ 61.18 haul fee                          |
|      |  | + \$ 6.54 per cubic yard                   |
|      |  | or \$ 71.94 per ton (whichever is greater) |
|      | b Drop-boxes weighing 5 tons and greater   | \$ 222.79 haul fee                         |
|      |  | + \$ 39.66 per ton                         |
|      | c Demurrage charge per box after 7th day   | \$ 4.59 per day                            |
| 16.4 | Compacted drop-boxes weighing up to 5 tons   | \$ 80.65 per hour                          |
|      | a compactor on call (haul fee)   | **   |
|      |  | + \$ 6.54 per compacted cubic yard         |
|      |  | or \$ 71.94 per ton (whichever is greater) |
|      | b Compacted drop-boxes weighing 5 tons   | \$ 240.89 haul fee                         |
|      | Compactor on call  | + \$ 39.66 per ton                         |

- 16.5 Transfer station permit for yard trimmings: Residential refuse customers whose bills are current may, by securing a permit from City Hall, take yard trimmings to the transfer station, and deposit them in a place designated by the attendant free of charge. All other items so taken will be charged at the regular transfer station rate. \*\*

**17 Water Rates**

- 17.1 Each customer will pay a base rate and consumption rate based upon chart below.

a

| <b>Base Monthly Fee</b> |           |
|-------------------------|-----------|
| 3/4" & smaller          | \$ 21.71  |
| 1"                      | \$ 25.47  |
| 1 1/2"                  | \$ 71.82  |
| 2"                      | \$ 112.11 |
| 3"                      | \$ 219.57 |
| 4"                      | \$ 340.46 |
| 6"                      | \$ 676.27 |
| 3/4" Senior             | \$ 19.54  |
| 3/4" Hardship           | \$ 16.29  |

| <b>Port Industrial Park Base Monthly Fee</b> |             |
|--|-------------|
| 3/4" & smaller                               | \$ 55.34    |
| 1"   | \$ 86.38    |
| 1 1/2"                                       | \$ 163.97   |
| 2"   | \$ 257.09   |
| 3"   | \$ 505.40   |
| 4"   | \$ 784.74   |
| 6"   | \$ 1,560.70 |

| <b>Consumption Rate - Per 1,000 Gallons</b> |         |
|---|---------|
| Single Family                               | \$ 1.90 |
| Single Family Senior                        | \$ 1.71 |
| Single Family Hardship                      | \$ 1.43 |
| Multi Family                                | \$ 2.16 |
| Commercial                                  | \$ 1.82 |
| Industrial                                  | \$ 2.49 |
| Port Industrial Park                        | \$ 2.19 |
| Large Community Services                    | \$ 2.62 |

- b Senior Citizen Discount (3/4" meter only) – A 10% discount on base and additional usage water rates will be applied to senior citizens over the age of 65

\* See rates in table above

- c Outside city limits: double the water rates as charged in 17.1(a), unless exempted by the City Council.

**18 Water Misc Charges**

- 18.1 Miscellaneous charges
- a Delinquency charges \$ 20.00 minimum or 10% balance due
  - b Reconnect Fee for non-payment if water service is suspended 5 days after delinquency notice. \$ 20.00
  - c Extra charge for having water reconnected outside regular hours for public works department (7:00 a.m. to 5:00 p.m.) \$ 45.00
  - d Service Connections
    - 3/4" connection \$ 740.00
    - Over 3/4" connection \$ 200.00 + actual cost of installation
  - e New Accounts - (See #6 Deposits and Set-up Fee for Water/Sewer Acct.) \*\*
  - f Water meter accuracy test (If meter is found to be defective, the \$30 charge will be waived.) \$ 30.00 + cost of test & shipping

|      |   |                             |
|------|---|-----------------------------|
|      | g New Service Set-up Fee  | \$ 10.00                    |
|      | h Public Works Crew Labor Fee   | \$ 30.00 per hour           |
|      | i City equipment  | FEMA Equipment Rental Rates |
|      | j Portable Meter Rental (Available at City Hall during regular business hours only) |                             |
|      | i. Deposit, which is refundable if meter is returned in original working condition  | \$ 1,400.00                 |
|      | ii. Daily Rental (Plus 2x cost of water used)                                       | \$ 10.00                    |
|      | iii. Monthly Rental (Plus 2x cost of water used)                                    | \$ 60.00                    |
| 18.2 | Fire flow protection  |                             |
|      | a Monthly charge to provide service   | \$ 11.00                    |
|      | b Application Charge  | \$ 5.00                     |
|      | c Deposit on Account. Exempt: Established accounts with good payment history        | \$ 50.00                    |
|      | d Inspection Service  | Actual Cost                 |
| 18.3 | Water system Development Charges (SDC's)  | **                          |

| Meter Size  | Reimbursement Fee | Improvement Fee | Total SDC |
|-------------|-------------------|-----------------|-----------|
| 5/8" - 3/4" | \$ 242            | \$ 1,302        | \$ 1,544  |
| 1"          | \$ 404            | \$ 1,650        | \$ 2,054  |
| 1 1/2"      | \$ 806            | \$ 2,281        | \$ 3,087  |
| 2"          | \$ 1,290          | \$ 2,826        | \$ 4,116  |
| 3"          | \$ 2,582          | \$ 3,592        | \$ 6,174  |
| 4"          | \$ 4,034          | \$ 4,198        | \$ 8,232  |
| 6"          | \$ 8,066          | \$ 4,282        | \$ 12,348 |
| 8"          | \$ 12,100         | \$ 4,364        | \$ 16,464 |

## 19 Social Gambling License Fee

|      |   |                    |
|------|---|--------------------|
| 19.1 | License fee   | \$ 300.00 annually |
|      | a All licenses shall obey the regulations of Ordinance 551 of the City of Umatilla.   |                    |
|      | b All premises where social gambling is conducted shall have "house" rules.   |                    |
|      | c All "house rules" and the license must be posted in a conspicuous place where the social gambling is conducted and must be plainly visible. |                    |
|      | d All "house rules" must be approved by the City before a license will be issued.   |                    |

## 20 Land Use Applications

|      |  |             |
|------|--|-------------|
| 20.1 | Non-Refundable filing fee for land use applications plus actual costs for planner attorney and/or engineer, over costs covered by basic fee. |             |
|      | a Administrative Review  | \$ 100.00   |
|      | b Variance   | \$ 500.00   |
|      | c Partitions   | \$ 300.00   |
|      | d Planned Unit Development or Subdivision  | \$ 800.00   |
|      | e Lot Line Adjustment  | \$ 150.00   |
|      | f Conditional Use  | \$ 500.00   |
|      | g Site Plan Review   | \$ 250.00   |
|      | h Zone Text Amendment  | \$ 800.00   |
|      | i Comprehensive Plan Amendment   |             |
|      | (1) Plan Amendment Map – No Exception  | \$ 800.00   |
|      | (2) Plan Amendment Map – Includes Exception  | \$ 1,000.00 |
|      | (3) Plan Amendment Text  | \$ 800.00   |
|      | j Vacation   | \$ 500.00   |
|      | k Annexation   | \$ 500.00   |
|      | l Amendment to Urban Growth Boundary   | \$ 500.00   |
|      | m Replat   | \$ 500.00   |
|      | n Address Assignment   | \$ 25.00    |
|      | o Pre-application Conference (applied to application)  | \$ 50.00    |
|      | p Miscellaneous planner time/research per hour   | \$ 75.00    |
|      | q Land Use Compatibility Statement   | \$ 25.00    |

|                                     |    |                                   |
|-------------------------------------|----|-----------------------------------|
| r Grading & Excavation Permit       | \$ | 100.00                            |
| s Zoning Review for Building Permit | \$ | 25.00                             |
| t Zoning Permit                     | \$ | 100.00                            |
| u Custom GIS Mapping                | \$ | 75.00 per hour prorated quarterly |
|                                     | \$ | 15.00 minimum                     |
| v Residential Development Reviews   |    | \$110.00 per lot                  |

Note: Review includes: submittal of final plat/construction drawings, one iteration of engineer comments, developer incorporation of comments and resubmittal, engineer verification and approval issuance. Any more than one iteration of comments will be billed on a time and materials basis.

|   |    |                                  |
|---|----|----------------------------------|
| w Traffic Impact Analysis (TIA) Reviews                                   |    |                                  |
| (1) Small TIA Review (One land use and less than 3 intersections)         | \$ | 1,500.00                         |
| (2) Large TIA Review (More than one land use and 3 intersections or more) | \$ | 3,000.00                         |
| x Residential Development Water Modeling and Technical Memorandum         | \$ | 2,500.00 for initial phase       |
|   | \$ | 500.00 for each subsequent phase |

20.2 Enterprise Zone Application Fees - Based on the value of the investment

Note: All fees are due within 90 days from when the application is submitted. These fees are reimbursable should a project not move forward. When the Enterprise Zone application is submitted post construction any increased difference in value stated on it versus the original application will be billed and is considered due upon receipt.

| Value of Investment            | Application Fee       |
|--------------------------------|-----------------------|
| \$ 0 - \$ 5,000,000            | \$ 250.00             |
| \$ 5,000,001 - \$ 10,000,000   | \$ 500.00             |
| \$ 10,000,001 - \$ 15,000,000  | \$ 750.00             |
| \$ 15,000,001 - \$ 20,000,000  | \$ 1,000.00           |
| \$ 20,000,001 - \$ 30,000,000  | \$ 1,500.00           |
| \$ 30,000,001 - \$ 40,000,000  | \$ 2,000.00           |
| \$ 40,000,001 - \$ 50,000,000  | \$ 2,500.00           |
| \$ 50,000,001 - \$ 60,000,000  | \$ 3,000.00           |
| \$ 60,000,001 - \$ 70,000,000  | \$ 3,500.00           |
| \$ 70,000,001 - \$ 80,000,000  | \$ 4,000.00           |
| \$ 80,000,001 - \$ 90,000,000  | \$ 4,500.00           |
| \$ 90,000,001 - \$ 100,000,000 | \$ 5,000.00           |
| Over \$100,000,000             | Determined by Formula |

Formula: When projects are presented with a value of investment over \$100,000,000 the fee will be determined by an additive calculation. An example being for a project with an application value of \$380,585,000. The fee would be \$19,250 calculated as follows:

$$100,000,000 \times 3 = 5000 \times 3 \text{ or } 15,000$$

$$80,000,000 = 4,000$$

$$585,000 = 250$$

$$380,585,000 = 19,250$$

Note: Applications with assets assed in multiple years will be responsible for additional application fees for the additional investment in those subsequent years.

20.3 Appeals to City Council

|   |    |        |
|---|----|--------|
| a Filing fee plus actual costs for materials, consultants, publications and other related costs   |    |        |
| (1) Appeal of Planning Commission or City Council Decision  | \$ | 400.00 |
| (2) Appeal of Administration Decision   | \$ | 250.00 |
| b Preparation of transcripts; actual cost not to exceed (If appellant prevails at a hearing or an appeal, the transcript fee shall be refunded) | \$ | 250.00 |

|           |   |    |                                |                                       |
|-----------|---|----|--------------------------------|---------------------------------------|
| 20.4      | Review of Plans on commercial properties  | \$ | 100.00                         |                                       |
| <b>21</b> | <b>Security Alarms</b>  |    |                                |                                       |
| 21.1      | Alarm Permit Fee  |    |                                |                                       |
|           | a Homeowners (one-time fee)   | \$ | 5.00                           |                                       |
|           | b Business charge included with business license  | ** |                                |                                       |
| 21.2      | Excessive False Alarms: To be compounded by the number of responses   |    |                                |                                       |
|           | a Fourth False Alarm Response   | \$ | 50.00                          |                                       |
|           | b Fifth False Alarm Response  | \$ | 100.00                         |                                       |
|           | c Sixth False Alarm Response  | \$ | 150.00                         |                                       |
|           | d Seventh False Alarm Response  | \$ | 200.00                         |                                       |
|           | e Eighth False Alarm Response   | \$ | 250.00                         |                                       |
|           | f Ninth False Alarm Response  | \$ | 300.00                         |                                       |
|           | g Ten or more responses - Ref. Ordinance #593   | ** |                                |                                       |
| <b>22</b> | <b>Marriage Ceremony and Witness Fees</b>   |    |                                |                                       |
| 22.1      | Marriage Ceremonies   | \$ | 50.00                          |                                       |
| 22.2      | Witness Fee - one fee per requested witness   | \$ | 10.00                          |                                       |
| 22.3      | Marriage license processing fee   | \$ | 20.00                          |                                       |
| 22.4      | Mileage for ceremonies performed over 20 miles from City Hall   |    | IRS Mileage Rate               |                                       |
| <b>23</b> | <b>Library</b>  |    |                                |                                       |
| 23.1      | Past due book charges (up to the price of book)   | \$ | 0.20                           | per day per item up to price of book  |
| 23.2      | Past due movie return charge (up to price of movie)   | \$ | 0.50                           | per day per item up to price of movie |
| 23.3      | Printing (black and white) - school and work documents  | \$ | 0.05                           | per page                              |
| 23.4      | Printing (black and white) - all other documents  | \$ | 0.10                           | per page                              |
| 23.5      | Copies (black and white)  | \$ | 0.25                           | per page                              |
| 23.6      | Fees for use of facsimile machine (including staff time.)   |    |                                |                                       |
|           | First Page  | \$ | 2.00                           |                                       |
|           | Additional copies up to 10 pages  | \$ | 1.00                           | per page                              |
| <b>24</b> | <b>Nuisance Abatement</b>   |    |                                |                                       |
| 24.1      | City Equipment  |    | FEMA Equipment Rental Rates    |                                       |
| 24.2      | Public Works Crew Labor charge  | \$ | 40.00                          | per hour                              |
| 24.3      | Any other expenses incurred   |    | Actual Cost                    |                                       |
| 24.4      | Administrative Costs  |    | 10% of total expenses occurred |                                       |
|           |   | \$ | 100.00                         | minimum                               |
| <b>25</b> | <b>Building Use Charge</b>  |    |                                |                                       |
| 25.1      | Community Room  |    |                                |                                       |
|           | a Locally Supported Groups (City of Umatilla, Justice Court& Political Government Groups, Schools, Districts Scouts,VFW, Lions, Chamber of Commerce, PTO/PTA, Friends of the Library,)  |    | No Charge                      |                                       |
|           | b Non-Locally Supported Groups (ODOT, Sheriff's Dept., Red Cross. Etc.)   |    | No Charge                      |                                       |
|           | c Businesses (Realtors, and all Commercial & Industrial Businesses. Etc.)   | \$ | 25.00                          | per hour                              |
|           |   | \$ | 250.00                         | per day                               |
|           | d Special Occasions (weddings, birthdays, receptions, anniversaries, memorial services, reunions, graduation parties, & for-profit fundraisers - 2 hour minimum)  | \$ | 25.00                          | per hour                              |
|           |   | \$ | 250.00                         | per day                               |
|           | Payments are to be made at the time of scheduling. 50% is non-refundable for cancellations.   |    |                                |                                       |
| 25.2      | Cleaning Deposit  | \$ | 50.00                          |                                       |
|           | Note: All users of the community room shall pay a deposit and provide clean up. The deposit will be returned after areas have been inspected and reviewed. Any group or individual using the building will be responsible for leaving it in good order. Failure to do so will forfeit the deposit. Deposits will only be refunded during regular business hours of City Hall. |    |                                |                                       |
| 25.3      | After hours fee to unlock/lock building   | \$ | 25.00                          |                                       |
| <b>26</b> | <b>Facility Use Charges</b>   |    |                                |                                       |
| 26.1      | City Facility Use Permit Fee  | \$ | 25.00                          | per day                               |
| 26.2      | Special Use Permit (General)  | \$ | 150.00                         |                                       |
|           | a. Inflatables or dunk tanks  | \$ | 125.00                         |                                       |

|   |                |        |                    |
|---|----------------|--------|--------------------|
| b. Sale of alcoholic beverages                        | \$             | 125.00 |                    |
| c. Tents or RVs for overnight use                     | \$             | 125.00 |                    |
| d. Charging admission for event                       | \$             | 100.00 |                    |
| e. Early access to facility prior to 10am             | \$             | 100.00 |                    |
| f. Sale of goods/services                             | \$             | 100.00 |                    |
| g. Vehicles on lawn parking (ex. Catering)            | \$             | 125.00 |                    |
| h. Stage  | \$             | 75.00  |                    |
| i. Use of amplified equipment                         | \$             | 75.00  |                    |
| j. Overnight use of park                              | \$             | 50.00  |                    |
| k. Use of home stereo equipment                       | \$             | 50.00  |                    |
| l. Open flame fire pit                                | \$             | 50.00  |                    |
| m. Vehicles on lawn (loading/unloading)               | \$             | 50.00  |                    |
| n. Providing portable services                        | \$             | 25.00  |                    |
| o. Solicitation, marketing or advertising at location | \$             | 25.00  |                    |
| p. Volleyball/badminton poles                         | \$             | 25.00  |                    |
| 26.3 Parks Cleaning Deposit                           | \$25 - \$5,000 |        | depending on event |

## 27 Marina & RV Park

| 27.1   | Moorage Rates (Pay for 11 months in full, get the 12th month free)   | **          |   |             |              |             |                    |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
|--------|--|-------------|---|-------------|--------------|-------------|--------------------|-------------|----------|---------|---|---------|---------|----------|----------|------------|--------------------|---|------------------------|----|----|----------|----------|------------|--------------------|---|--|----|----|----------|----------|------------|--------------------|---|--|----|----|----------|----------|------------|--------------------|---|--|-----|----|---------|---------|----------|--------------------|--------|----------|-----|-------|----------|----------|------------|--------------------|--------|---------|-----|-----|----------|----------|------------|--------------------|--|--|
|        | <table border="1"><thead><tr><th>Dock</th><th>Slips</th><th>Height</th><th>Max Length</th><th>Deposit</th><th>Monthly Rate</th><th>Yearly Rate</th><th>Comments</th></tr></thead><tbody><tr><td>B</td><td></td><td>14</td><td>30</td><td>\$110.00</td><td>\$110.00</td><td>\$1,210.00</td><td>Plus Metered Power</td></tr><tr><td>B</td><td>15, 16, 21, 22, 27, 28</td><td>14</td><td>30</td><td>\$100.00</td><td>\$100.00</td><td>\$1,100.00</td><td>Plus Metered Power</td></tr><tr><td>B</td><td></td><td>20</td><td>45</td><td>\$160.00</td><td>\$160.00</td><td>\$1,760.00</td><td>Plus Metered Power</td></tr><tr><td>B</td><td></td><td>20</td><td>50</td><td>\$180.00</td><td>\$180.00</td><td>\$1,980.00</td><td>Plus Metered Power</td></tr><tr><td>E</td><td></td><td>8.5</td><td>27</td><td>\$75.00</td><td>\$75.00</td><td>\$825.00</td><td>Plus Metered Power</td></tr><tr><td>H East</td><td>Even #'s</td><td>N/A</td><td>to 40</td><td>\$100.00</td><td>\$100.00</td><td>\$1,100.00</td><td>Plus Metered Power</td></tr><tr><td>H West</td><td>Odd #'s</td><td>N/A</td><td>40+</td><td>\$120.00</td><td>\$120.00</td><td>\$1,320.00</td><td>Plus Metered Power</td></tr></tbody></table> | Dock        | Slips   | Height      | Max Length   | Deposit     | Monthly Rate       | Yearly Rate | Comments | B       |   | 14      | 30      | \$110.00 | \$110.00 | \$1,210.00 | Plus Metered Power | B | 15, 16, 21, 22, 27, 28 | 14 | 30 | \$100.00 | \$100.00 | \$1,100.00 | Plus Metered Power | B |  | 20 | 45 | \$160.00 | \$160.00 | \$1,760.00 | Plus Metered Power | B |  | 20 | 50 | \$180.00 | \$180.00 | \$1,980.00 | Plus Metered Power | E |  | 8.5 | 27 | \$75.00 | \$75.00 | \$825.00 | Plus Metered Power | H East | Even #'s | N/A | to 40 | \$100.00 | \$100.00 | \$1,100.00 | Plus Metered Power | H West | Odd #'s | N/A | 40+ | \$120.00 | \$120.00 | \$1,320.00 | Plus Metered Power |  |  |
| Dock   | Slips  | Height      | Max Length  | Deposit     | Monthly Rate | Yearly Rate | Comments           |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
| B      |  | 14          | 30  | \$110.00    | \$110.00     | \$1,210.00  | Plus Metered Power |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
| B      | 15, 16, 21, 22, 27, 28   | 14          | 30  | \$100.00    | \$100.00     | \$1,100.00  | Plus Metered Power |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
| B      |  | 20          | 45  | \$160.00    | \$160.00     | \$1,760.00  | Plus Metered Power |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
| B      |  | 20          | 50  | \$180.00    | \$180.00     | \$1,980.00  | Plus Metered Power |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
| E      |  | 8.5         | 27  | \$75.00     | \$75.00      | \$825.00    | Plus Metered Power |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
| H East | Even #'s   | N/A         | to 40   | \$100.00    | \$100.00     | \$1,100.00  | Plus Metered Power |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
| H West | Odd #'s  | N/A         | 40+   | \$120.00    | \$120.00     | \$1,320.00  | Plus Metered Power |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
| 27.2   | Transient Moorage Rates  | **          |   |             |              |             |                    |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
|        | <table border="1"><thead><tr><th>Dock</th><th>Daily Rate</th><th>Weekly Rate</th></tr></thead><tbody><tr><td>B</td><td>N/A</td><td>N/A</td></tr><tr><td>E</td><td>\$10.00</td><td>\$20.00</td></tr><tr><td>H</td><td>\$20.00</td><td>\$40.00</td></tr></tbody></table>   | Dock        | Daily Rate  | Weekly Rate | B            | N/A         | N/A                | E           | \$10.00  | \$20.00 | H | \$20.00 | \$40.00 |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
| Dock   | Daily Rate   | Weekly Rate |   |             |              |             |                    |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
| B      | N/A  | N/A         |   |             |              |             |                    |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
| E      | \$10.00  | \$20.00     |   |             |              |             |                    |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
| H      | \$20.00  | \$40.00     |   |             |              |             |                    |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
| 27.3   | Cruise Ship Rates  |             |   |             |              |             |                    |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
| a      | Moorage  | \$          | 100.00 per day  |             |              |             |                    |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
| b      | Garbage  | \$          | 3.00 per bag  |             |              |             |                    |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
| 27.4   | Dry Storage Rates (Amended by Res #01-2017)  |             |   |             |              |             |                    |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
| a      | Moorage Customers  | \$          | 30.00 per month   |             |              |             |                    |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
|        |  | \$          | 330.00 per year   |             |              |             |                    |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
| b      | Other Customers  | \$          | 50.00 per month   |             |              |             |                    |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
|        |  | \$          | 550.00 per year   |             |              |             |                    |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
| 27.5   | RV Park Rates (Amended by Res #01-2017)  |             |   |             |              |             |                    |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
| a      | Tents (including tax)  | \$          | 20.00 per night   |             |              |             |                    |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
| b      | Full Utility Spaces (including tax)  | \$          | 40.00 per night   |             |              |             |                    |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
| c      | Extra Tents  | \$          | 5.00 per night  |             |              |             |                    |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
| d      | Extra Vehicles   | \$          | 5.00 per night  |             |              |             |                    |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
| e      | RV Dump  | \$          | 5.00 each   |             |              |             |                    |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
| f      | Weekly Winter Rate   | \$          | 125.00 per week   |             |              |             |                    |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
| g      | Ice  | \$          | 3.00 per bag  |             |              |             |                    |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |
| 27.6   | RV Park Retail Items   |             | Prices vary depending on current unit price and availability. |             |              |             |                    |             |          |         |   |         |         |          |          |            |                    |   |                        |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |    |    |          |          |            |                    |   |  |     |    |         |         |          |                    |        |          |     |       |          |          |            |                    |        |         |     |     |          |          |            |                    |  |  |

## 28 Golf Course

| 28.1      | Daily Greens Fees |   |  |         |          |           |          |          |           |          |          |          |          |          |  |
|-----------|-------------------|---|--|---------|----------|-----------|----------|----------|-----------|----------|----------|----------|----------|----------|--|
|           |                   | <table border="1"><thead><tr><th></th><th>9 Holes</th><th>18 Holes</th></tr></thead><tbody><tr><td>a Weekday</td><td>\$ 16.00</td><td>\$ 29.00</td></tr><tr><td>b Weekend</td><td>\$ 18.00</td><td>\$ 32.00</td></tr><tr><td>c Junior</td><td>\$ 10.00</td><td>\$ 17.00</td></tr></tbody></table> |  | 9 Holes | 18 Holes | a Weekday | \$ 16.00 | \$ 29.00 | b Weekend | \$ 18.00 | \$ 32.00 | c Junior | \$ 10.00 | \$ 17.00 |  |
|           | 9 Holes           | 18 Holes  |  |         |          |           |          |          |           |          |          |          |          |          |  |
| a Weekday | \$ 16.00          | \$ 29.00  |  |         |          |           |          |          |           |          |          |          |          |          |  |
| b Weekend | \$ 18.00          | \$ 32.00  |  |         |          |           |          |          |           |          |          |          |          |          |  |
| c Junior  | \$ 10.00          | \$ 17.00  |  |         |          |           |          |          |           |          |          |          |          |          |  |

|      |  |    |   |
|------|--|----|---|
| 28.2 | Annual Membership                        |    |   |
|      | a Single                                 | \$ | 995.00  |
|      | b Couple                                 | \$ | 1,350.00  |
|      | c Senior Single                          | \$ | 895.00  |
|      | d Senior Couple                          | \$ | 1,195.00  |
|      | e Children 6-12 years (5 and under free) | \$ | 95.00   |
|      | f Junior 13-17 years                     | \$ | 250.00  |
|      | g Student 18-21 years and a student      | \$ | 350.00  |
|      | h Family                                 |    | Applicable adult rate + \$150 for first junior member and \$100 each additional junior member. Child rate is applicable if lower. |
|      | i Corporate Memberships 18 Hole Rounds   |    |   |
|      | (1) 50 rounds                            | \$ | 1,865.00  |
|      | (2) 100 rounds                           | \$ | 990.00  |

Note: Early Payment Discounts Available on Annual Memberships

|      |                        |  |              |               |
|------|------------------------|--|--------------|---------------|
| 28.3 | Cart Usage             |  | 9 Holes      | 18 Holes      |
|      | a Daily Cart Usage Fee |  | \$6.50/rider | \$12.50/rider |

|      |                         |    |        |
|------|-------------------------|----|--------|
| 28.4 | Annual Card Shed Rental |    |        |
|      | a Electric              | \$ | 560.00 |
|      | b Gas                   | \$ | 530.00 |
|      | c Senior Electric       | \$ | 530.00 |
|      | d Senior Gas            | \$ | 500.00 |
|      | e Cart Trail Fee        | \$ | 350.00 |

Note: Early Payment Discounts Available. All sheds must be renewed on or before December 31st. Carts not renewed by this date will be released.

Note: Annual cart shed rental includes yearly trail fee for that cart. If another member is using the cart, they can do so for a yearly add on trail fee of \$75 or a daily trail fee for each day of use.

|      |                       |  |   |
|------|-----------------------|--|---|
| 28.5 | Pro Shop Retail Items |  | Prices vary depending on current unit price and availability. |
|------|-----------------------|--|---|

|           |  |    |             |
|-----------|--|----|-------------|
| <b>29</b> | <b>Miscellaneous Public Works Fees</b>                                       |    |             |
| 29.1      | Right-of-Way Permit Fee  | \$ | 50.00       |
| 29.2      | Civil Public Works Construction Review                                       | \$ | 150.00      |
| 29.3      | Grading and Excavation Permit  | \$ | 100.00      |
| 29.4      | Street Closure Permit  |    | \$0 - \$100 |
| 29.5      | Public Works Reinspection Fee (after 2 or more failed/not ready inspections) | \$ | 50.00       |



# Utility Rate Increase - Impact to Average Residential Customer

| Service                     | Current Rates   | Increase (Decrease) | New Rate        |
|-----------------------------|-----------------|---------------------|-----------------|
| Water ¾" Base Rate          | \$20.29         | \$1.42              | \$21.71         |
| Water Usage Charge          | \$13.35         | \$0.90              | \$14.25         |
| Sewer – Single Family       | \$48.83         | \$3.42              | \$52.25         |
| Garbage – 90 Gal            | \$19.35         | \$1.06              | \$20.41         |
| <b>Average Monthly Bill</b> | <b>\$101.82</b> | <b>\$6.80</b>       | <b>\$108.62</b> |

**Assumptions:**

- Based on average monthly consumption of 7,500 gallons.

**Average monthly increase:**

- 6.7%

CITY OF UMATILLA, OREGON

# AGENDA BILL

|   |                                    |
|---|------------------------------------|
| <b>Agenda Title:</b><br>Resolution No. 27-2022 - A resolution adopting a compensation plan for fiscal year 2022-23 and repealing pay plan and position levels of Resolution No. 24-2022 | <b>Meeting Date:</b><br>2022-04-05 |
|---|------------------------------------|

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

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

|   |   |
|---|---|
| <b>Reviewed by Finance Department:</b><br>Yes | <b>Previously Presented:</b><br>3/15/2022 |
|---|---|

**Attachments to Agenda Packet Item:**

[RES 27-2022 Wage Scale Non Union.doc](#)

[RES 27-2022 Schedule A-C.pdf](#)

|   |
|---|
| <b>Summary Statement:</b><br>Motion to approve Resolution No. 27-2022 |
|---|

|   |
|---|
| <b>Consistent with Council Goals:</b><br>Goal 5 : Perform at the Highest Levels of Operational Excellence |
|---|

**RESOLUTION NO. 27-2022**

**A RESOLUTION ADOPTING A COMPENSATION PLAN FOR FISCAL YEAR 2022-23 AND  
REPEALING PAY PLAN AND POSITION LEVELS OF RESOLUTION NO. 24-2022**

**WHEREAS**, the City Council reviews the employees' compensation on an annual basis in conjunction with the annual budget process; and

**WHEREAS**, the City Council has directed City Administration staff to establish a highly competitive employee compensation package, including salary and other benefits, to encourage recruitment and retention of highly qualified and exceptional staff, and to ensure minimal disruptions in City operations and produce cost savings through low turnover rates; and

**WHEREAS**, City Administration is recommending a 3.5% cost-of-living adjustment (COLA) for all non-union represented employees; and

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Umatilla, Oregon, that the pay plan adopted by Resolution 24-2022 and accompanying "position levels" of Resolution 24-2022 be repealed and superseded as follows:

Section 1: Schedule A attached sets forth the basic salary grade levels and increment steps for City of Umatilla employees, **EXCEPT** Police and Public Works Bargaining Unit positions, to provide equitable pay for employees for fiscal year 2022-23.

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

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

Section 4: This Resolution shall be effective, July 1, 2022.

**PASSED** by the Council and Signed by the Mayor this 5<sup>th</sup> day of April, 2022.

ATTEST:

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

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

**SCHEDULE A (Monthly) Resolution #27-2022**

| GRADE LEVEL | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 |
|-------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| A           | 2,768  | 2,853  | 2,943  | 3,033  | 3,127  | 3,224  | 3,323  | 3,426  | 3,532  |
| B           | 3,342  | 3,446  | 3,552  | 3,662  | 3,777  | 3,893  | 4,013  | 4,137  | 4,265  |
| C           | 3,725  | 3,840  | 3,958  | 4,080  | 4,207  | 4,337  | 4,471  | 4,609  | 4,752  |
| D           | 3,941  | 4,062  | 4,188  | 4,318  | 4,451  | 4,589  | 4,731  | 4,877  | 5,028  |
| E           | 4,620  | 4,762  | 4,910  | 5,062  | 5,250  | 5,380  | 5,546  | 5,717  | 5,894  |
| F           | 5,591  | 5,735  | 5,882  | 6,032  | 6,187  | 6,346  | 6,508  | 6,672  | 6,840  |
| G           | 5,850  | 5,986  | 6,126  | 6,268  | 6,414  | 6,563  | 6,716  | 6,870  | 7,029  |
| H           | 6,024  | 6,174  | 6,328  | 6,486  | 6,649  | 6,815  | 6,986  | 7,161  | 7,340  |
| I           | 6,486  | 6,619  | 6,754  | 6,892  | 7,033  | 7,176  | 7,323  | 7,473  | 7,624  |
| J           | 6,980  | 7,123  | 7,269  | 7,418  | 7,568  | 7,722  | 7,880  | 8,041  | 8,204  |
| K           | 7,489  | 7,642  | 7,798  | 7,957  | 8,120  | 8,285  | 8,454  | 8,627  | 8,803  |
| L           | 8,016  | 8,180  | 8,346  | 8,517  | 8,691  | 8,868  | 9,049  | 9,234  | 9,375  |
| M           | 8,142  | 8,351  | 8,566  | 8,785  | 9,011  | 9,242  | 9,479  | 9,722  | 9,971  |
| N           | 8,818  | 9,198  | 9,578  | 9,958  | 10,340 | 10,740 | 11,141 | 11,541 | 11,944 |

SEASONAL PART-TIME AND TEMPORARY POSITIONS

\$12.50 TO \$30.00/HR

BILINGUAL PAY INCENTIVE

\$75/PAY PERIOD

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

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

**SCHEDULE C (Annual)**

| GRADE LEVEL | STEP 1  | STEP 2  | STEP 3  | STEP 4  | STEP 5  | STEP 6  | STEP 7  | STEP 8  | STEP 9  |
|-------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| A           | 33,216  | 34,236  | 35,316  | 36,396  | 37,524  | 38,688  | 39,876  | 41,112  | 42,384  |
| B           | 40,104  | 41,352  | 42,624  | 43,944  | 45,324  | 46,716  | 48,156  | 49,644  | 51,180  |
| C           | 44,700  | 46,080  | 47,496  | 48,960  | 50,484  | 52,044  | 53,652  | 55,308  | 57,024  |
| D           | 47,292  | 48,744  | 50,256  | 51,816  | 53,412  | 55,068  | 56,772  | 58,524  | 60,336  |
| E           | 55,440  | 57,144  | 58,920  | 60,744  | 63,000  | 64,560  | 66,552  | 68,604  | 70,728  |
| F           | 67,092  | 68,820  | 70,584  | 72,384  | 74,244  | 76,152  | 78,096  | 80,064  | 82,080  |
| G           | 70,200  | 71,832  | 73,512  | 75,216  | 76,968  | 78,756  | 80,592  | 82,440  | 84,348  |
| H           | 72,288  | 74,088  | 75,936  | 77,832  | 79,788  | 81,780  | 83,832  | 85,932  | 88,080  |
| I           | 77,832  | 79,428  | 81,048  | 82,704  | 84,396  | 86,112  | 87,876  | 89,676  | 91,488  |
| J           | 83,760  | 85,476  | 87,228  | 89,016  | 90,816  | 92,664  | 94,560  | 96,492  | 98,448  |
| K           | 89,868  | 91,704  | 93,576  | 95,484  | 97,440  | 99,420  | 101,448 | 103,524 | 105,636 |
| L           | 96,192  | 98,160  | 100,152 | 102,204 | 104,292 | 106,416 | 108,588 | 110,808 | 112,500 |
| M           | 97,704  | 100,212 | 102,792 | 105,420 | 108,132 | 110,904 | 113,748 | 116,664 | 119,652 |
| N           | 105,816 | 110,376 | 114,936 | 119,496 | 124,080 | 128,880 | 133,692 | 138,492 | 143,328 |

CITY OF UMATILLA, OREGON

# AGENDA BILL

|  |                                    |
|--|------------------------------------|
| <b>Agenda Title:</b><br>Resolution No. 28-2022 - A retroactive resolution authorizing the community development director to sign a commercial real estate sale agreement and sign and record a deed for the sale of real property. | <b>Meeting Date:</b><br>2022-04-05 |
|--|------------------------------------|

|   |                                   |   |                      |
|---|-----------------------------------|---|----------------------|
| <b>Department:</b><br>Community Development | <b>Director:</b><br>Brandon Seitz | <b>Contact Person:</b><br>Brandon Seitz | <b>Phone Number:</b> |
|---|-----------------------------------|---|----------------------|

|   |   |
|---|---|
| <b>Cost of Proposal:</b><br>\$96,850.00 | <b>Fund(s) Name and Number(s):</b><br>General Fund - 01 |
| <b>Amount Budgeted:</b><br>\$96,850.00  |   |

|   |  |
|---|--|
| <b>Reviewed by Finance Department:</b><br>Yes | <b>Previously Presented:</b><br>3/1/2022 |
|---|--|

**Attachments to Agenda Packet Item:**

[Resolution 28-2022.docx](#)

[Resolution 28-2022 Exhibits.pdf](#)

|   |
|---|
| <b>Summary Statement:</b><br>Motion to approve Resolution No. 28-2022 |
|---|

|   |
|---|
| <b>Consistent with Council Goals:</b><br>Goal 2: Promote Economic Development and Job Growth. |
|---|

**RESOLUTION NO. 28-2022**

**A RETROACTIVE RESOLUTION AUTHORIZING THE COMMUNITY DEVELOPMENT DIRECTOR TO SIGN A COMMERCIAL REAL ESTATE SALE AGREEMENT AND SIGN AND RECORD A DEED FOR THE SALE OF REAL PROPERTY**

**WHEREAS**, the City of Umatilla owns real property identified as Tax Lot 2800, Assessors Map 5N2814 (TLID # 5N28140002800); and

**WHEREAS**, the City received an offer to sell said real property and the offer was presented to the Umatilla City Council at their March 1, 2022 meeting in executive session; and

**WHEREAS**, the City and Douglas Plotter, have agreed to a purchase price of \$96,850.00 for the purchase of 2.99 acres of the City’s existing 7.33 acres parcel as show on the preliminary partition plat (Exhibit B); and

**WHEREAS**, City Council retroactively authorized Umatilla Community Development Director Brandon Seitz to sign the paid Purchase and Sale Agreement (Exhibit A).

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

1. Community Development Director Brandon Seitz is retroactively authorized to sign a Commercial Real Estate Sale Agreement for the sale of a portion Tax Lot 2800, Assessors Map 5N2814 (TLID # 5N28140002800) to Douglas Plotter.
2. The Community Development Director is authorized to sign and record a deed and other documents necessary for a purchase price of \$96,850.00 to finalize the purchase of real property identified as proposed lot 1 a portion Tax Lot 2800, Assessors Map 5N2814 (TLID # 5N28140002800).

**PASSED** by the Council and **SIGNED** by the Mayor this 5<sup>th</sup> day of April, 2022.

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

ATTEST:

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

# Exhibit A

COMMERCIAL ASSOCIATION OF BROKERS OREGON/SW WASHINGTON  
PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY  
(Oregon Commercial Form)

AGENCY ACKNOWLEDGMENT

Buyer shall execute this Acknowledgment concurrent with the execution of the Agreement below and prior to delivery of that Agreement to Seller. Seller shall execute this Acknowledgment upon receipt of the Agreement by Seller, even if Seller intends to reject the Agreement or make a counter-offer. In no event shall Seller's execution of this Acknowledgment constitute acceptance of the Agreement or any terms contained therein.

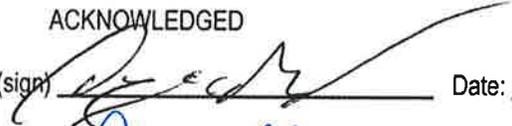
Pursuant to the requirements of Oregon Administrative Rules (OAR 863-015-0215), both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and by execution below acknowledge and consent to the agency relationships in the following real estate purchase and sale transaction as follows:

(a) Seller Agent: \_\_\_\_\_ of \_\_\_\_\_ firm (the "Selling Firm") is the agent of \_\_\_\_\_ (check one):  
 Buyer exclusively;  Seller exclusively;  both Seller and Buyer ("Disclosed Limited Agency").

(b) Buyer Agent: DICK SHAFER of SHAFER REALTY firm (the "Buying Firm") is the agent of \_\_\_\_\_ (check one):  
 Buyer exclusively;  Seller exclusively;  both Seller and Buyer ("Disclosed Limited Agency").

If the name of the same real estate firm appears in both Paragraphs (a) and (b) above, Buyer and Seller acknowledge that a principal broker of that real estate firm shall become the Disclosed Limited Agent for both Buyer and Seller, as more fully set forth in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and the named real estate agent(s).

ACKNOWLEDGED

Buyer: (print) DOUGLAS POTTER (sign)  Date: 3-2-2022

Seller: (print) CITY OF UMATILLA (sign)  Date: 3/18/2022

[No further text appears on this page.]

*del*

PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

This PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY (this "Agreement") dated FEBRUARY 8, 2022, for reference purposes only, shall be effective on the date when this Agreement has been executed and delivered by Seller and Buyer (the "Execution Date"):

BETWEEN: CITY OF UMATILLA ("Seller")  
Address: 700 6<sup>TH</sup> ST., UMATILLA, OR.  
Home Phone: \_\_\_\_\_  
Office Phone: 541-922-3226  
Fax No.: 541-922-5758  
E-Mail: DAVID@UMATILLA-CITY.ORG - BRANDON@UMATILLA-CITY.ORG

AND: DOUGLAS POTTER ("Buyer")  
Address: 16140 SW 72<sup>ND</sup> AVE, TIGARD, OR. 97224  
Home Phone: \_\_\_\_\_  
Office Phone: 503 860 2703  
Fax No.: \_\_\_\_\_  
E-Mail: dpotter@afnw.net

1. Purchase and Sale.

1.1 Generally. In accordance with this Agreement, Buyer agrees to buy and acquire from Seller, and Seller agrees to sell to Buyer the following, all of which are collectively referred to in this Agreement as the "Property:" (a) the real property and all improvements thereon generally described or located at APPROXIMATE 2.98 ACRES FRONTING ON BEACH ACCESS ROAD-DESCRIPTION TO BE AGREED TO AND ADDED TO THIS DOCUMENT AS SOON AS SURVEY CAN BE ACCOMPLISHED in the City of UMATILLA, County of UMATILLA, Oregon legally described on Exhibit A, attached hereto (the "Real Estate") (if no legal description is attached, the legal description shall be based on the legal description provided in the Preliminary Report (described in Section 5), subject to the review and approval of both parties hereto), including all of Seller's right, title and interest in and to all fixtures, appurtenances, and easements thereon or related thereto; (b) all of Seller's right, title and interest, if any, in and to any and all lease(s) to which the Real Estate is subject (each, a "Lease"); and (c) any and all personal property located on and used in connection with the operation of the Real Estate and owned by Seller (the "Personal Property"); if there are any Leases, see Section 21.1, below. The occupancies of the Property pursuant to any Leases are referred to as the "Tenancies" and the occupants thereunder are referred to as "Tenants." If there is any Personal Property, see Section 21.2, below. **SELLER WILL RETAIN RIGHT OF AN ACCESS EASEMENT TO THEIR PROPERTY TO THE WEST TO BE AGREED TO WITH BUYER.**

1.2 BUYER TO REIMBURSE SELLER 50% OF THE SURVEY COST IN ESCROW AT CLOSING.

1.3 Purchase Price. The purchase price for the Property shall be NINETY SIX THOUSAND EIGHT HUNDRED AND FIFTY dollars (\$96,850.00) (the "Purchase Price"). The Purchase Price shall be adjusted, as applicable, by the net amount of credits and debits to Seller's account at Closing (defined below) made by Escrow Holder pursuant to the terms of this Agreement. The Purchase Price shall be payable as follows:

1.3.1 Earnest Money Deposit.

(a) Within SEVEN ( 7 ) days of the Execution Date, Buyer shall deliver into Escrow (as defined herein), for the account of Buyer, \$25,000.00 as earnest money (the "Earnest Money") in the form of:

Promissory note (the "Note");  Check; or  Cash or other immediately available funds.

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49 If the Earnest Money is being held by the  Selling Firm  Buying Firm, then the firm holding such Earnest Money  
50 shall deposit the Earnest Money in the  Escrow (as hereinafter defined)  Selling Firm's Client Trust Account   
51 Buying Firm's Clients' Trust Account, no later than 5:00 PM Pacific Time three (3) business days after such firm's  
52 receipt, but in no event later than the date set forth in the first sentence of this Section 1.2.1(a).  
53

54 (b) If the Earnest Money is in the form of a Note, it shall be due and payable  no later  
55 than 5:00 PM Pacific Time three (3) days after the Execution Date;  after satisfaction or waiver by Buyer of the  
56 conditions to Buyer's obligation to purchase the Property set forth in this Agreement; or  Other: \_\_\_. If the terms of  
57 the Note and this Agreement conflict, the terms of this Agreement shall govern. If the Note is not redeemed and paid  
58 in full when due, then: (i) the Note shall be delivered and endorsed to Seller (if not already in Seller's possession); (ii)  
59 Seller may collect the Earnest Money from Buyer, either pursuant to an action on the Note or an action on this  
60 Agreement; and (iii) Seller shall have no further obligations under this Agreement.  
61

62 (c) The purchase and sale of the Property shall be accomplished through an escrow (the  
63 "Escrow") that Seller has established or will establish with AMERITITLE - HERMISTON (the "Escrow Holder")  
64 within 3 days after the Execution Date. Except as otherwise provided in this Agreement: (i) any interest earned on  
65 the Earnest Money shall be considered to be part of the Earnest Money; (ii) the Earnest Money shall be non-  
66 refundable upon satisfaction or waiver of all Conditions as defined in Section 2.1; and (iii) the Earnest Money shall be  
67 applied to the Purchase Price at Closing.  
68

69 1.3.2 Balance of Purchase Price. Buyer shall pay the balance of the Purchase Price at Closing  
70 by  cash or other immediately available funds; or  Other:  
71

72 1.4 Section 1031 Like-Kind Exchange. Each party acknowledges that either party (as applicable, the  
73 "Exchanging Party") may elect to engage in and affect a like-kind exchange under Section 1031 of the Internal  
74 Revenue Code of 1986, as amended, involving the Property (or any legal lot thereof) (a "1031 Exchange"). The non-  
75 exchanging party with respect to a 1031 Exchange is referred to herein as the "Cooperating Party." Buyer and Seller  
76 each hereby agrees to reasonably cooperate with the other in completing each such 1031 Exchange; provided,  
77 however, that such cooperation shall be at the Exchanging Party's sole expense and shall not delay the Closing for  
78 the Property. Accordingly, the Exchanging Party may assign the Exchanging Party's rights with respect to the  
79 Property (or any legal lot thereof) to a person or entity for the purpose of consummating a 1031 Exchange  
80 ("Intermediary"), provided that such assignment does not delay the Closing for the Property (or applicable legal lot  
81 thereof), or otherwise reduce or diminish the Exchanging Party's liabilities or obligations hereunder. Such  
82 assignment by the Exchanging Party shall not release the Exchanging Party from the obligations of the Exchanging  
83 Party under this Agreement. The Cooperating Party shall not suffer any costs, expenses or liabilities for cooperating  
84 with the Exchanging Party and shall not be required to take title to the exchange property. The Exchanging Party  
85 agrees to indemnify, defend and hold the Cooperating Party harmless from any liability, damages and costs arising  
86 out of the 1031 Exchange.  
87

## 88 2. Conditions to Purchase.

89 2.1 Buyer's obligation to purchase the Property is conditioned on the following:  
90

- 91  None;  
92  Within 45 days of the Execution Date, Buyer's approval of the results of (collectively, the  
93 "General Conditions"): (a) the Property inspection described in Section 3 below; (b) the  
94 document review described in Section 4 below; and (c) (describe any other condition) \_\_\_;  
95  Within \_\_\_ days of the Execution Date, Buyer's receipt of confirmation of satisfactory financing  
96 (the "Financing Condition"); and/or  
97  Other: [Other conditions must be specifically identified].  
98

99 The General Conditions, Financing Conditions or any other Conditions noted shall be defined as "Conditions."

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100  
101 2.2 If, for any reason in Buyer's sole discretion, Buyer has not timely given written waiver of the  
102 Conditions set forth in Section 2.1, or stated in writing that such Conditions have been satisfied, by notice given to  
103 Seller within the time periods for such conditions set forth above, this Agreement shall be deemed automatically  
104 terminated, the Earnest Money shall be promptly returned to Buyer, and thereafter, except as specifically provided to  
105 the contrary herein, neither party shall have any further right or remedy hereunder.  
106

107 3. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter  
108 the Property at reasonable times after reasonable prior notice to Seller and after prior notice by Seller to the Tenants  
109 as required by the applicable Leases, if any, to conduct any and all inspections, tests, and surveys concerning the  
110 structural condition of the improvements, all mechanical, electrical and plumbing systems, hazardous materials, pest  
111 infestation, soils conditions, wetlands, Americans with Disabilities Act compliance, zoning, and all other matters  
112 affecting the suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase  
113 of the Property including the economic feasibility of such purchase. If the transaction contemplated in this Agreement  
114 fails to close for any reason (or no reason) as a result of the act or omission of Buyer or its agents, Buyer shall  
115 promptly restore the Property to substantially the condition the Property was in prior to Buyer's performance of any  
116 inspections or work. Buyer shall indemnify, hold harmless, and defend Seller from all liens, costs, and expenses,  
117 including reasonable attorneys' fees and experts' fees, arising from or relating to Buyer's entry on and inspection of  
118 the Property. This agreement to indemnify, hold harmless, and defend Seller shall survive Closing or any termination  
119 of this Agreement.  
120

121 4. Seller's Documents. Within 7 days after the Execution Date, Seller shall deliver to Buyer or Buyer's  
122 designee, legible and complete copies of the following documents, including without limitation, a list of the Personal  
123 Property, and other items relating to the ownership, operation, and maintenance of the Property to the extent now in  
124 existence and to the extent such items are or come within Seller's possession or control: \_\_\_\_.  
125

126 5. Title Insurance. Within 7 days after the Execution Date, Seller shall cause to be delivered to Buyer a  
127 preliminary title report from the title company (the "Title Company") selected by Seller (the "Preliminary Report"),  
128 showing the status of Seller's title to the Property, together with complete and legible copies of all documents shown  
129 therein as exceptions to title ("Exceptions"). Buyer shall have 7 days after receipt of a copy of the Preliminary  
130 Report and Exceptions within which to give notice in writing to Seller of any objection to such title or to any liens or  
131 encumbrances affecting the Property. Within 7 days after receipt of such notice from Buyer, Seller shall give Buyer  
132 written notice of whether it is willing and able to remove the objected-to Exceptions. Without the need for objection  
133 by Buyer, Seller shall, with respect to liens and encumbrances that can be satisfied and released by the payment of  
134 money, eliminate such exceptions to title on or before Closing. Within 7 days after receipt of such notice  
135 from Seller (the "Title Contingency Date"), Buyer shall elect whether to: (i) purchase the Property subject to those  
136 objected-to Exceptions which Seller is not willing or able to remove; or (ii) terminate this Agreement. If Buyer fails to  
137 give Seller notice of Buyer's election, then such inaction shall be deemed to be Buyer's election to terminate this  
138 Agreement. On or before the Closing Date (defined below), Seller shall remove all Exceptions to which  
139 Buyer objects and which Seller agrees, or is deemed to have agreed, Seller is willing and able to remove. All  
140 remaining Exceptions set forth in the Preliminary Report and those Exceptions caused by or agreed to by Buyer shall  
141 be deemed "Permitted Exceptions."  
142

143 6. Default Remedies. Notwithstanding anything to the contrary contained in this Agreement, in the event  
144 Buyer fails to deposit the Earnest Money in Escrow strictly as and when contemplated under Section 1.2.1 above,  
145 Seller shall have the right at any time thereafter, but prior to Buyer's deposit of the Earnest Money to Escrow, to  
146 terminate this Agreement and all further rights and obligations hereunder by giving written notice thereof to Buyer. If  
147 the conditions, if any, to Buyer's obligation to consummate this transaction are satisfied or waived by Buyer and  
148 Buyer fails, through no fault of Seller, to close on the purchase of the Property, Seller's sole remedy shall be to retain  
149 the Earnest Money paid by Buyer. In the event Seller fails, through no fault of Buyer, to close the sale of the  
150 Property, Buyer shall be entitled to pursue any remedies available at law or in equity, including without limitation, the

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151 return of the Earnest Money paid by Buyer or the remedy of specific performance. In no event shall either party be  
152 entitled to punitive or consequential damages, if any, resulting from the other party's failure to close the sale of the  
153 Property.

154  
155 7. Closing of Sale.

156  
157 7.1 Buyer and Seller agree the sale of the Property shall be consummated, in Escrow,  on or before  
158 ~~or~~  7 days after the conditions set forth in Sections 2.1, 3, 4 and 5 have been satisfied or waived in writing by  
159 Buyer OR AS SOON AS THE PAPER WORK CAN BE COMPLETED (the "Closing" or the "Closing Date"). The  
160 sale of the Property shall be deemed closed when the document(s) conveying title to the Property is/are delivered  
161 and recorded and the Purchase Price is disbursed to Seller.

162  
163 7.2 At Closing, Buyer and Seller shall deposit with the Escrow Holder all documents and funds  
164 required to close the transaction in accordance with the terms of this Agreement. At Closing, Seller shall  
165 deliver a certification in a form provided by the Escrow Holder confirming whether Seller is or is not a "foreign person"  
166 as such term is defined by applicable law and regulations.

167  
168 7.3 At Closing, Seller shall convey fee simple title to the Property to Buyer by  statutory warranty  
169 deed ~~or~~  \_\_\_\_\_ (the "Deed"). At Closing, Seller shall cause the Title Company to deliver to Buyer a  
170 standard ALTA form owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price insuring  
171 fee simple title to the Property in Buyer subject only to the Permitted Exceptions and the standard preprinted  
172 exceptions contained in the Title Policy. Seller shall reasonably cooperate in the issuance to Buyer of an ALTA  
173 extended form policy of title insurance. Buyer shall pay any additional expense resulting from the ALTA extended  
174 coverage and any endorsements required by Buyer.

175  
176 8. Closing Costs; Prorations. Seller shall pay the premium for the Title Policy, provided, however, if Buyer  
177 elects to obtain an ALTA extended form policy of title insurance and/or any endorsements, Buyer shall pay the  
178 difference in the premium relating to such election. Seller and Buyer shall each pay one-half (1/2) of the escrow fees  
179 charged by the Escrow Holder. Any excise tax and/or transfer tax shall be paid in accordance with the local custom  
180 determined by the Title Company and applicable law. Real property taxes for the tax year of the Closing,  
181 assessments (if a Permitted Exception), personal property taxes, rents and other charges arising from existing  
182 Tenancies paid for the month of Closing, interest on assumed obligations, and utilities shall be prorated as of the  
183 Closing Date. If applicable, prepaid rents, security deposits, and other unearned refundable deposits relating to  
184 Tenancies shall be assigned and delivered to Buyer at Closing.  Seller  Buyer  N/A shall be responsible for  
185 payment of all taxes, interest, and penalties, if any, upon removal of the Property from any special assessment or  
186 program.

187  
188 9. Possession. Seller shall deliver exclusive possession of the Property, subject to the Tenancies (if any)  
189 existing as of the Closing Date, to Buyer  on the Closing Date ~~or~~  \_\_\_\_.

190  
191 10. Condition of Property. Seller represents that Seller has received no written notices of violation of any  
192 laws, codes, rules, or regulations applicable to the Property ("Laws"). Seller represents that, to the best of Seller's  
193 knowledge without specific inquiry, Seller is not aware of any such violations or any concealed material defects in the  
194 Property. Unless caused by Buyer, Seller shall bear all risk of loss and damage to the Property until Closing, and  
195 Buyer shall bear such risk at and after Closing. Except for Seller's representations set forth in this Section 10 and the  
196 attached Exhibit E, Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results of its  
197 own inspection and investigation in Buyer's acquisition of the Property. It shall be a condition of Buyer's Closing  
198 obligation that all of Seller's representations and warranties stated in this Agreement are materially true and correct  
199 on the Closing Date. Seller's representations and warranties stated in this Agreement shall survive Closing for one  
200 (1) year.

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202 11. Operation of Property. Between the Execution Date and the Closing Date, Seller shall continue to  
203 operate, maintain and insure the Property consistent with Seller's current operating practices. After Buyer has  
204 satisfied or waived the conditions to Buyer's obligation to purchase the Property, and the Earnest Money is non-  
205 refundable, Seller may not, without Buyer's prior written consent, which consent shall not be unreasonably withheld,  
206 conditioned, or delayed, enter into: (a) any new leases or occupancy agreements for the Property; (b) any material  
207 amendments or modification agreements for any existing leases or occupancy agreements for the Property; or (c)  
208 any service contracts or other agreements affecting the Property that are not terminable at the Closing.  
209

210 ~~12. Assignment.~~ Assignment of this Agreement:  is PROHIBITED;  is PERMITTED, without consent  
211 of Seller;  is PERMITTED ONLY UPON Seller's written consent;  is PERMITTED ONLY IF the assignee is an  
212 entity owned and controlled by Buyer. ~~Assignment is PROHIBITED, if no box is checked. If Seller's written~~  
213 ~~consent is required for assignment, such consent may be withheld in Seller's reasonable discretion. In the event of a~~  
214 ~~permitted assignment, Buyer shall remain liable for all Buyer's obligations under this Agreement.~~  
215

216 13. Arbitration. IF AND ONLY IF THIS SECTION IS INITIALED BY EACH OF BUYER AND SELLER, THE  
217 FOLLOWING SHALL APPLY TO THIS AGREEMENT:  
218

219 ANY DISPUTE BETWEEN BUYER AND SELLER RELATED TO THIS AGREEMENT, THE PROPERTY, OR THE  
220 TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WILL BE RESOLVED BY ARBITRATION GOVERNED  
221 BY THE OREGON UNIFORM ARBITRATION ACT (ORS 36.600 et seq.) AND, TO THE EXTENT NOT  
222 INCONSISTENT WITH THAT STATUTE, CONDUCTED IN ACCORDANCE WITH THE RULES OF PRACTICE AND  
223 PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF ARBITRATION SERVICES OF  
224 PORTLAND ("ASP"). THE ARBITRATION SHALL BE CONDUCTED IN PORTLAND, OREGON AND  
225 ADMINISTERED BY ASP, WHICH WILL APPOINT A SINGLE ARBITRATOR HAVING AT LEAST FIVE (5) YEARS  
226 EXPERIENCE IN THE COMMERCIAL REAL ESTATE FIELD IN THE \_\_\_ GEOGRAPHIC AREA (IF BLANK IS NOT  
227 COMPLETED, PORTLAND METROPOLITAN AREA). ALL ARBITRATION HEARINGS WILL BE COMMENCED  
228 WITHIN THIRTY (30) DAYS OF THE DEMAND FOR ARBITRATION UNLESS THE ARBITRATOR, FOR SHOWING  
229 OF GOOD CAUSE, EXTENDS THE COMMENCEMENT OF SUCH HEARING. THE DECISION OF THE  
230 ARBITRATOR WILL BE BINDING ON BUYER AND SELLER, AND JUDGMENT UPON ANY ARBITRATION  
231 AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE PARTIES ACKNOWLEDGE THAT,  
232 BY AGREEING TO ARBITRATE DISPUTES, EACH OF THEM IS WAIVING CERTAIN RIGHTS, INCLUDING ITS  
233 RIGHTS TO SEEK REMEDIES IN COURT (INCLUDING A RIGHT TO A TRIAL BY JURY), TO DISCOVERY  
234 PROCESSES THAT WOULD BE ATTENDANT TO A COURT PROCEEDING, AND TO PARTICIPATE IN A CLASS  
235 ACTION.  
236

237 \_\_\_\_\_  
Initials of Buyer

\_\_\_\_\_   
Initials of Seller

238  
239 14. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever,  
240 including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an  
241 attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to  
242 this Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its  
243 attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred  
244 in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the amount of Fees  
245 shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any appeal or review,  
246 and shall be in addition to all other amounts provided by law.  
247

248 15. Statutory Notice. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A  
249 FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE  
250 LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR  
251 SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS  
252 DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE

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253 PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER  
254 ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS  
255 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8,  
256 OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE  
257 TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING  
258 DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED  
259 LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT  
260 OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE  
261 ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND  
262 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17,  
263 CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.  
264

265 16. Cautionary Notice About Liens. UNDER CERTAIN CIRCUMSTANCES, A PERSON WHO  
266 PERFORMS CONSTRUCTION-RELATED ACTIVITIES MAY CLAIM A LIEN UPON REAL PROPERTY AFTER A  
267 SALE TO THE PURCHASER FOR A TRANSACTION OR ACTIVITY THAT OCCURRED BEFORE THE SALE. A  
268 VALID CLAIM MAY BE ASSERTED AGAINST THE PROPERTY THAT YOU ARE PURCHASING EVEN IF THE  
269 CIRCUMSTANCES THAT GIVE RISE TO THAT CLAIM HAPPENED BEFORE YOUR PURCHASE OF THE  
270 PROPERTY. THIS INCLUDES, BUT IS NOT LIMITED TO, CIRCUMSTANCES WHERE THE OWNER OF THE  
271 PROPERTY CONTRACTED WITH A PERSON OR BUSINESS TO PROVIDE LABOR, MATERIAL, EQUIPMENT  
272 OR SERVICES TO THE PROPERTY AND HAS NOT PAID THE PERSONS OR BUSINESS IN FULL.  
273

274 17. Brokerage Agreement. For purposes of Sections 14 and 17 of this Agreement, the Agency  
275 Acknowledgement on page 1 this Agreement is incorporated into this Agreement as if fully set forth herein. Seller  
276 agrees to pay a commission to Selling Firm in the amount of either:  \_\_\_\_\_ percent (\_\_\_\_%) of the Purchase Price or  
277  \$\_\_\_\_\_. Such commission shall be divided between Selling Firm and Buying Firm such that Selling Firm receives  
278 percent (\_\_\_\_%) and Buying Firm receives \_\_\_\_\_ percent (\_\_\_\_%). Seller shall cause the Escrow Holder to deliver to  
279 Selling Firm and Buying Firm the real estate commission on the Closing Date or upon Seller's breach of this  
280 Agreement, whichever occurs first. If the Earnest Money is forfeited by Buyer and retained by Seller in accordance  
281 with this Agreement, in addition to any other rights the Selling Firm and Buying Firm may have, the Selling Firm and  
282 the Buying Firm, together, shall be entitled to the lesser of: (i) fifty percent (50%) of the Earnest Money; or (ii) the  
283 commission agreed to above, and Seller hereby assigns such amount to the Selling Firm and the Buying Firm.  
284

285 **THERE WILL BE NO REAL ESTATE FEE DUE AS PART OF THIS SALE**

286 18. Notices. Unless otherwise specified, any notice required or permitted in, or related to this Agreement  
287 must be in writing and signed by the party to be bound. Any notice will be deemed delivered: (a) when personally  
288 delivered; (b) when delivered by facsimile or electronic mail transmission (in either case, with confirmation of  
289 delivery); (c) on the day following delivery of the notice by reputable overnight courier; or (d) on the day following  
290 delivery of the notice by mailing by certified or registered U.S. mail, postage prepaid, return receipt requested; and in  
291 any case shall be sent by the applicable party to the address of the other party shown at the beginning of this  
292 Agreement, unless that day is a Saturday, Sunday, or federal or Oregon State legal holiday, in which event such  
293 notice will be deemed delivered on the next following business day.  
294

295 19. Miscellaneous. Time is of the essence of this Agreement. If the deadline under this Agreement for  
296 delivery of a notice or performance of any obligation is a Saturday, Sunday, or federal or Oregon State legal holiday,  
297 such deadline will be deemed extended to the next following business day. The facsimile and/or electronic mail  
298 transmission of any signed document including this Agreement in accordance with Section 18 shall be the same as  
299 delivery of an original. At the request of either party, the party delivering a document by facsimile and/or electronic  
300 mail will confirm such transmission by signing and delivering to the other party a duplicate original document. This  
301 Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall  
302 constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the  
303 parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous

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304 agreements between them. Without limiting the provisions of Section 12 of this Agreement, this Agreement shall be  
305 binding upon and shall inure to the benefit of Buyer and Seller and their respective successors and assigns. Solely  
306 with respect to Sections 14 and 17, Selling Firm and Buying Firm are third party beneficiaries of this Agreement. The  
307 person signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller each  
308 represents, covenants and warrants that such person has full right and authority to enter into this Agreement and to  
309 bind the party for whom such person signs this Agreement to its terms and provisions. Neither this Agreement nor a  
310 memorandum hereof shall be recorded unless the parties otherwise agree in writing.

311  
312 20. Governing Law. This Agreement is made and executed under, and in all respects shall be governed  
313 and construed by, the laws of the State of Oregon.

314  
315 21. Lease(s) and Personal Property.

316  
317 ~~21.1 Leases.~~

318  
319 ~~21.1.1 If required by Buyer or Buyer's lender and provided for in such Tenant's Lease, Seller~~  
320 ~~shall use commercially reasonable efforts to deliver to Buyer, at least \_\_\_ days (three (3) if not filled in) before the~~  
321 ~~Closing Date, a Tenant estoppel certificate, reasonably acceptable to Buyer, pertaining to each Lease at the Property~~  
322 ~~in effect as of the Closing Date (each, a "Tenant Estoppel"). Such Tenant Estoppels shall be dated no more than~~  
323 ~~days (fifteen (15) if not filled in) prior to the Closing Date and shall certify, among other things: (a) that the Lease~~  
324 ~~is unmodified and in full force and effect, or is in full force and effect as modified, and stating the modifications;~~  
325 ~~(b) the amount of the rent and the date to which rent has been paid; (c) the amount of any security deposit held by~~  
326 ~~Seller; and (d) that neither party is in default under the Lease or if a default by either party is claimed, stating the~~  
327 ~~nature of any such claimed default. If Seller has not obtained Tenant Estoppels from all Tenants of the Property,~~  
328 ~~then Seller shall execute and deliver to Buyer a Tenant Estoppel with respect to any such Lease setting forth the~~  
329 ~~information required by this Section 21.1 and confirming the accuracy thereof.~~

330  
331 21.1.2 If applicable, the assignment of the Lease(s) by Seller, and assumption of the Lease(s) by  
332 Buyer shall be accomplished by executing and delivering to each other through Escrow an Assignment of Lessor's  
333 Interest under Lease substantially in the form of Exhibit B attached hereto (the "Assignment").

334  
335 ~~21.2 Personal Property. If applicable, Seller shall convey all Personal Property to Buyer by~~  
336 ~~executing and delivering to Buyer at Closing through Escrow (as defined below), a Bill of Sale substantially in the~~  
337 ~~form of Exhibit C attached hereto (the "Bill of Sale"). A list of such Personal Property shall be attached to the Bill of~~  
338 ~~Sale.~~

339  
340 ~~22. Residential Lead Based Paint Disclosure. IF THE PROPERTY CONSISTS OF RESIDENTIAL~~  
341 ~~HOUSING BUILT PRIOR TO 1978, BUYER AND SELLER MUST COMPLETE THE LEAD BASED PAINT~~  
342 ~~DISCLOSURE ADDENDUM ATTACHED HERETO AS EXHIBIT D.~~

343  
344 23. Addenda; Exhibits. The following named addenda and exhibits are attached to this Agreement and  
345 incorporated within this Agreement:

- 346  Exhibit A – Legal Description of Property [REQUIRED]  
347  Exhibit B – Assignment of Lessor's Interest under Lease (if applicable)  
348  Exhibit C – Bill of Sale (if applicable)  
349  Exhibit D – Lead Paint Disclosure Addendum (if applicable)  
350  Exhibit E – AS IS Exceptions (if applicable)  
351  
352

{00045955;1}

353 24. Time for Acceptance. If Seller does not return to Buyer a signed and dated version of this Agreement  
354 on or before 5:00 PM Pacific Time on MARCH 18, 2022, then the Earnest Money shall be promptly refunded to  
355 Buyer and thereafter, neither party shall have any further right or obligation hereunder.

356  
357 25. OFAC Certification. The Federal Government, Executive Order 13224, requires that business persons  
358 of the United States not do business with any individual or entity on a list of "Specially Designated nationals and  
359 Blocked Persons" - that is, individuals and entities identified as terrorists or other types of criminals. Buyer  
360 hereinafter certifies that:

361  
362 25.1 It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation  
363 named by any Executive Order or the United States Treasury Department as a terrorist, specially designated national  
364 and/or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or  
365 administered by the Office of Foreign Assets Control; and

366  
367 25.2 It has not executed this Agreement, directly or indirectly on behalf of, or instigating or  
368 facilitating this Agreement, directly or indirectly on behalf of, any such person, group, entity, or nation.

369  
370 Buyer hereby agrees to defend, indemnify, and hold harmless Seller from and against any and all claims, damages,  
371 losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of  
372 the foregoing certification. This certification by Buyer and agreement to indemnify, hold harmless, and defend Seller  
373 shall survive Closing or any termination of this Agreement.

374  
375 Buyer Signature: [Signature] Date: 3-2-2022

376  
377 CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR  
378 ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR  
379 RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF BROKERS OREGON/SW  
380 WASHINGTON OR BY THE REAL ESTATE AGENTS INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL  
381 SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.

382  
383 THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING,  
384 INSERTION MARKS, OR ADDENDA.

385  
386 Buyer DOUGLAS POTTER [Signature]

387  
388 By: [Signature]  
389 Name: DOUGLAS C. POTTER  
390 Title: Owner/Manager  
391 Date: 3-2-2022

392  
393 Seller Acceptance. By execution of this Agreement, Seller agrees to sell the Property on the terms and conditions in  
394 this Agreement.

395  
396 Seller CITY OF UMATILLA

397  
398 By: [Signature]  
399 Name: Brandon Seitz  
400 Title: Community Development Director  
401 Date: 3/18/2022

402  
403 {00045955;1}

© 1997 Commercial Association of Brokers OREGON/SW WASHINGTON (Rev. 01/15)  
PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY (OREGON)  
ALL RIGHTS RESERVED

CRITICAL DATE LIST:

The last party to execute this Agreement shall complete the information below (the "Critical Date List"), initial where indicated, and return a copy of the same to the other party for such party's review. This Critical Date List is for reference purposes only and, in the event of a conflict between this Critical Date List and the Agreement, the terms of the Agreement shall prevail.

|   | DATE:  |
|---|--|
| • Execution Date (Introductory paragraph):  |  |
| • Earnest Money due date (Section 1.2.1(a)):  |  |
| • Seller shall open Escrow with the Escrow Holder (Section 1.2.1(a)):                 | Before   |
| • Seller shall deliver Seller's documents to Buyer (Section 4):                       | Within <u>7</u> days after the Execution Date                        |
| • Seller shall deliver Preliminary Report to Buyer (Section 5):                       | Within <u>7</u> days after the Execution Date                        |
| • Buyer's title objection notice due to Seller (Section 5):                           | Within <u>7</u> days after receipt of the Preliminary Report         |
| • Seller's title response due to Buyer (Section 5):                                   | Within <u>7</u> days after receipt of Buyer's title objection notice |
| • Title Contingency Date (Section 5):   | Within <u>7</u> days after receipt of Seller's title response        |
| • Expiration date for satisfaction of General Conditions (Section 2.1):               | Within <u>45</u> days of the Execution Date                          |
| • Expiration date for satisfaction of Financing Condition (Section 2.1):              | Within ___ days of the Execution Date                                |
| • By this date, Buyer must deliver the notice to proceed contemplated in Section 2.2. | Within ___ days of the Execution Date                                |
| • Closing Date (Section 7.1):   |  |

Initials of Buyer: \_\_\_  
Initials of Buyer: \_\_\_

Initials of Seller:  
Initials of Seller:

*QCB*

{00045955;1}

EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

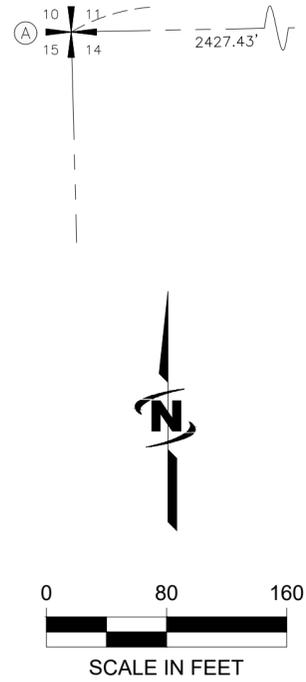
(LEGAL DESCRIPTION TO BE ADDED FROM APPROVED TITLE REPORT)

# Exhibit B

## PARTITION PLAT NO. \_\_\_\_\_

A PARTITION OF PARCEL 2, PARTITION PLAT 2020-19, LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 28 EAST, W.M., CITY OF UMATILLA, UMATILLA COUNTY, OREGON

# PRELIMINARY

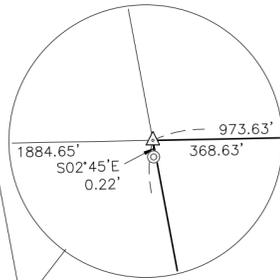


### BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PROJECT IS A LOCAL SITE PROJECTION ORIGINATING FROM THE 2011 ADJUSTMENT OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83/2011), OREGON STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3601) BASED UPON STATIC GPS OBSERVATIONS PROCESSED THROUGH THE NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS). THE PROJECT DATA HAS BEEN PROJECTED TO GROUND AT CONTROL POINT NO. 1: LATITUDE N45°55'27.86034", LONGITUDE W119°17'24.83869". USING A COMBINED SCALE FACTOR OF 1.0000382197. ALL BEARINGS ARE GRID, ALL DISTANCES ARE GROUND EXPRESSED IN INTERNATIONAL FEET.

### LEGEND

- SECTION CORNER-AS NOTED
- 1/4 SECTION CORNER-AS NOTED
- 1/16 SECTION CORNER-AS NOTED
- SEE FOUND MONUMENT DESCRIPTION TABLE
- FOUND AND HELD 5/8" IRON REBAR WITH YELLOW PLASTIC CAP, STAMPED "USKH OR 2820", SHOWN AS SET IN SURVEY REFERENCE NO. 1. VISITED 08-11-2016
- FOUND AND NOT HELD 5/8" IRON REBAR WITH YELLOW PLASTIC CAP, STAMPED "USKH OR 2820", SHOWN AS SET IN SURVEY REFERENCE NO. 1 VISITED 08-11-2016
- FOUND AND HELD 5/8" IRON REBAR WITH YELLOW PLASTIC CAP, STAMPED "SHEA 2751", SHOWN AS SET IN SURVEY REFERENCE NO. 4
- COMPUTED POSITION, NOTHING FOUND OR SET THIS SURVEY
- SET 5/8" x 24" IRON REBAR WITH YELLOW PLASTIC CAP, STAMPED "SHEA 2751"
- R1 RECORD DIMENSION PER SURVEY REFERENCE 1
- R2 RECORD DIMENSION PER SURVEY REFERENCE 2
- R4 RECORD DIMENSION PER SURVEY REFERENCE 4
- INST. INSTRUMENT
- BK. BOOK
- PG. PAGE



LOT 3, PORT-VADATA REPLAT  
(BK. 16, PG. 32)  
TAX MAP 5N 28 11  
TAX LOT 2000

LOT 2, PORT-VADATA REPLAT  
(BK. 16, PG. 32)  
TAX MAP 5N 28 14  
TAX LOT 2100

LOT 2, PORT-VADATA REPLAT  
(BK. 16, PG. 32)  
TAX MAP 5N 28 14  
TAX LOT 2100

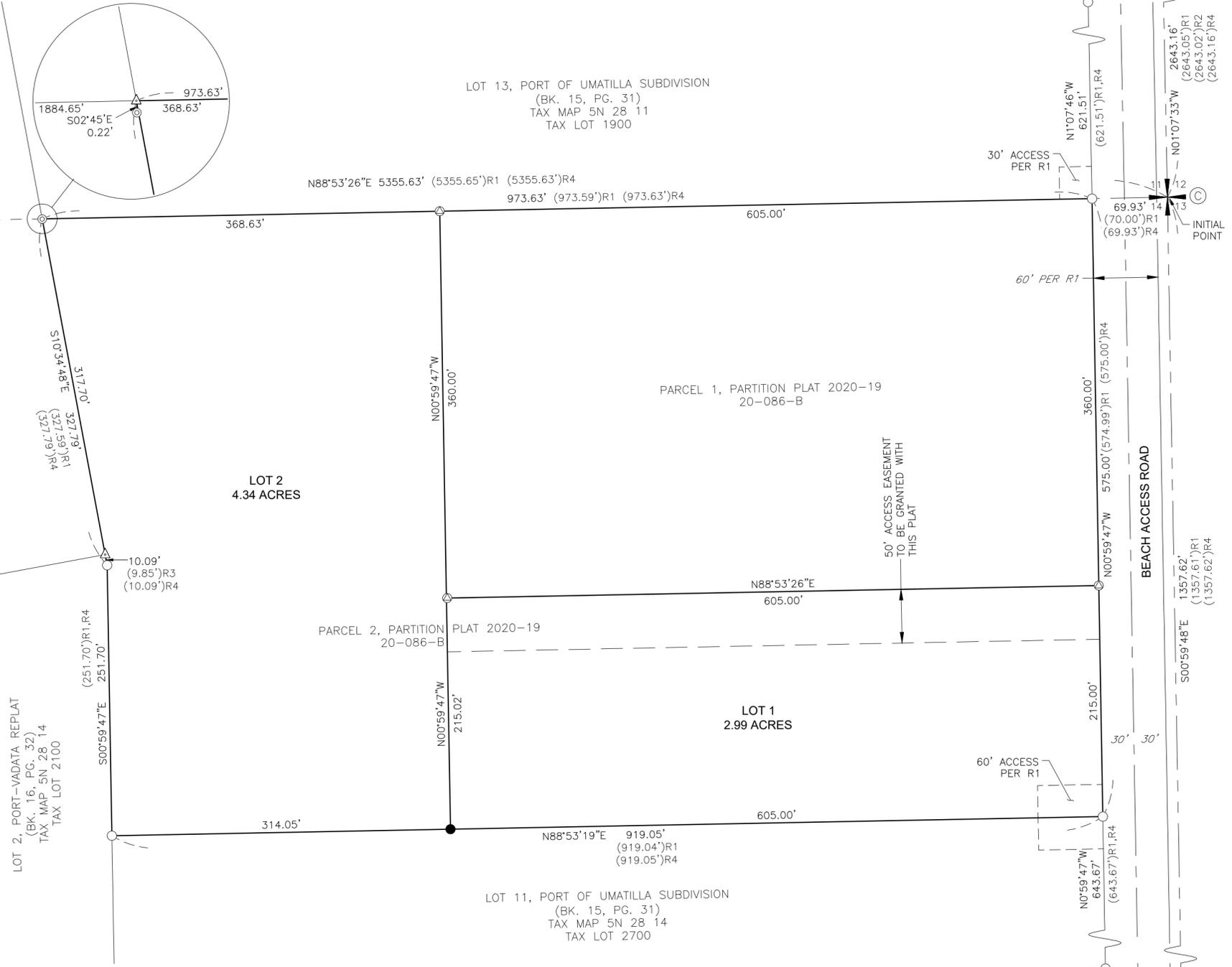
LOT 2, PORT-VADATA REPLAT  
(BK. 16, PG. 32)  
TAX MAP 5N 28 14  
TAX LOT 2100

### SURVEY REFERENCES

- R1: PORT OF UMATILLA SUBDIVISION, BY GREG E. FLOWERS, PLAT BOOK 15, PAGE 31, RECORDED JUNE 28, 2007, RECORDS OF UMATILLA COUNTY, OR.
- R2: PARTITION PLAT NO. 2006-20, BY HARMON E. MCLENDON, PLAT BOOK 20, RECORDED AUGUST 3, 2006, RECORDS OF UMATILLA COUNTY, OR.
- R3: PORT-VADATA REPLAT, BY STUART A. CHISOLM, PLAT BOOK 16, PAGE 32, RECORDED SEPTEMBER 14, 2016, RECORDS OF UMATILLA COUNTY, OR.
- R4: PARTITION PLAT NO. 2020-19, BY JOHN J. SHEA, PLAT BOOK 20, RECORDED OCTOBER 05, 2020, RECORDS OF UMATILLA COUNTY, OR.

### MONUMENT DESCRIPTION TABLE

- NW CORNER OF SECTION 14, T5N, R28E, W.M. FOUND AND HELD 2-1/2" BRASS CAP, STAMPED "UMATILLA COUNTY SURVEYOR" VISITED 08-11-2016
- E1/4 CORNER OF SECTION 11, T5N, R28E, W.M. FOUND AND HELD 3-1/4" ALUMINUM CAP, STAMPED "APA LS 2537 2006" WITH SECTION DESIGNATION AS SHOWN IN SURVEY REFERENCE NO. 2. VISITED 08-11-2016
- NE CORNER OF SECTION 11, T5N, R28E, W.M. FOUND AND HELD 3" BRASS CAP IN CONCRETE, STAMPED "ORPLS 2537 1997" WITH SECTION DESIGNATION. VISITED 08-11-2016
- N1/16 CORNER OF SECTION 14, T5N, R28E, W.M. FOUND AND HELD 3-1/4" ALUMINUM, STAMPED "LS 976". VISITED 08-11-2016



**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**  
PRELIMINARY  
2/23/2022

**OREGON**  
JAN 16, 1996  
JOHN JOSEPH SHEA  
2751LS

RENEWAL DATE: 6-30-2022

I CERTIFY THIS IS AN EXACT COPY OF PARTITION PLAT NO. 2022-

JOHN J. SHEA, PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 2751

|                                  |   |
|----------------------------------|---|
| <br><b>J-U-B ENGINEERS, INC.</b> | 3611 S. Zintel Way<br>Kennewick, WA 99337<br>p   509 783 2144 w   www.jub.com |
|                                  | Dwg Name: 30-22-010_PP<br>Date: February 23, 2022                             |
| Dr: DFG                          | Ch: JJS   |
| Sheet 1 of 2                     |   |

# PARTITION PLAT NO. \_\_\_\_\_

A PARTITION OF PARCEL 2, PARTITION PLAT 2020-19, LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 28 EAST, W.M., CITY OF UMATILLA, UMATILLA COUNTY, OREGON

**NARRATIVE**

THIS PARTITION PLAT WAS PREPARED AT THE REQUEST OF THE CITY OF UMATILLA. THE PURPOSE OF THIS SURVEY AND MAP IS TO ILLUSTRATE THE PARTITION OF PARCEL 2, PARTITION PLAT 2020-19 INTO TWO INDEPENDENT PARCELS; ONE PARCEL CONSISTING OF 2.99 ACRES AND LYING SOUTH OF PARCEL 1, PARTITION PLAT 2020-19, AND THE OTHER PARCEL BEING THE REMAINDER.

ALL PARCEL CORNERS WERE FOUND AT THEIR RECORD POSITION AND HELD. A DETAILED DESCRIPTION OF ALL FOUND AND SET MONUMENTS CAN BE FOUND IN THE LEGEND. THE SURVEY EQUIPMENT USED IN CONJUNCTION WITH THIS SURVEY WAS TWO TRIMBLE R-12i, GNSS DUAL FREQUENCY RECEIVERS, A TRIMBLE S8 ROBOTIC TOTAL STATION AND A TRIMBLE TSC7 DATA COLLECTOR. SEE THE BASIS OF BEARINGS STATEMENT FOR DATUM INFORMATION.

**SURVEYOR'S CERTIFICATE**

I, JOHN J. SHEA, OREGON REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 2751LS, HEREBY CERTIFY THAT I HAVE SURVEYED AND MARKED WITH PROPER MONUMENTS. THE LANDS SHOWN ON THIS PARTITION PLAT IN ACCORDANCE WITH O.R.S. CHAPTER 92, THE EXTERIOR BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF UMATILLA IN UMATILLA COUNTY, OREGON;

PARCEL 2, PARTITION PLAT 2020-19, ACCORDING TO THE PLAT THEREOF, RECORDED AS INSTRUMENT NUMBER 2020-7080825, RECORDS OF UMATILLA COUNTY, OREGON.

CONTAINING 319488.57 SQUARE FEET (7.33 ACRES), MORE OR LESS.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS APPARENT OR OF RECORD.

**DECLARATION**

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_, AUTHORIZED REPRESENTATIVE OF THE CITY OF UMATILLA, THE THE OWNERS OF THE LANDS SHOWN ON THIS LAND PARTITION CASEFILE, THE BOUNDARY OF WHICH IS MORE PARTICULARLY DESCRIBED IN THE ATTACHED SURVEYOR'S CERTIFICATE, HAVE CAUSED THE SAME TO BE SURVEYED, PARTITIONED, AND PLATTED INTO PARCELS AND EASEMENTS AS SHOWN HEREON, AND DO HEREBY SUBMIT FOR RECORD AND APPROVAL SAID PARTITION.

\_\_\_\_\_  
DATE

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ HAS SIGNED THIS INSTRUMENT, ON OATH STATED THAT THEY ARE AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THEIR FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

\_\_\_\_\_  
NOTARY PUBLIC DATE

MY APPOINTMENT EXPIRES \_\_\_\_\_

RESIDING \_\_\_\_\_

**UMATILLA COUNTY ASSESSOR / TAX COLLECTOR**

I HEREBY CERTIFY PURSUANT TO O.R.S. 92.095, ALL AD VALOREM TAXES, SPECIAL ASSESSMENTS, FEES, AND OTHER CHARGES REQUIRED BY LAW TO BE PLACED ON THE 2019-2020 TAX ROLL WHICH MAY BECOME A LIEN ON THIS PARTITION PLAT DURING THIS TAX YEAR, BUT NOT YET CERTIFIED TO THE TAX COLLECTOR FOR COLLECTION, HAVE BEEN PAID.

\_\_\_\_\_  
UMATILLA COUNTY TAX COLLECTOR DATE

**UMATILLA CITY PLANNER**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

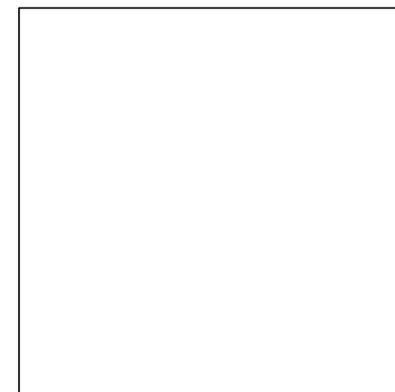
\_\_\_\_\_  
UMATILLA CITY PLANNER DATE

**UMATILLA COUNTY SURVEYOR**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
UMATILLA COUNTY SURVEYOR DATE

# PRELIMINARY



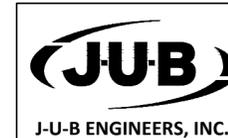
**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**  
PRELIMINARY  
2/23/2022

OREGON  
JAN 16, 1996  
JOHN JOSEPH SHEA  
2751LS

RENEWAL DATE: 6-30-2022

I CERTIFY THIS IS AN EXACT COPY OF PARTITION PLAT NO. 2022-

JOHN J. SHEA, PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 2751



3611 S. Zintel Way  
Kennewick, WA 99337  
p | 509 783 2144 w | www.jub.com

Dwg Name: 30-22-010\_PP

Date: February 23, 2022

Dr: DFG Ch: JJS Sheet 2 of 2

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:**

2022-04-05

**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:**

NA

**Attachments to Agenda Packet Item:**

**Summary Statement:**

None

**Consistent with Council Goals:**

Goal 5 : Perform at the Highest Levels of Operational Excellence

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:**

2022-04-05

**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:**

NA

**Attachments to Agenda Packet Item:**

**Summary Statement:**

None

**Consistent with Council Goals:**

Goal 5 : Perform at the Highest Levels of Operational Excellence

CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

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

**Meeting Date:**

2022-04-05

**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:**

No

**Previously Presented:**

n/a

**Attachments to Agenda Packet Item:**

**Summary Statement:**

N/A

**Consistent with Council Goals:**

Goal 2: Promote Economic Development and Job Growth.