

AGENDA**REGULAR CITY COUNCIL MEETING****OCTOBER 25, 2021****5:30 p.m.****VIA ZOOM**<https://zoom.us/j/93160851764?pwd=VVhUVkpSb1h2aFBhbUtsMEY2bnZHQT09>

Meeting ID: 931 6085 1764

Passcode: 216856

Dial +1 346 248 7799 or +1 669 900 6833

1. CALL TO ORDER
2. ROLL CALL OF COUNCIL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. AUDIENCE PARTICIPATION

During this portion of the meeting, anyone may speak on any subject which does not later appear on the agenda. Five minutes per person will be allowed. If a response by the City is requested, the speaker will be referred to the City Manager for further action. The issue may appear on a future meeting agenda for City Council consideration.

6. CITY MANAGER REPORT
7. CITY COUNCIL REPORTS
8. CONSENT AGENDA

Items of a routine and non-controversial nature are placed on the Consent Agenda to allow the City Council to spend its time and energy on the important items and issues. Any Councilor may request an item be "pulled" from the Consent Agenda and be considered separately. Items pulled from the Consent Agenda will be placed on the Agenda at the end of the "Action Items" section.

- A. Approval of the October 11, 2021 Regular City Council Meeting Minutes

CITY OF THE DALLES

"By working together, we will provide services that enhance the vitality of The Dalles."

9. PUBLIC HEARINGS

- A. Resolution No. 21-022 A Resolution Adopting a Supplemental Budget for Fiscal Year 2021-22, Making Appropriations and Authorizing Expenditures from and Within Various Funds of The City of The Dalles Adopted Budget

10. ACTION ITEMS

- A. Resolution No. 21-023 Adjusting Minimum Employment Level Requirement Pursuant to Section 2 or 3 of HB 2343 (2021) for Powderpure
- B. Approval of Strategic Investment Plan Agreement Between Google, Wasco County, and City of The Dalles; Resolution No. 21-024 Approving the Strategic Investment Program Agreement Between The City of The Dalles and Wasco County (Co-sponsors) and Design, LLC

11. ADJOURNMENT

This meeting conducted VIA Zoom

Prepared by/
Izetta Grossman, CMC
City Clerk

CITY OF THE DALLES

"By working together, we will provide services that enhance the vitality of The Dalles."



CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

(541) 296-5481
FAX (541) 296-6906

AGENDA STAFF REPORT

AGENDA LOCATION: Item #8 A

MEETING DATE: October 25, 2021

TO: Honorable Mayor and City Council

FROM: Izetta Grossman, CMC, City Clerk

ISSUE: Approving items on the Consent Agenda and authorizing City staff to sign contract documents.

- A. **ITEM:** Approval of the October 11, 2021 Regular City Council Meeting Minutes

BUDGET IMPLICATIONS: None.

SYNOPSIS: The minutes of the October 11, 2021 Regular City Council meeting have been prepared and are submitted for review and approval.

RECOMMENDATION: That City Council review and approve the minutes of the October 11, 2021 Regular City Council meeting minutes.

MINUTES

CITY COUNCIL MEETING
OCTOBER 11, 2021
5:30 p.m.

VIA ZOOM
LIVESTREAM VIA City website

PRESIDING: Mayor Pro-tem Tim McGlothlin

COUNCIL PRESENT: Darcy Long, Rod Runyon, Scott Randall, Dan Richardson

COUNCIL ABSENT: None

STAFF PRESENT: City Manager Julie Krueger, Legal Counsel Jonathan Kara, City Clerk Izetta Grossman, Finance Director Angie Wilson, Community Development Director Alice Cannon, Public Works Director Dave Anderson, Police Chief Tom Worthy

CALL TO ORDER

The meeting was called to order by Mayor Mays at 5:30 p.m.

ROLL CALL OF COUNCIL

Roll Call was conducted by City Clerk Grossman. All Councilors present.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem McGlothlin asked Councilor Richardson to lead the Pledge of Allegiance.

Councilor Richardson invited the audience to join in the Pledge of Allegiance.

APPROVAL OF AGENDA

It was moved by Long and seconded by Richardson to approve the agenda as submitted. The motion carried 5 to 0; Long, Richardson, McGlothlin, Runyon, Randall voting in favor; none opposed.

MINUTES
Regular City Council Meeting
October 11, 2021
Page 2

PRESENTATIONS PROCLAMATIONS

Certificate of Recognition – Deputy Talley

Mayor Pro-Tem McGlothlin read the certificate recognizing and thanking her for outstanding service on July 6, 2021.

Officer Talley Thanked the City Council for the recognition.

Sheriff Brad Lohrey said he appreciated the City's recognition of Officer Talley.

Main Street Update - Victoria Davis, Executive Director

Ms. Davis reviewed the report.

She said she was visiting every downtown business to determine the needs of the businesses. She said she was setting up a list of job openings to be posted on the Main Street Facebook page.

Davis said she had met with the Cruise ships to determine how Main Street could best assist them.

In response to a question City Clerk Grossman said the City handled the actual booking of the Dock. She said Main Street was the Shore Agent and handled greeting the passengers and assisting the ships locate services.

AUDIENCE PARTICIPATION

Jim Wilcox, 416 West 7th Street, said he had been working with Codes Enforcement, Animal Control and Law Enforcement for the last year regarding neighbors with 8 blood hounds. Wilcox said the City had done what they could within the City Code. He said the neighbors were breeding the dogs, and they don't clean up after the dogs. Wilcox said the females are now pregnant again leading to even more dogs. He said there is another location down the street with 17 dogs.

He ask Council to please give law enforcement the tools they need to control the number of dogs allowed in City Limits.

Judy Merrill, said she was downtown running errands and needed to use a restroom. She said she went to the Veterans Center, but they were closed. She said the porta potty was in terrible condition and had no way to sanitize her hands.

She asked for more signage indicating where the public restrooms were. She asked if the plan to have an outside entrance to the restroom at the Veterans Service Center was still in the works.

City Manager Krueger thanked Ms. Merrill for bringing this to her attention. She said she would get the porta potty up to acceptable standards.

She said the outside entrance to a restroom had been delayed waiting for ADA engineering. Krueger mentioned the restrooms at the Festival Park were open during daytime hours.

CITY MANAGER REPORT

City Manager Julie Krueger reported she and Community Development Director Cannon would be meeting with the contractor for the visioning process later in the week. She said a lot of work would be done in the winter months.

Krueger said Chief Worthy had applied for and received a grant in the amount of \$74,750 for accreditation of The Dalles Police Department. She said Chief Worthy could provide more information.

She said Finance Director Wilson was working with Mid-Columbia Community Action Council on water and sewer assistance programs.

CITY COUNCIL REPORTS

Councilor Richardson reported:

- Meeting with staff and
- Numerous citizens regarding the Google agreements

Councilor Long reported:

- Meeting with citizens for various topics including the Google agreements
- Citizen with privacy concerns and new development – working with Planning
- Traffic Safety concerns – encouraged citizens to reach out to her as the Council representative

She asked what was being done for a warming shelter this winter.

City Manager Krueger said last she heard all 36 spaces at the pallet shelters were full and an additional space for warming shelter was under investigation.

Councilor Runyon reported:

- Mid-Columbia Veterans Memorial Committee approved more lights on the Memorial

MINUTES

Regular City Council Meeting

October 11, 2021

Page 4

at Kelly View Point; working with Northern Wasco County Parks and Recreation on the project

- Point Man Ministries donated new flags for the memorial
- Local Public Safety Coordinating Council regarding legislation mandating behavioral health services

Councilor McGlothlin reported:

- Working with Navigation Center looking for property
- Shopping carts all over town – would like Council to address the issue
- Airport Board meeting on Thursday

CONSENT AGENDA

It was moved by Richardson and seconded by Long to approve the Consent Agenda as presented. The motion carried 5 to 0 , Richardson, Long, Runyon, McGlothlin, Randall voting in favor; none opposed.

Items approved on the consent agenda were: 1) The minutes of the September 27 , 2021 Regular City Council Meeting.

ACTION ITEMS

Approval of Task Order #14 to allow the Airport to contract the engineer and sub-contractors for the South Apron Rehabilitation and Taxiway Improvement project. AIP Project No. 3-41-0059-018-2021

Columbia Gorge Regional Airport Manager, Jeff Renard reviewed the staff report.

Richardson asked if Renard was ok with adding “in an amount not to exceed \$265,000” to the recommended motion. Renard was.

It was moved by Runyon and seconded by Randall to approve Task Order # 14 Contracting Precision Approach Engineering for the scope of work in the Task order in an amount not to exceed \$265,000. The motion carried 5 to 0; Runyon, Randall, Long, Richardson, McGlothlin voting in favor; none opposed.

Resolution No. 21-020 Authorizing Transfers of Budgeted Amounts Between Categories of Various Funds of the City Of The Dalles Adopted Budget, Making Appropriations and Authorizing Expenditures for Fiscal Year Ending June 30, 2022

MINUTES

Regular City Council Meeting

October 11, 2021

Page 5

Finance Director Angie Wilson reviewed the staff report.

It was moved by Runyon and seconded by Long to adopt Resolution No. 21-020 Authorizing Transfers of Budgeted Amounts between Categories of Various Funds of the City of The Dalles Budget, Making Appropriations and Authorizing Expenditures for Fiscal Year Ending June 30, 2022. The motion carried 5 to 0; Runyon, Long, McGlothlin, Richardson, Randall voting in favor; none opposed.

Resolution No. 21-021 A Resolution Enforcing The Dalles Municipal Code Chapter 2.24 Public Rights of Way and Relating to Encroachment Removal on East 9th Street

Legal Counsel Jonathan Kara reviewed the staff report.

In response to a question Kara said he would be bringing an ordinance to the Council in the next year that would give the City a way to enforce encroachments. He said the new ordinance would eliminate addressing encroachments as they happened.

It was moved by Randall and seconded by Richardson to adopt Resolution No. 21-021, a Resolution Enforcing The Dalles Municipal Code—Chapter 2.24 Public Rights-of-Way and Relating to Encroachment Removal on East 9th Street. The motion carried 5 to 0; Randall, Richardson, Long, Runyon, McGlothlin voting in favor; none opposed.

ADJOURNMENT

Being no further business, the meeting adjourned at 6:29 p.m.

Submitted by/
Izetta Grossman, CMC
City Clerk

SIGNED:

Richard A. Mays, Mayor

ATTEST:

Izetta Grossman, CMC City Clerk



AGENDA STAFF REPORT

AGENDA LOCATION: Public Hearing Item #9A

MEETING DATE: October 25, 2021

TO: Honorable Mayor and City Council

FROM: Angie Wilson, Finance Director

ISSUE: Resolution No. 21-022 Adopting a Supplemental Budget for Fiscal Year 2021/2022, Making Appropriations and Authorizing Expenditures from and within Various Funds of the City of The Dalles Adopted Budget

BACKGROUND: Oregon Budget Law recognizes that after the beginning of the fiscal year, changes in appropriations in the budget sometimes become necessary, and so allows for those changes via supplemental budgets and budget amendments. Supplemental budgets add funds to existing budgets, while budget amendments move already budgeted funds between categories of the same fund without adding to the fund's total budget.

A Public Hearing is required for any supplemental budget that changes a fund by more than 10%. The proposed supplemental budget is more than 10% of the operating budget of either of the affected funds, so a Public Hearing is required.

A notice of the Supplemental Budget is required to be published, and that notice is scheduled to be printed in The Columbia Gorge News on Friday, October 13, 2021.

Resolution No. 21-022 is for a Supplemental Budget for various Public Works Funds.

1) The City's Street Fund (005) has realized an addition \$266,893 in Beginning Fund Balance, with \$20,000 to be allocated to additional street maintenance projects. \$7,500 to be allocated to 9th Street house. \$209,393 for Pavement Preservation Program. \$30,000 for land acquisition; and,

2) City's Transportation System Reserve Fund (013) has realized an additional \$610,373 in Beginning Fund Balance, with a proposed allocation for West 15th St. Reconstruction Project; and,

3) City's Water Fund (051) has realized an additional \$423,494 in Beginning Fund Balance, with \$6,200 to be allocated for the Wicks Well Rehab Project.

\$417,294 to be transferred to the Capital Reserve Fund (053) to be allocated to Dog River Pipeline Project; and,

4) City's Water Capital Reserve Fund (053) has realized additional revenue in Beginning Fund Balance of \$284,452 and additional revenue in from Interfund Transfer from the City's Water Fund for \$417,294, proposed to be allocated to the Dog River Pipeline Project; and,

5) City's Wastewater Fund (055) has realized an additional \$234,268 in Beginning Fund Balance, with proposed allocations \$30,000 for WWTP Maintenance Parts and \$75,000 for Air Piping Replacement. \$129,268 for W 9th St. Sewer Line; and,

6) City's Sewer Special Reserve Fund (56) has realized an additional \$3,553,482 in Beginning Fund Balance, with proposed allocation \$1,558,482 for Westside Interceptor Project and \$1,995,000 for W 2nd St Joint Utilities Project which was postponed form FY 2020/21.

BUDGET IMPLICATIONS: The Supplemental Budget Resolution No. 21-022 increases the Street Fund budget by \$266,893; the Transportation System Reserve Fund by \$610,373; the Water Fund by \$423,494; the Water Capital Reserve Fund by \$701,746; the Wastewater Fund by \$234,268; the Sewer Special Reserve Fund by \$3,553,482.

COUNCIL ALTERNATIVES:

- A. ***Staff Recommendation: Move to Adopt Resolution No. 21-022 Adopting a Supplemental Budget for Fiscal Year 2021/2022, Making Appropriations and Authorizing Expenditures within Various Funds of The Dalles Adopted Budget.***
- B. Council may choose to decline to make any changes to the adopted budget at this time.

RESOLUTION NO. 21-022

A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR FISCAL YEAR 2021/2022, MAKING APPROPRIATIONS AND AUTHORIZING EXPENDITURES FROM AND WITHIN VARIOUS FUNDS OF THE CITY OF THE DALLES ADOPTED BUDGET.

WHEREAS, the City's Street Fund (005) has realized an additional \$266,893 in Beginning Fund Balance, with \$20,000 to be allocated to additional street maintenance projects. \$7,500 to be allocated to 9th Street house. \$209,393 for Pavement Preservation Program. \$30,000 for land acquisition; and,

WHEREAS, City's Transportation System Reserve Fund (013) has realized an additional \$610,373 in Beginning Fund Balance, with a proposed allocation for West 15th St. Reconstruction Project; and,

WHEREAS, City's Water Fund (051) has realized an additional \$423,494 in Beginning Fund Balance, with \$6,200 to be allocated for the Wicks Well Rehab Project. \$417,294 to be transferred to the Capital Reserve Fund (053) to be allocated to Dog River Pipeline Project; and,

WHEREAS, City's Water Capital Reserve Fund (053) has realized additional revenue in Beginning Fund Balance of \$284,452 and additional revenue in from Interfund Transfer from the City's Water Fund for \$417,294, proposed to be allocated to the Dog River Pipeline Project; and,

WHEREAS, City's Wastewater Fund (055) has realized an additional \$234,268 in Beginning Fund Balance, with proposed allocations \$30,000 for WWTP Maintenance Parts and \$75,000 for Air Piping Replacement. \$129,268 for W 9th St. Sewer Line; and,

WHEREAS, the City's Sewer Special Reserve Fund (56) has realized an additional \$3,553,482 in Beginning Fund Balance, with proposed allocation \$1,558,482 for Westside Interceptor Project and \$1,995,000 for W 2nd St Joint Utilities Project which was postponed form FY 2020/21.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. The City Council hereby adopts the Supplemental Budget for FY 21/22, increasing revenues and making appropriations as follows.

Summary of Supplemental Budget-Line Item Detail				
Fund	Resource	Amount	Requirement	Amount
Street Fund (005)	Additional Beginning Fund Balance	266,893	Public Works Dept Program	266,893
	Total New Street Public Works Program Requirements			3,332,295
	Total New Resources	266,893	Total New Requirements	266,893
	New Total all Fund 005 Resources	3,713,416	New Total All Fund 005 Expenditures	3,713,416
Fund	Resource	Amount	Requirement	Amount
Transportation System Reserve Fund (013)	Additional Beginning Fund Balance	610,373	Public Works Dept Program	610,373
	Total New Resources	610,373	Total New Requirements	610,373
	Total New Public Works Department			1,645,728
	New Total all Fund 013 Resources	1,645,758	New Total All Fund 013 Expenditures	1,645,758
Fund	Resource	Amount	Requirement	Amount
Water Fund (051)	Additional Beginning Fund Balance	423,494	Interfund Transfers	417,294
			Public Works Dept Program	6,200
	Total New Resources	423,494	Total New Requirements	423,494
	New Total Interfund Transfers			3,531,731
	Total Public Works Department			3,973,125
	New Total all Fund 051 Resources	7,537,817	New Total All Fund 051 Expenditures	7,537,817

Fund	Resource	Amount	Requirement	Amount
Water Capital Reserve Fund (053)	Additional Beginning Fund Balance	284,452	Public Works Dept Program	701,746
	Interfund Transfers	417,294		
	Total New Resources	701,746	Total New Requirements	701,746
New Total Public Works Department				12,998,878
	New Total all Fund 053 Resources	13,774,027	New Total All Fund 053 Expenditures	13,774,027
Fund	Resource	Amount	Requirement	Amount
Waste Water Fund (055)	Additional Beginning Fund Balance	234,268	Public Works Dept Program	234,268
	Total New Resources	234,268	Total New Requirements	234,268
Total Public Works Department				4,146,324
	New Total all Fund 055 Resources	6,440,946	New Total All Fund 055 Expenditures	6,440,946
Fund	Resource	Amount	Requirement	Amount
Sewer Special Reserve Fund (056)	Additional Beginning Fund Balance	3,553,482	Public Works Dept Program	3,553,482
	Total New Resources	3,553,482	Total New Requirements	3,553,482
New Total Public Works Department				5,179,767
	New Total all Fund 056 Resources	5,886,881	New Total All Fund 056 Expenditures	5,886,881

Section 2. This Resolution shall become effective upon adoption by the City Council and shall remain in effect until receipt and acceptance of the FY 21/22 audit report.

PASSED AND ADOPTED THIS 25th DAY OF OCTOBER, 2021.

Voting Yes, Councilors: _____
Voting No, Councilors: _____
Absent, Councilors: _____
Abstaining, Councilors: _____

AND APPROVED BY THE MAYOR THIS 25TH DAY OF OCTOBER, 2021.

SIGNED:

ATTEST:

Richard A. Mays, Mayor

Izetta Grossman, CMC, City Clerk



MEMORANDUM

SUBJECT: ADJUSTING MINIMUM EMPLOYMENT LEVEL REQUIREMENT PURSUANT TO SECTIONS 2 AND 3 OF HB 2343 (2021) FOR POWDERPURE

TO: BOARD OF COUNTY COMMISSIONERS AND THE DALLES CITY COUNCIL

FROM: MATTHEW KLEBES, ENTERPRISE ZONE MANAGER WITHIN THE DALLES

DATE: 10/12/21

BACKGROUND INFORMATION:

As we all know, businesses throughout Oregon have been severely impacted by the COVID-19 pandemic. Public health safety measures, remote work, supply line issues, reductions in sales, and filling open positions, among other challenges, have all placed a strain on employers. Recognizing these challenges, the Oregon Legislative Assembly enrolled HB 2343 (2021) with an effective date of September 25, 2021. HB 2343 allows sponsors of an Enterprise Zone to waive certain requirements of an agreement in order to allow the business to otherwise remain eligible.

Powderpure, also called Columbia Phyto Technology, entered an Enterprise Zone Agreement in 2017 to cover expanding its existing operations. As part of the expansion, Powderpure enlarged the building and purchased and installed an additional production line. Its abatement began in 2019, and Powderpure saw an increase in employment from 78 to 104 employees. Under the Enterprise Zone Agreement, the minimum number of jobs to be created to is 8; in other words, Powderpure needs to maintain 86 employees to remain eligible.

According to Powderpure's 2021 reporting, its employment has dropped to approximately 67. Included with this agenda item will be a presentation by Powderpure outlining the impacts of COVID-19 on their operations and, more specifically, the difficulties it has had in maintaining the required number of employees as contemplated by the Enterprise Zone Agreement.

With the passage of HB 2343, Oregon law allows the Sponsors (City of The Dalles and Wasco County) to pass a resolution setting a new employment minimum to allow Powderpure to maintain its exemption. Included in your packet is such a resolution setting a new employment minimum of 50 employees for the 2021-2022 year.

The Enterprise Zone Agreement with Powderpure was entered into under "The Dalles/Wasco County Enterprise Zone" where the City of The Dalles and Wasco County were the Sponsors. As such, the decision on this resolution rests with the City of The Dalles and Wasco County. The current zone, "Wasco County Joint Enterprise Zone" was predesignated in 2018, and comprises Wasco County, the Port of The Dalles, and every city located in Wasco County.

To take effect, this resolution must be passed by both Sponsors before November 9, 2021. HB 2343 also permits Sponsors the option to take a similar action applying to 2022-2023. This additional resolution would need to be passed on or before June 30, 2022.

Enrolled
House Bill 2343

Sponsored by Representatives BONHAM, LIVELY, Senator FINDLEY; Representatives BOSHART
DAVIS, DRAZAN, HAYDEN, KROPF, LEVY, MORGAN, NOBLE, RESCHKE (Presession filed.)

CHAPTER

AN ACT

Relating to local government authority to suspend enterprise zone employment requirements; and
prescribing an effective date.

Be It Enacted by the People of the State of Oregon:

SECTION 1. Sections 2 to 4 of this 2021 Act are added to and made a part of ORS 285C.050
to 285C.250.

SECTION 2. (1)(a) Notwithstanding ORS 285C.203 (1)(a), the governing body of a sponsor
may adopt a resolution to suspend, as provided in ORS 285C.203, the obligation of a qualified
business firm to meet the employment requirements of ORS 285C.200 if the reduced em-
ployment or financial distress of the firm is a result of the COVID-19 pandemic for which the
Governor declared a state of emergency on March 8, 2020.

(b) A resolution may be adopted pursuant to this subsection under any procedures or
authority permitted under state and local law applicable in a declared public health emer-
gency.

(c) A resolution adopted pursuant to this subsection must set forth criteria for estab-
lishing that the COVID-19 pandemic prevented the qualified business firm from meeting the
employment requirements of ORS 285C.200, including:

- (A) Compliance with mandatory public health safety measures or closures;
- (B) Mandatory limitations on facility capacity;
- (C) A decrease in receipts;
- (D) A reduction in sales;
- (E) Disruption of the firm’s access to markets or supply chains; or
- (F) Other factors attributable to the COVID-19 pandemic.

(d) A resolution adopted pursuant to this subsection is not subject to the alternative
deadline in ORS 285C.203 (3)(a)(B).

(2)(a) The resolution described in subsection (1) of this section is not effective unless
adopted by the governing body of the enterprise zone on or before the later of June 30 im-
mediately preceding the property tax year for which suspension is sought or 45 days follow-
ing the effective date of this 2021 Act.

(b) The resolution may provide that the suspension applies to either or both of the
property tax years beginning on July 1, 2021, and July 1, 2022.

(3) A resolution for suspension adopted pursuant to this section has the following effects:

(a) Tolling the deadline for claiming exemption for additional property under ORS
285C.225 (3)(b) until after the period of suspension has ended, if so provided in the resolution.

(b) Converting the denial under ORS 285C.175 of an exemption on qualified property that would otherwise have begun on July 1, 2021, into a one-year period of suspension beginning on that date.

(4) Any curtailment of operations that is permitted under a resolution adopted pursuant to this section is not subject to ORS 285C.240 (1)(b).

SECTION 3. (1) The qualified property of an authorized business firm may be granted an exemption, or continuation of an exemption, under ORS 285C.175 notwithstanding the fact that the firm does not meet the qualifications under ORS 285C.200 (1)(c), (d) or (e) or (2) if the failure of the firm to meet the qualifications is a result of the COVID-19 pandemic for which the Governor declared a state of emergency on March 8, 2020, and:

(a) The governing body of the sponsor adopts a resolution, on or before the later of June 30 immediately preceding the property tax year for which exemption is sought or 45 days following the effective date of this 2021 Act, that sets forth:

(A) Procedures for allowing the sponsor to grant the exemption;

(B) Standards for establishing a minimum number of employees of an authorized business firm; and

(C) Criteria for establishing that the COVID-19 pandemic prevented the authorized business firm from meeting the qualifications under ORS 285C.200 (1)(c), (d) or (e) or (2), including:

(i) Compliance with mandatory public health safety measures or closures;

(ii) Mandatory limitations on facility capacity;

(iii) A decrease in receipts;

(iv) A reduction in sales;

(v) Disruption of the firm's access to markets or supply chains; or

(vi) Other factors attributable to the COVID-19 pandemic;

(b) A copy of the resolution is provided to the county assessor, the Department of Revenue and the Oregon Business Development Department within 30 days following the adoption of the resolution;

(c) Within 30 days following the date on which the sponsor grants the exemption, the sponsor provides the county assessor with written notice that the exemption has been granted; and

(d) The authorized business firm satisfies the requirements established under the resolution adopted pursuant to this subsection and any otherwise applicable requirements under ORS 285C.050 to 285C.250, including, but not limited to, filing a claim that contains employment data for purposes of ORS 285C.220.

(2) A resolution may be adopted pursuant to subsection (1) of this section under any procedures or authority permitted under state and local law applicable in a declared public health emergency.

(3) A resolution adopted pursuant to subsection (1) of this section may grant an exemption, or continuation of an exemption, for property tax years beginning on or after July 1, 2021, and before July 1, 2023.

(4) Failure of an authorized business firm to meet any requirement adopted pursuant to subsection (1) of this section shall be subject to the notice requirements and disqualification of the authorized business firm's qualified property under ORS 285C.240, unless the firm satisfies the requirements of ORS 285C.200 without the exceptions allowed under subsection (1) of this section.

(5) Any curtailment of operations that is permitted under a resolution adopted pursuant to this section is not subject to ORS 285C.240 (1)(b).

(6) A county assessor is not obligated to verify compliance of an authorized business firm with any requirement imposed on the firm by a sponsor pursuant to this section.

(7) The governing body of a sponsor that adopts a resolution pursuant to subsection (1) of this section shall submit a written report to the Oregon Business Development Department detailing the implementation of the resolution.

SECTION 4. (1) This section applies to:

(a) A qualified business firm to which a resolution to suspend adopted pursuant to section 2 of this 2021 Act applies; and

(b) An authorized business firm whose qualified property is exempt under a resolution adopted pursuant to section 3 of this 2021 Act.

(2)(a) Notwithstanding ORS 285C.240 (6)(b), the sponsor that adopted the applicable resolution and that collected from the business firm under ORS 285C.240 (6)(a) an amount equal to the property taxes for qualified property of the business firm that would otherwise have been due for the assessment years beginning on January 1, 2020, or January 1, 2021, may refund to the business firm, without interest, all or any part of the amount so collected.

(b) The notice given by the business firm to the county assessor under ORS 285C.240 (1) with respect to paragraph (a) of this subsection shall not count as the first notice given by the business firm for purposes of ORS 285C.240 (6)(c).

SECTION 5. Sections 2 and 3 of this 2021 Act are repealed on the date that is one year following the date on which the declaration of a state of emergency issued by the Governor on March 8, 2020, and any extension of the declaration, is no longer in effect.

SECTION 6. This 2021 Act takes effect on the 91st day after the date on which the 2021 regular session of the Eighty-first Legislative Assembly adjourns sine die.

Passed by House June 1, 2021

Received by Governor:

Repassed by House June 24, 2021

.....M.,....., 2021

Approved:

.....
Timothy G. Sekerak, Chief Clerk of House

.....M.,....., 2021

.....
Tina Kotek, Speaker of House

.....
Kate Brown, Governor

Passed by Senate June 23, 2021

Filed in Office of Secretary of State:

.....M.,....., 2021

.....
Peter Courtney, President of Senate

.....
Shemia Fagan, Secretary of State

RESOLUTION NO. 21-023

**A RESOLUTION ADJUSTING MINIMUM EMPLOYMENT LEVEL REQUIREMENT
PURSUANT TO SECTIONS 2 AND 3 OF HB 2343 (2021) FOR POWDERPURE**

WHEREAS, the City of The Dalles and Wasco County are co-sponsors The Dalles/Wasco County Enterprise Zone; and

WHEREAS, initial or continuing exemption of qualified property in the enterprise zone by the authorized/qualified business firm Powderpure is subject to denial or disqualification by the County Assessor due to Powderpure’s failure to meet requirements under ORS 285C.200(1)(c) for the number of its employees on or before date of filing initial exemption claim or for substantial curtailment under ORS 285C.210; and

WHEREAS, Chapter 522, Oregon Laws 2021 (Enrolled House Bill 2343-C, “HB 2343”) allows enterprise zone sponsors to remedy such situations arising from distress caused by the COVID-19 pandemic for the 2021–2022 and 2022–2023 tax years by either suspending the exemption period to resume later under ORS 285C.203, or by temporarily waiving requirements and by setting a minimum employment level lower than normal statutory requirements the business firm must otherwise maintain, including but not limited to the remaining period of a resumed exemption; and

WHEREAS, sponsor resolution(s) must be adopted within 45 days of the law’s effective date (September 25, 2021) for purposes of the 2021–2022 tax year, or by June 30, 2022, for the 2022–2023 tax year, which is also the date when HB 2343 is repealed; and

WHEREAS, the pandemic-related reasons or criteria that prevented Powderpure from meeting employment requirements are established as described below:

- Compliance with mandatory public health safety measures or closures;
- Mandatory limitations on facility capacity;
- Disruption of the firm’s access to markets or supply chains; and
- Difficulties in securing new employees.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF THE DALLES
RESOLVES AS FOLLOWS:**

Section 1. Under HB 2324, due to COVID-19 impacts, the number of employees Powderpure must have on average in the enterprise zone at a minimum consistent with ORS 285C.210, during 2021-2022 tax year, shall be no less than 50 employees.

Section 2. This resolution makes no such adjustment for the 2022-2023 tax year, and without further action, the conditions of the original enterprise zone agreement resume.

Section 3. The County Assessor, Department of Revenue, and Oregon Business Development Department shall receive copies of this resolution within 30 days of its adoption.

Section 4. This resolution takes effect upon its adoption.

PASSED AND ADOPTED THIS 25th DAY OF OCTOBER, 2021

Voting Yes, Councilors: _____
Voting No, Councilors: _____
Absent, Councilors: _____
Abstaining, Councilors: _____

AND APPROVED BY THE MAYOR THIS 25th DAY OF OCTOBER, 2021

SIGNED:

ATTEST:

Richard A. Mays, Mayor

Izetta Grossman, CMC, City Clerk



MEMORANDUM

SUBJECT: Strategic Investment Program (SIP) Agreement

TO: WASCO COUNTY BOARD OF COMMISSIONERS AND THE CITY OF THE DALLES CITY COUNCIL

FROM: MATTHEW KLEBES, ADMINISTRATIVE SERVICES DIRECTOR

DATE: 10/12/21

SUMMARY

As our community is well aware, Google has current enterprise zone agreements under The Dalles/Wasco County Enterprise Zone, the earliest of which was signed in 2005. Under these agreements Google has invested millions of dollars in the development of multiple data centers and contributed to the creation of hundreds of direct and indirect jobs in our community. The first of these enterprise zone agreements is approaching its 15 year end, after which the first development will return to the tax rolls.

Google is interested in continuing to invest in The Dalles. The City of the Dalles and Wasco County have been approached by Google seeking a Strategic Investment Program (SIP) agreement administered by Business Oregon for the development of property they have privately purchased primarily consisting of the former aluminum plant site.

The Strategic Investment Program was created by the State of Oregon in, "...the 1990s to induce large, capital-intensive facilities to locate and grow anywhere in Oregon". It provides up to 15 years of partial tax abatement for a project and is similar to an Enterprise Zone but is distinct in several key ways, most notably in that portions of the development are taxed as normal as well as a prescribed Community Service Fee based on tax savings. Google has expressed that a SIP agreement is a linchpin in the development of this site moving forward. City and County staff were also in agreement that using the SIP program instead of the enterprise zone program better aligned with community feedback.

PAST STEPS

A summary of the Strategic Investment Program itself as well as an initial term sheet for the required local agreement were presented at a public hearing held by the Wasco

County Commission on February 17, 2021. This was followed by a public presentation to the City of The Dalles Council on February 22, 2021.

This item was again brought to the Wasco County Commission for further discussion on March 3, 2021 and to the City of The Dalles Council on March 8, 2021. After these meetings were concluded staff worked with Google representatives and City and County legal counsel to address outstanding items and finalize the agreement included today in your packet. This effort included substantial research and due diligence on other SIP agreements around the State.

KEY COMPONENTS

- Agreement covers up to two distinct SIP projects
- Provides a total maximum 25 year window for two projects, each with a maximum 15 years of partial tax abatement before returning to full tax.
- A one-time 3 million dollar initial payment to the City and County for each project during construction
- State prescribed taxes tied to the total investment of each project
- State prescribed Community Service Fee (CSF) for each project
- Guaranteed Annual Payment (GAP) for each project
 - The GAP is based on a percentage of total property tax equal to the combined payments of statutory property tax, CSF, and GAP
 - The GAP for Project 1 will be based on 50% of property tax due if there was no SIP agreement /Project 2 will be based on 60%.
 - Please see Exhibit A of the agreement for an example calculation
- Transfer of 35 acres of property from Google to the County
- Right of First Refusal giving the City and County the option to purchase the property from Google should they cease operations for up to 10 years after the completion of the final abatement along with a \$500,000 credit for each developed project to offset potential demolition and redevelopment costs.

NEXT STEPS

Once the local agreement has been finalized, Google will apply to Business Oregon who shall determine if the project(s) are eligible under ORS 285C.606. Per OAR 123-623-1400(7) an application shall be submitted no later than 30 days after the County has approved the project(s).

Following the approval of the SIP applications by Business Oregon a local process will begin to finalize the distribution of the Community Service Fee (CSF). This will culminate in a formal agreement approved by Wasco County, City of The Dalles, and Local Taxing Districts listed in ORS 198.010 or 198.180, which account for at least 75% of property tax authority.

Currently, it is the recommendation of the negotiation team that the CSF be proportionally distributed to all relevant tax districts according to the sum of each district's permanent and local option (levy) rate authority, but excluding bonded indebtedness.

Also following approval of the SIP applications by Business Oregon, and finalization of a purchase and sale agreement, approximately 35 acres of land shall be transferred, at no cost, to the County. A decision on how these developable acres may be used has not been made at this time.

ACTION

If they so choose, the County Commission and City Council will each need to pass a respective resolution (included in your packet) approving the local agreement covering each SIP application. Following approval of the agreement, a letter from the County Commission requesting determination by the Oregon Business Development Commission that the projects are eligible under the SIP program will need to be submitted.

OREGON STRATEGIC INVESTMENT PROGRAM AGREEMENT

The City of The Dalles, a political subdivision of the State of Oregon (the “City”), Wasco County, a political subdivision of the State of Oregon (the “County”), and Google LLC, a Delaware limited liability company, Design, LLC, a Delaware limited liability company, and Moraine Industries LLC, a Delaware limited liability company (Google, LLC, Design, LLC, and Moraine Industries LLC collectively referred to herein as the “Company”) hereby enter into this agreement (this “Agreement”) effective as of the date of the last signature below (the “Effective Date”).

RECITALS

A. The Company or an Affiliate of the Company proposes to build and operate data center projects within the County that will support the Company’s data center operations.

B. The Oregon Legislature has established the Strategic Investment Program (“SIP”) to promote industrial competitiveness and to improve employment in the areas where projects are to be located by encouraging businesses engaged in projects to hire local employees. The SIP provides a mechanism for local governments to enter into agreements with companies in key industries to attract and retain long-term investment and employment.

C. The City, the County, and the Company acknowledge that the Site (as defined below) is located in a “rural area” as defined in ORS 285C.600(6).

D. The City, the County, and the Company intend that this Agreement will satisfy the requirements described in ORS 285C.609(4) and that each Project (as defined below) will qualify for the property tax incentives described in ORS 307.123, will be a separate “eligible project” as that term is used in ORS 285C.600(2), and will have its own Exemption Period (as defined below).

E. The City, the County, and the Company have provided and/or will provide public information and an opportunity for public input regarding the Projects and this Agreement at formal public hearings.

F. The Company will enter into a First Source Hiring Agreement consistent with the Strategic Investment Program application requirements described in OAR 123-623-1500.

AGREEMENT

The City, the County, and the Company hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms have the following meanings:

“Affiliate” means the Company and any other entity that, directly or indirectly through one or more intermediaries, is controlled by, or is under common control with Google, LLC.

“Agent” means Wasco County.

“Agreement” has the meaning set forth in the Preamble.

“Bona Fide Offer” has the meaning set forth in Section 6.2.2.

“CIP Exemption” means the exemption for commercial facilities under construction under ORS 307.330.

“CIP Period” means the Tax Year or Tax Years during which the Project is exempt from taxation pursuant to ORS 307.330.

“City” has the meaning set forth in the Preamble.

“City Decision Notice” has the meaning set forth in Section 6.2.3.

“City Decision Period” has the meaning set forth in Section 6.2.3.

“Community Service Fee” has the meaning set forth in Section 3.4.

“Company” has the meaning set forth in the Preamble.

“County” has the meaning set forth in the Preamble.

“County Decision Notice” has the meaning set forth in Section 6.2.3.

“County Decision Period” has the meaning set forth in Section 6.2.3.

“Data Center” means a building primarily intended to house a group of networked server computers for the purpose of centralizing the storage, management and dissemination of data and information pertaining to one or more businesses. For the avoidance of doubt, a Data Center does not include a warehouse, an office building, or any other equipment or buildings used for electrical and mechanical utility services or any other use that support the Data Center. A Data Center that is built with contiguous walls and roof and placed into service in phases will be treated as a single Data Center. For purposes of this Agreement, a single Data Center cannot have a total footprint of more than 500,000 square feet and total building square footage of more than 1,000,000 square feet unless otherwise agreed to by the parties.

“Effective Date” has the meaning set forth in the Preamble.

“Exemption Period” means, with respect to each Project and subject to ORS 307.123, the fifteen consecutive Tax Years beginning the first Tax Year after the earlier to occur of the following dates: (i) the date such Project is initially certified for occupancy or (ii) the expiration of the CIP Exemption for such Project. The Exemption Periods for the Projects shall end no later than the day before the earlier of (i) the 20th anniversary of the first day of the first Tax Year in the Exemption Period for Project 1 or (ii) the 25th anniversary of the first Tax Year beginning on or after the approval of the SIP Applications by the OBDC.

“Exempt Property” means the property in each Project described in ORS 307.123(2)(c).

“GAP Amount” means, for each Project and any Tax Year in the Exemption Period for the Project, the Total Annual Payment Amount minus the sum of the Property Tax Payment and the Community Service Fee.

“GAP Payment” has the meaning set forth in Section 3.5.

“Initial Payment” has the meaning set forth in Section 3.2.

“Non-Exempt Property” means the property in each Project described in ORS 307.123(2)(b).

“OAR” means the Oregon Administrative Rules.

“OBDC” means the Oregon Business Development Commission.

“Offer Notice” has the meaning set forth in Section 6.2.2.

“ORS” means the Oregon Revised Statutes.

“Payment Date” means, for any Tax Year, December 31 of that Tax Year or, if later, thirty (30) days after the Company’s receipt of the Payment Notice.

“Payment Notice” has the meaning set forth in Section 4.3.

“Permitted Transfer” has the meaning set forth in Section 6.2.6.

“Project” means Project 1 or Project 2.

“Project 1” means all property located at the Project 1 Site (including the Project 1 Site) during the term of this Agreement, including during the construction or operation of the property and including all land, buildings (including but not limited to a warehouse), substations, real property machinery and equipment, and personal property of any kind as specified in ORS 307.123(2)(b). Project 1 must include exactly one Data Center. The City, the County, and the Company may amend the definition of “Project 1” by mutual written agreement of the parties. Project 1 may be built over a period of time.

“Project 1 Site” means the portion of the Site designated by the Company as the “Project 1 Site” as more fully described in Exhibit B, as such designation may be amended pursuant to Section 4.2.

“Project 2” means all property located at the Project 2 Site (including the Project 2 Site) during the term of this Agreement, including during the construction or operation of the property and including all land, buildings (including a warehouse), substations, real property machinery and equipment, and personal property of any kind as specified in ORS 307.123(2)(b). Project 2 must include exactly one Data Center. The City, the County, and the Company may amend the definition of “Project 2” by mutual written agreement of the parties. Project 2 may be built over a period of time.

“Project 2 Site” means the portion of the Site (other than the Project 1 Site) designated by the Company as the “Project 2 Site” as more fully described in Exhibit C, as such designation may be amended pursuant to Section 4.2.

“Property Tax Payment” has the meaning set forth in Section 3.3.

“Purchase Agreement” has the meaning set forth in Section 6.2.3.

“ROFR” has the meaning set forth in Section 6.2.

“ROFR Period” has the meaning set forth in Section 6.2.

“ROFR Property” means (a) Lot 3, NORTHWEST ALUMINUM SUBDIVISION, a plat, dated November 30, 2017 as recorded on December 6, 2017 under Microfilm No. 2017-004778, Plat No. 2017-0016, Slide No. D 155A, Wasco County Records lying in Sections 28 and 29, Township 2 North, Range 13 East of the Willamette Meridian, the City of the Dalles, Wasco County, State of Oregon, and/or (b) Parcel 2 of Partition Plat recorded November 19, 2015 under Microfilm No. 2015-004543, Plat No. 2015-0015, Slide No. D-135B, Wasco County Records, containing 73.03 acres, more or less, along with any real property improvements constructed on either of the same, but shall not include (i) any property transferred to a power company for a switchyard, substation or switching station, (ii) any property transferred to the City for a sewer lift station and water or sewer utility improvements, (iii) any property dedicated as right of way, and (iv) the Transferred Property.

“SIP” has the meaning set forth in the Preamble.

“SIP Applications” means the applications for the exemption pursuant to ORS 307.123 for Project 1 and Project 2 which shall be filed by Company on or before the deadline imposed by OAR 123-623-1400.

“SIP Payments” means the Initial Payments, the Community Service Fees, the Property Tax Payments, and the GAP Payments.

“Site” means the land specified in Exhibit D excluding the Transferred Property.

“Tax Year” means the property tax year beginning July 1 and ending June 30.

“Total Annual Payment Amount” means (i) for Project 1 and any Tax Year in the Exemption Period for Project 1, the greater of (a) fifty (50) percent of the property taxes that would, but for the exemption pursuant to ORS 307.123(2), be due with respect to Project 1 for the Tax Year or (b) \$3,000,000; and (ii) for Project 2 and any Tax Year in the Exemption Period for Project 2, the greater of (a) sixty (60) percent of the property taxes that would, but for the exemption pursuant to ORS 307.123(2), be due with respect to Project 2 for the Tax Year or (b) \$3,000,000. It is the intent of the parties that, for each Tax Year and each Project, the Total Annual Payment Amount will equal the aggregate amounts of the Property Tax Payment, the Community Service Fee, and the GAP Payment. An example of the calculation of the Total Annual Payment Amount, the Property Tax Payment, the Community Service Fee, and the GAP Payment is included in Exhibit A.

“Transfer Agreement” has the meaning set forth in Section 3.1.

“Transferred Property” has the meaning set forth in Section 3.1.

ARTICLE 2 EXEMPTION

2.1 Exemption. Pursuant to ORS 307.123(2)(c), and subject to Section 5.1, the Exempt Property in each Project shall be exempt from property tax during the Exemption Period for the Project. Each Project shall be a separate “eligible project” as that term is used in ORS 285C.600(2).

ARTICLE 3 PAYMENTS

3.1 Land. Following the approval of the SIP Applications by the OBDC, the Company shall transfer, at no cost to the County, a parcel of land with a minimum of thirty-five (35) acres in the approximate area shown on Exhibit E (the “Transferred Property”) to the County pursuant to the terms of and timing set forth in a commercially reasonable mutually agreeable agreement of purchase and sale by and between the County and the Company for the transfer of the Transferred Property “as is” with no representations or warranties (the “Transfer Agreement”). The Company agrees to provide copies of its due diligence materials for the Transferred Property to the County for review. The exact acreage, not less than thirty-five (35) and configuration of the Transferred Property will be determined by the Company based on the Company’s plans for the development of Project 1, Project 2, its warehouse, and any utility infrastructure improvements.

3.2 Initial Payment. Within 60 days after the Company has submitted the first Tax Year’s CIP Exemption form for the Data Center in each Project but no later than 60 days after issuance of the Certificate of Occupancy for each Project, the Company shall pay the Agent \$3,000,000 (the “Initial Payment”).

3.3 Property Tax. Pursuant to ORS 307.123(2) the Company shall pay property tax with respect to the Non-Exempt Property for each Project during the Exemption Period for the Project (the “Property Tax Payment”).

3.4 Community Service Fee. Pursuant to ORS 285C.609(4)(b) and (c), on or before the Payment Date for each Tax Year during the Exemption Period for each Project, the Company shall pay to the Agent an amount equal to twenty-five percent (25%) of the property taxes that would, but for the exemption pursuant to ORS 307.123(2)(c), be due with respect to the Project for the Tax Year, except that such amount shall not exceed \$2,500,000 for that Project for any Tax Year (the “Community Service Fee”).

3.5 GAP Payment. On or before the Payment Date for each Tax Year during the Exemption Period for each Project, the Company shall pay to the Agent an amount equal to the GAP Amount for such Project for the Tax Year (the “GAP Payment”).

3.6 Underpayments. If the Company fails to pay any portion of the SIP Payments for a Tax Year by the Payment Date for that Tax Year, interest shall be charged on the past due balance in the same amount as is provided by Oregon law for late payment of ad valorem property taxes.

3.7 Overpayments. If the Company pays an amount in excess of amounts owed under this Agreement for any Tax Year, the City and the County shall either refund the excess or return the incorrect payment and request that the Company reissue payment in the correct amount. Notwithstanding the previous sentence, if the Company successfully challenges the real market value, maximum assessed value, or other value of any Project for any Tax Year, and such challenge results in a reduction in value that in turn results in a reduction in the amount of SIP Payments owed for the Tax Year, the City and the County may either credit the reduced SIP Payments against future amounts owed by the Company under this Agreement or refund any excess to the Company (but, to the extent no further amounts are owed by the Company under this Agreement, the City and the County shall refund any such excess to the Company). In any event of returned payment, the Assessor shall establish a schedule for payment that provides payment without undue delay and pursuant to Oregon Revised Statutes.

3.8 Disposition of Payments. As between (a) the City and the County and (b) the Company, the City and the County shall be solely responsible for the disposition of the SIP Payments. The Company shall have no liability or obligation to any person other than the City and the County with respect to the SIP Payments. The Company shall also not be responsible for the payment of any taxes, fees, or other payments imposed for land use approvals, permits or other governmental approvals necessary for the construction or operation of the Projects during the Exemption Periods, if such taxes, fees, or other payments are imposed by: (a) the City, (b) the County, or (c) any taxing district or other governmental entity that is exclusively governed by the City or the County (including any local taxing district described in ORS 285C.609(6)(a)(B)). Except as expressly exempted by this Agreement, and notwithstanding anything in the prior sentence to the contrary, nothing contained herein is intended to excuse the Company from any tax, fee, payment of general applicability or payment otherwise required by law, local ordinance or pursuant to this Agreement, including payments related to the SIP for the Projects.

ARTICLE 4 SIP NOTICES

4.1 Property Tax Filings. During the CIP Period and the Exemption Period for each Project, the Company shall file with the County Assessor or the Oregon Department of Revenue, as applicable, such information and reports as are required by law and shall promptly provide copies of such information to the County Assessor. Company shall collaborate with the County Assessor and Oregon Department of Revenue in fulfilling any and all statutory duties of Company.

4.2 Designation of Site. Within the Site the Company may make changes to the designation of the portion of the Site that will be the Project 1 Site or the portion of the Site that will be the Project 2 Site by providing written notice to the County, and such designation shall be effective for the first Tax Year following the first January 1 after delivery of such notice, except

that such changes in designation may not be effective for Tax Years beginning after the earlier of (i) the first Tax Year of the CIP Period for Project 2 or (ii) the first Tax Year of the SIP Exemption Period for Project 2.

4.3 County Notices. For each Tax Year in the Exemption Period, the County shall provide the Company with a notice of payment by December 1 of that Tax Year that specifies the SIP Payments due, if any, for the Tax Year, describes the calculations of such amounts due, provides documentation supporting such calculations, and specifies the Payment Date (the “Payment Notice”).

4.4 Termination Notice. If Project 1 has not achieved commercial operation by the fifth tax year after the Effective Date, or the OBDC has not determined that the property in the Projects shall receive the tax exemption in ORS 307.123, the Company may terminate this agreement by providing written notice to the County to that effect. Notwithstanding the previous sentence, 3.1, 8.9, 8.10, and Article 7 shall survive such termination.

ARTICLE 5 FAILURES TO MAKE PAYMENTS

5.1 Loss of Exemption. After the Payment Notice, if the Company does not timely pay any portion of the SIP Payments for a Project for any Tax Year, does not pay any such outstanding amount and any applicable interest pursuant to Section 3.6 by the end of such Tax Year, and does not pay any such outstanding amount and any applicable interest pursuant to Section 3.6 within forty-five (45) days following notice from the County specifying the amount due and failure to pay such amount due will cause a loss of the exemption set forth in this Agreement, the Exempt Property for such Project (i) shall not be exempt from taxation pursuant to ORS 307.123 for the next Tax Year and any subsequent Tax Year in which the Company has not paid such amount and any applicable interest pursuant to Section 3.6 by the Payment Date for that Tax Year and (ii) shall be assessed and taxed as other similar property is assessed and taxed.

5.2 Payments Upon Lost Exemption. Notwithstanding anything in this Agreement to the contrary, if pursuant to Section 5.1 or otherwise the Exempt Property in any Project is not exempt from taxation pursuant to ORS 307.123 for any Tax Year during the Exemption Period for such Project, the Company shall not be required to pay the SIP Payments (other than the Property Tax Payment) for that Project for that Tax Year.

ARTICLE 6 ASSIGNMENTS; RIGHT OF FIRST REFUSAL

6.1 Assignments. The Company may sell, transfer, assign, pledge, mortgage, hypothecate, or otherwise dispose of and encumber all or any of its rights, title, and interests in, to, and under this Agreement with respect to either Project to any lender (or other financing party) as security for the performance of its obligations under any loan agreement with such lender (or financing agreement with such financing party), to any Affiliate or other entity formed for the purpose of developing, constructing, owning, or operating such Project, and to any lessee or third party purchaser, (subject to the County’s ROFR as set forth in Section 6.2 below) of such

Project, without the consent of the City or the County, as long as such successor owner assumes and agrees to be bound by this Agreement and provided that Company remain bound by all of the terms of this Agreement unless the County and City consent in writing to release Company, which consent may not be unreasonably withheld. In such an event, the Company or the Company's assignee, as the case may be, will provide written notice to the other party of such assignment or pledge as promptly as practicable. The City and the County shall execute and deliver and furnish such consents, documents, certificates, opinions of counsel, and other instruments and information which any lender or financing party may reasonably request as a condition to the financing or refinancing of such Project. Except as set forth in this Article 6, neither this Agreement nor any rights under this Agreement, in whole or in part, shall be assignable or otherwise transferable by any party without the express written consent of the other party, and any attempt by any party to assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party, shall be null and void.

6.2 Right of First Refusal. Except with respect to a Permitted Transfer (as defined below), beginning on the first day of the Exemption Period for Project 1 until the earlier of ten (10) years after (i) the expiration of the Exemption Period for Project 2 (or Project 1 if there is no Project 2), or (ii) the earlier termination of this Agreement by either party hereto (as applicable, the "ROFR Period"), if a Data Center is no longer being operated on the ROFR Property, the County or City shall have a right of first refusal ("ROFR") to purchase the ROFR Property, or any portion of the ROFR Property, in accordance with the terms and conditions of this Section 6.2.

6.2.1 Recording. The ROFR and provisions of this Section 6.2 shall be recorded in the chain of title of the ROFR Property by Company in substantially the same form as Exhibit E.

6.2.2 In the event that during the ROFR Period, the Company receives a bona fide offer to purchase the ROFR Property, or any portion of the ROFR Property, that the Company intends to accept, which is not a Permitted Transfer (each a "Bona Fide Offer"), the Company shall provide notice and a copy of such Bona Fide Offer to the County and the City (the "Offer Notice") in accordance with Section 8.1.

6.2.3 The County shall have thirty (30) calendar days from receipt of the Offer Notice (the "County Decision Period") within which to notify the Company and the City whether the County elects or does not elect to purchase the ROFR Property, or portion thereof, that is subject to the Bona Fide Offer under the terms and conditions specified in the Offer Notice, by giving written notice to the Company and City (the "County Decision Notice") of such election. The County shall use good faith efforts to provide the County Decision Notice as quickly as possible, and if the County does not provide the County Decision Notice within thirty (30) calendar days, it shall be deemed an election to not purchase the ROFR Property, or portion thereof, that is subject to the Bona Fide Offer. If the County does not elect to purchase the ROFR Property, or portion thereof, that is subject to the Bona Fide Offer or does not timely provide the County Decision Notice, then the City shall have thirty (30) calendar days after the earlier of (i) receipt of the County Decision Notice or (ii) the end of the County Decision Period (the "City Decision Period") within which to notify the Company whether the City elects or does not elect to purchase the ROFR Property, or portion thereof, that is subject to the Bona Fide Offer under

the terms and conditions specified in the Offer Notice, by giving written notice to the Company and City (the “City Decision Notice”) of such election. The City shall use good faith efforts to provide the City Decision Notice as quickly as possible, and if the City does not provide the City Decision Notice within such thirty (30) calendar days, it shall be deemed an election to not purchase the ROFR Property, or portion thereof, that is subject to the Bona Fide Offer. Upon receipt of the County Decision Notice or the City Decision Notice, as the case may be, the Company and the County or City, as the case may be, shall forthwith proceed to consummate the sale and purchase of the ROFR Property, or portion thereof, that is subject to the Bona Fide Offer within the following time periods: (a) within 30 calendar days of the Company’s receipt of the County Decision Notice or the City Decision Notice, as the case may be, the Company and the County or City, as the case may be, shall negotiate and execute an agreement for purchase and sale of the ROFR Property, or portion thereof, that is subject to the Bona Fide Offer (the “Purchase Agreement”) on the terms and conditions set forth in the Offer Notice and in Section 6.2.7; and (b) within 60 days of the Company’s receipt of the County Decision Notice or the City Decision Notice, as the case may be, the Company and the County or City, as the case may be, shall close on the sale of the ROFR Property, or portion thereof, that is subject to the Bona Fide Offer in accordance with the Purchase Agreement.

6.2.4 In the event that the County does not elect to purchase the ROFR Property, or portion thereof, that is subject to the Bona Fide Offer or does not deliver the County Decision Notice within the County Decision Period and the City does not elect to purchase the ROFR Property, or portion thereof, that is subject to the Bona Fide Offer or does not deliver the City Decision Notice within the City Decision Period, or if either the County or City, as the case may be, elects to purchase the ROFR Property, or portion thereof, that is subject to the Bona Fide Offer but the party electing to purchase the ROFR Property, or portion thereof, that is subject to the Bona Fide Offer fails to consummate a Purchase Agreement or close in accordance with the Purchase Agreement within the time periods above, then the Company may thereafter sell the ROFR Property or any portion thereof free and clear of the ROFR at any time after the expiration of, as the case may be, (i) the City Decision Period, (ii) the time period to consummate a Purchase Agreement or (iii) the time period to close on the purchase and sale pursuant to the Purchase Agreement, but only at the price equal to or greater than ninety percent (90%) of the price set forth in the Bona Fide Offer. If the transaction contemplated by the Bona Fide Offer is not completed within the time period set forth in the Bona Fide Offer, as it may be amended, then Company shall not thereafter sell the ROFR Property, or any portion thereof, unless and until it again complies with the provisions of this Section 6.2.

6.2.5 Upon the Company’s request, the County and the City shall timely deliver to the Company written confirmation that the County or the City, as the case may be, has not accepted the terms of the Company’s Offer Notice and that the Company has acted in conformance with this Section 6.2.

6.2.6 For the purposes of this Section 6.2, “Permitted Transfer” shall mean any of the following:

(a) A transfer of the ROFR Property, or any portion thereof, to any Affiliate of the Company, in which case the ROFR shall remain in effect pursuant to the terms of this Agreement;

(b) Any change of control of the Company, whether by transfer of stock, membership or partnership interests or by merger or consolidation, in which case the ROFR shall remain in effect pursuant to the terms of this Agreement;

(c) A transfer of the ROFR Property together with a sale of substantially all of the assets of the Company, in which case the ROFR shall remain in effect pursuant to the terms of this Agreement;

(d) A transfer of the ROFR Property, or any portion thereof, to any Company mortgagee, beneficiary of a deed of trust, or any other entity holding an interest in the underlying fee-title of the ROFR Property, in which case the ROFR shall remain in effect pursuant to the terms of this Agreement; or

(e) A transfer of the ROFR Property, or any portion thereof, through foreclosure, bankruptcy, or any deed granted in lieu of foreclosure, in which case the ROFR shall remain in effect pursuant to the terms of this Agreement to the extent allowed by law.

6.2.7 Any Purchase Agreement entered into pursuant to this Section 6.2 shall be upon substantially the terms set forth in the Bona Fide Offer, with the following exceptions:

(a) The closing date will be adjusted to be the date that is 60 days after the Company's receipt of the County Decision Notice or the City Decision Notice, as the case may be;

(b) The County or the City, as the case may be, shall be entitled to a credit against the purchase price as set forth in the Bona Fide Offer in the amount equal to \$500,000 for each of Project 1 Site and Project 2 Site and the real property improvements constructed thereon, capped at \$1,000,000 total for the ROFR Property, which amount is intended to offset demolition or repurposing costs and is payable only with respect to a Project if that Project receives a certificate of occupancy with respect to property in the Project. For example, if Project 1 receives a certificate of occupancy but Project 2 does not receive a certificate of occupancy, then the County or City, as the case may be, will receive a credit of \$500,000, and if both Project 1 and Project 2 receive certificates of occupancy, then the County or the City, as the case may be, will receive a credit of \$1,000,000.

6.3 Change in Law. The parties acknowledge that, due to the length of the Agreement's term, state laws and regulations, including the statutes and administrative rules relating to SIP and ad valorem property taxation, may be enacted, repealed, amended or substantially affected by court cases, and that such legal changes may materially alter the authority, rights or responsibilities of the parties or the benefits anticipated under this Agreement, prior to its expiration. The parties shall work together, reasonably and in good faith, to take such action (including amending this Agreement or entering into a separate agreement) as reasonably necessary to preserve and retain the substantive arrangement and relative and analogous rights, duties, responsibilities and obligations of the parties reflected in this Agreement.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of the Company. The Company represents and warrants to the City and the County as follows:

7.1.1 Organization. The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware.

7.1.2 Authority. The Company has full limited liability company power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

7.1.3 Binding Obligation. This Agreement is the legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity.

7.1.4 No Conflicts. The execution and delivery of this Agreement by the Company and the performance by the Company of its obligations under this Agreement will not:

- (a) conflict with the Company's organizational documents;
- (b) breach any agreement to which the Company is a party, or give any person the right to accelerate any obligation of the Company;
- (c) violate any law, judgment, or order to which the Company is subject; or
- (d) require the consent, authorization, or approval of any person, including, but not limited to, any governmental body.

7.2 Representations and Warranties of the City. The City represents and warrants to the Company as follows:

7.2.1 Organization. The City is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon.

7.2.2 Authority. The City has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. True and correct copies of the resolutions of the City authorizing the City to enter into this Agreement are attached hereto as Exhibit G.

7.2.3 Binding Obligation. This Agreement is the legal, valid, and binding obligation of the City, enforceable against the City in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity.

7.2.4 No Conflicts. The execution and delivery of this Agreement by the City and the performance by the City of its obligations under this Agreement will not:

- (a) conflict with the City's charter or any other organizational documents;
- (b) breach any agreement to which the City is a party, or give any person the right to accelerate any obligation of the City;
- (c) violate any law, judgment, or order to which the City is subject; or
- (d) require the consent, authorization, or approval of any person, including, but not limited to, any governmental body (other than the City).

7.2.5 Ethics Laws. This Agreement, including the conveyance of the Transferred Property, is in accordance with all relevant government ethics laws. The City is aware and acknowledges that the Company may be a vendor and/or lobbyist employer, and Company employees may be registered lobbyists. This Agreement shall not prevent the Company from supplying products or services to the City under any future request for proposal or contract.

7.3 Representations and Warranties of the County. The County represents and warrants to the Company as follows:

7.3.1 Organization. The County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon.

7.3.2 Authority. The County has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. True and correct copies of the resolutions of the County authorizing the County to enter into this Agreement are attached hereto as Exhibit H.

7.3.3 Binding Obligation. This Agreement is the legal, valid, and binding obligation of the County, enforceable against the County in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity.

7.3.4 No Conflicts. The execution and delivery of this Agreement by the County and the performance by the County of its obligations under this Agreement will not:

- (a) conflict with the County's organizational documents;
- (b) breach any agreement to which the County is a party, or give any person the right to accelerate any obligation of the County;
- (c) violate any law, judgment, or order to which the County is subject; or
- (d) require the consent, authorization, or approval of any person, including, but not limited to, any governmental body (other than the County).

7.3.5 Ethics Laws. This Agreement, including the conveyance of the Transferred Property, is in accordance with all relevant government ethics laws. The County is aware and acknowledges that the Company may be a vendor and/or lobbyist employer, and Company employees may be registered lobbyists. This Agreement shall not prevent the Company from supplying products or services to the County under any future request for proposal or contract.

ARTICLE 8 MISCELLANEOUS

8.1 Notices. Each notice or other communication provided under this Agreement (i) must be in writing, (ii) must be delivered to the recipient in person, by courier or certified mail, return receipt requested, or by facsimile or other electronic transmission at the addresses set forth below, and (iii) is effective upon receipt by the party receiving it.

If to the City, to:

Administrative Officer
Wasco County
511 Washington St., Suite 201
The Dalles, OR 97058
(541) 506-2700

If to the County, to:

City Manager
City Hall
313 Court Street
The Dalles, OR 97058
(541) 296-5481

If to the Company, to:

Design, LLC
Attention: General Counsel
1600 Amphitheatre Parkway
Mountain View, CA 94043

With a copy to:

Adam C. Kobos
Troutman Pepper Hamilton Sanders LLP
100 SW Main Street
Portland, OR 97204
adam.kobos@troutman.com

8.2 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

8.3 Entire Agreement. This Agreement is the entire agreement between the City, the County, and the Company with respect to the subject matter of this Agreement. There is no other oral or written agreement between the City, the County, and the Company with respect to the subject matter of this Agreement. There are no representations or warranties made by either the City, the County, or the Company, implied or express, other than those contained in this Agreement.

8.4 Severability. If any clause, sentence, or other portion of this Agreement becomes illegal, null, or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

8.5 Amendments. This Agreement may not be amended unless such amendment is in writing and executed by the City, the County, and the Company.

8.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

8.7 Further Assurances. At any time from and after the date of this Agreement, at any party's request and without further consideration, the other party shall take all such further actions, and shall execute and deliver all such further instruments or documents, as a party may reasonably request to carry out and fulfill the transactions contemplated by this Agreement. Without limiting the foregoing, within two weeks after the Effective Date, the County shall request that the OBDC determine that the property in the Project shall receive the tax exemption in ORS 307.123.

8.8 Right to Contest Assessments. Nothing in this Agreement shall limit or restrict the Company from challenging the real market value, maximum assessed value, or other value of any property, or the amount that is or would, but for any exemption, be due for property taxes in the same manner as any other taxpayer pursuant to Oregon law.

8.9 Confidentiality. The parties will to the maximum extent permitted by law: (a) consider the content and nature of discussions culminating in this Agreement, and documentation and information prepared or provided to verify compliance with the terms of this Agreement and the property tax exemption (including but not limited to the notices, reports, information, and documentation required pursuant to ORS 285C.615), as containing confidential commercial and financial information of Company, (b) keep the content and nature of discussions culminating in this Agreement, and documentation and information prepared or provided to verify compliance with the terms of this Agreement and the property tax exemption (including but not limited to the notices, reports, information, and documentation required pursuant to ORS 285C.615), confidential and will not, without the prior written consent of the other party, disclose or use any information obtained in the course of this transaction other than in connection with the transaction; and (c) transmit such information only to such of its representatives who need to know the information for the sole purpose of assisting that party in evaluating this Agreement and who agree to be bound by these terms as if a party.

8.10 Dispute Resolution. Prior to any party to this Agreement instituting any legal action, arbitration, or other proceeding of any nature regarding matters related to this Agreement against any other party to this Agreement, the complaining party will request the other parties' participation in non-binding mediation, and the parties agree to work in good faith to attempt to resolve the dispute in the course of such non-binding mediation. Requests for such non-binding mediation may be made by written notice in the manner provided for in Section 8.1. The expenses of non-binding mediation, including, without limitation of generality, costs of notice thereof, fees of the mediator and of witnesses, and the cost of taking and transcribing testimony shall be shared equally by the parties. Notwithstanding the foregoing, any party may withdraw from such non-binding mediation at any point and, further, may decline to participate in or abstain from requesting such non-binding mediation if, in its sole discretion, doing so will adversely affect the party's interests. If non-binding mediation fails to resolve the dispute, a party withdraws from non-binding mediation, or a party abstains from requesting non-binding mediation pursuant to the foregoing, then each party may pursue any and all legal and equitable remedies available under and according to the laws of the State of Oregon. In such proceeding, and in any non-binding mediation, the parties agree to bear their own attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith.

8.11 Business Firm. Google LLC, Design, LLC, and Moraine Industries LLC elect to be treated as one business firm for purposes of ORS 285C.

[Signature page follows.]

The City, the County, and the Company have executed this Agreement effective as of the date of the last signature set forth below.

CITY OF THE DALLES

Richard A. Mays, Mayor
[____], 2021

Julie Krueger, City Manager
[____], 2021

WASCO COUNTY

Scott C. Hege, Commission Chair
[____], 2021

Kathleen B. Schwartz, County Commissioner
[____], 2021

Steven D. Kramer, County Commissioner
[____], 2021

[Signatures continue on the following page.]

DESIGN, LLC

[, Manager]
[____], 2021

MORAINES INDUSTRIES LLC

[, Manager]
[____], 2021

GOOGLE LLC

[, Manager]
[____], 2021

Exhibit A

Example Calculation of Project 1 Total GAP Payment

For illustrative purposes only and not intended as a representation or prediction of future development, the following example depicts how the total payment may be calculated:

Project 1

Value	600,000,000
Taxable amount (with SIP)	50,000,000
Property tax rate	1.10%
Property tax (without SIP)	6,600,000
Property tax (with SIP)	550,000
Community service fee	1,512,500

Total Annual Payment Amount [Greater of (i) or (ii)]	
(i) 50% property tax (without SIP)	3,300,000
(ii) \$3,000,000	3,000,000

Total Annual Payment Amount	3,300,000
Property tax payment (with SIP)	-550,000
Community service fee	-1,512,500
GAP Amount	1,237,500

Property tax payment (with SIP)	550,000
Community service fee	1,512,500
GAP payment	1,237,500
Total Annual Payment	3,300,000

Exhibit B

[Project 1 Site description]

A portion of (a) Lot 3, NORTHWEST ALUMINUM SUBDIVISION, a plat, dated November 30, 2017 as recorded on December 6, 2017 under Microfilm No. 2017-004778, Plat No. 2017-0016, Slide No. D 155A, Wasco County Records lying in Sections 28 and 29, Township 2 North, Range 13 East of the Willamette Meridian, the City of the Dalles, Wasco County, State of Oregon, and/or (b) Parcel 2 of Partition Plat recorded November 19, 2015 under Microfilm No. 2015-004543, Plat No. 2015-0015, Slide No. D-135B, Wasco County Records along with any real property improvements constructed on either of the same, both less and except (i) any property transferred to a power company for a switchyard, substation or switching station, (ii) any property transferred to the City for a sewer lift station and water or sewer utility improvements, (iii) any property dedicated as right of way, and (iv) the Transferred Property. The parties acknowledge that the final configuration of the foregoing parcels may be adjusted pursuant to a new partition plat or property line adjustment.

Exhibit C

[Project 2 Site Description]

A portion of (a) Lot 3, NORTHWEST ALUMINUM SUBDIVISION, a plat, dated November 30, 2017 as recorded on December 6, 2017 under Microfilm No. 2017-004778, Plat No. 2017-0016, Slide No. D 155A, Wasco County Records lying in Sections 28 and 29, Township 2 North, Range 13 East of the Willamette Meridian, the City of the Dalles, Wasco County, State of Oregon, and/or (b) Parcel 2 of Partition Plat recorded November 19, 2015 under Microfilm No. 2015-004543, Plat No. 2015-0015, Slide No. D-135B, Wasco County Records along with any real property improvements constructed on either of the same, both less and except (i) any property transferred to a power company for a switchyard, substation or switching station, (ii) any property transferred to the City for a sewer lift station and water or sewer utility improvements, (iii) any property dedicated as right of way, (iv) the Transferred Property, and (v) the Project 1 Site. The parties acknowledge that the final configuration of the foregoing parcels may be adjusted pursuant to a new partition plat or property line adjustment.

Exhibit D

[Site Description]

Lot 3, NORTHWEST ALUMINUM SUBDIVISION, a plat, dated November 30, 2017 as recorded on December 6, 2017 under Microfilm No. 2017-004778, Plat No. 2017-0016, Slide No. D 155A, Wasco County Records lying in Sections 28 and 29, Township 2 North, Range 13 East of the Willamette Meridian, the City of the Dalles, Wasco County, State of Oregon, and Parcel 2 of Partition Plat recorded November 19, 2015 under Microfilm No. 2015-004543, Plat No. 2015-0015, Slide No. D-135B, Wasco County Records along with any real property improvements constructed on either of the same, both less and except (i) any property transferred to a power company for a switchyard, substation or switching station, (ii) any property transferred to the City for a sewer lift station and water or sewer utility improvements, (iii) any property dedicated as right of way, and (iv) the Transferred Property. The parties acknowledge that the final configuration of the foregoing parcels may be adjusted pursuant to a new partition plat or property line adjustment.

Exhibit E

[Transferred Property]

An at least 35 acres portion of Parcel B – 2N13E33200 similar to the area shown below.

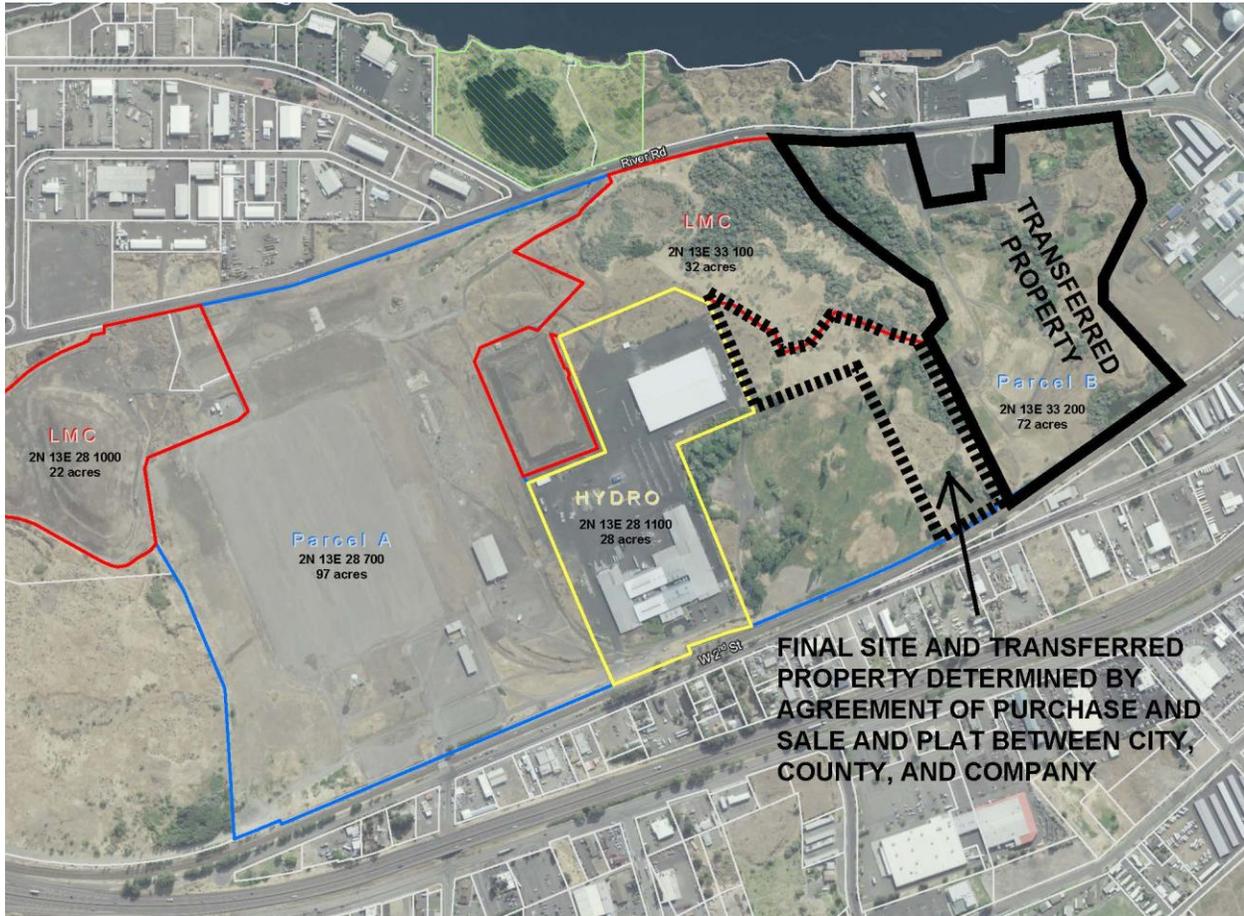


Exhibit F

[ROFR Memorandum]

Exhibit G
[City Resolutions]

Exhibit H

[County Resolutions]

RESOLUTION NO. 21-024

A RESOLUTION APPROVING THE STRATEGIC INVESTMENT PROGRAM AGREEMENT BETWEEN THE CITY OF THE DALLES AND WASCO COUNTY (CO-SPONSORS) WITH DESIGN, LLC

WHEREAS, the Oregon Legislative Assembly declared a significant purpose of the Strategic Investment Program (“SIP”) (ORS 285C.600-285C.620) is to promote industrial competition and improve employment in areas where projects are to be located by encouraging businesses engaged in such projects to hire local employees;

WHEREAS, the SIP encourages local governments to enter agreements with key industries to attract and retain long term investment and employment;

WHEREAS, Google LLC, a Delaware limited liability company, Design, LLC, a Delaware limited liability company, and Moraine Industries LLC, a Delaware limited liability company (collectively, the “Company”) proposes to build and operate data center projects within the city limits of The Dalles to support the Company’s data center operations; and

WHEREAS, the City of The Dalles (“City”), a municipal corporation of the State of Oregon, and Wasco County, a political subdivision of the State of Oregon, and the Company have negotiated the terms of a mutually agreeable SIP agreement (“SIP Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

1. The City Council hereby approves the City entering the SIP Agreement.
2. The City Council hereby authorizes the City Manager to execute the SIP Agreement.
3. This Resolution is effective upon its adoption.

PASSED AND ADOPTED ON THIS 25TH DAY OF OCTOBER, 2021.

Voting Yes,	Councilors: _____
Voting No,	Councilors: _____
Abstaining,	Councilors: _____
Absent,	Councilors: _____

AND APPROVED BY THE MAYOR THIS 25TH DAY OF OCTOBER, 2021.

Attest:

Richard A. Mays, Mayor

Izetta Grossman, CMC, City Clerk