

**UMATILLA CITY COUNCIL MEETING**  
**AGENDA**  
**COUNCIL CHAMBERS 700 6TH STREET, UMATILLA, OR 97882**  
**MARCH 3, 2020**  
**7:00 PM**

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1. **MEETING CALLED TO ORDER**

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE**

4. **APPROVAL OF AGENDA**

5. **PUBLIC HEARING**

- 5.1 **A Public Hearing to discuss the proposed Community Development Block Grant applications for (1) final design of water utility extension to the Power City and Brownell areas and (2) final design of sewer utility extension to the Power City and Brownell areas.**  
*Suggested Action: The purpose of this hearing is for the City Council to obtain citizen views and to respond to questions and comments about: community development and housing needs, especially the needs of low- and moderate-income persons, as well as other needs in the community that might be assisted with a Community Development Block Grant project; and the proposed projects.*

6. **SCHEDULED 15 MINUTE RECESS**

7. **CITY MANAGER'S REPORT**

- 7.1 Finance Quarterly Report *Suggested Action: Discussion*

8. **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.

9. **CONSENT AGENDA**

- 9.1 **February 18, 2020 Minutes** *Suggested Action: Approval*  
9.2 **Paid Invoices** *Suggested Action: Motion to approve.*  
9.3 **Court Report - February** *Suggested Action: Approval*

- 9.4 [Community Development Block Grant Resolution No. 44-2020, 45-2020 and 46-2020](#)  
*Suggested Action: The attached Resolutions all relate to the City's Community Development Block Grant (CDBG) applications.*
1. *The first resolution adopts a Language Access Plan (LAP) for Limited English Speaking Persons (LEP).*
  2. *The second resolution is a Fair Housing Resolution.*
  3. *The third resolution adopts a Section 3 Plan to comply with 24 CFP, Part 135 of the United States Department of Housing and Urban Development Section 3.*
- 9.5 [Resolution No. 47-2020 - A Resolution authorizing the City Manager to sign a renewal with Oregon Department of State Lands for the Submerged and Submersible Land Lease Agreement No. 33462-ML](#) *Suggested Action: When the City took over operations and maintenance of the Umatilla Marina and RV Park, the City completed an Assignment of Lease with the Oregon Department of State Lands to transfer the Port of Umatilla's existing marina waterway lease into the City's name. This lease permits use of the floating docks, pedestrian gangways, boat slips, floats and fueling station located in the Umatilla Marina. The original lease is expiring and the City successfully applied to renew for another 15 year term.*

*Motion to approve Resolution No. 47-2020*

- 9.6 [Resolution No. 49-2020 - A resolution authorizing the Mayor to sign an application for a Special Public Works Loan from Business Oregon's Infrastructure Finance Authority for matching funds for the feasibility study for hydraulically connected wells.](#) *Suggested Action: The City submitted an application to the Oregon Water Resources Department (OWRD) for a Feasibility Study Grant for the Hydraulically Connected Wells Study in November 2019 and also passed Resolution No. 21-2020 documenting the City's commitment to securing matching funds required by the OWRD grant. The attached draft loan application is in the preliminary review phase with Business Oregon and staff needs Council approval for the Mayor to sign the final loan application.*

*Motion to approve Resolution No. 49-2020*

## 10. **COMMITTEE REPORTS**

- 10.1 [Budget Committee Appointment](#) *Suggested Action:*

Mayor Dedrick is recommending Robert Hojaboom Jr. and Maria McMillan for appointment to the Budget Committee. There were two applications received for the Budget Committee. There are currently two vacancies on the committee.

10.2 **Transient Room Tax Committee Appointment** *Suggested Action:*

Mayor Dedrick is recommending Leah Stockard for re-appointment to the Budget Committee. Leah was appointed to the Transient Room Tax committee in 2019 to fill a mid-term vacancy. This is the only application received for the Transient Room Tax Committee. There is only one vacancy on the committee.

11. **NEW BUSINESS**

11.1 **Approval of Minutes from March 3, 2020 Public Hearing** *Suggested Action: Approve Minutes*

11.2 **Resolution No. 50-2020 - A Resolution documenting the City's commitment to contribute matching funds for a Community Development Block Grant (CDBG) application for the final design of water utility extension to the Power City and Brownell areas** *Suggested Action: The City of Umatilla is submitting a planning application for a Community Development Block Grant (CDBG) for the final design of water utility extension to the Power City and Brownell area. The City can obtain bonus points on the application's scoring by committing to provide a 1% cash match on the project. The initial estimated project cost is \$732,000 which means the City will need to budget approximately \$7,320 in the 2020-21 fiscal year budget.*

*Motion to approve Resolution No. 50-2020.*

11.3 **Resolution No. 48-2020 - A resolution authorizing the City to apply for a Large Local Government Grant from the Oregon Parks and Recreation Department for development of Project 1 of the Master Trails Plan and delegating authority to the Mayor to sign the application.** *Suggested Action: City recently adopted a Master Trails Plan and is now looking for grants with OPRD to start the construction and connection of trails within our City limits. City would like to apply for a large grant for the completion of Project 1 on our recently adopted Master Trail Plan. The maximum grant request is \$750,000 and the required match is 40%, or \$300,000.*

*Motion to approve Resolution No. 48-2020*

11.4 **Downtown Revitalization Grant - Loyal Restoration** *Suggested Action:*

*Loyal Restoration has submitted a grant request for the restoration of the property located at 1201 6th Street. Attached you will find the application submitted. This is an application for the bonus round of the FY 19-20 distribution. The total project cost is \$9,818.80.*

*The Community Development Department has reviewed the application and is recommending funding the project at the maximum grant award amount of 75% of the total project cost, or \$7,364.12. Motion to award grant at \$7,364.12.*

11.5 **Downtown Revitalization Grant Bonus Round - Alanis Auto Detailing** *Suggested Action:*

*Alanis Auto Detailing has submitted a grant request for reimbursement of the siding of the building located at 1301 6th Street . Attached you will find the application submitted. This is an application for the bonus round of the FY 19-20 distribution. The total project cost is \$645.13.*

*The Community Development Department has reviewed the application and is recommending funding the project at the maximum grant award amount of 75% of the total project cost, or \$483.85. Motion to award grant at \$483.85.*

- 11.6 **OpenGov Discussion** *Suggested Action: The City Council has an adopted set of strategic goals that include (a) increased transparency via expanded outreach and City publications and (b) performing at the highest level of operational excellence including the goal of achieving GFOAs Distinguished Budget Award for FY 20/21. Staff has been researching ways to help achieve these goals and believes that OpenGov's platform will provide the following benefits and outcomes to the City:*
- 

**Budgeting and Planning:** *The OpenGov platform will provide an end to end budget development solution that will modernize and streamline the City's current process. The Budgeting and Planning tools will allow the City departments and budget staff to reduce manual and clerical efforts during the budgeting process, provide a central collaborative location to develop budget numbers and evaluate scenarios, project workforce and personnel costs, and ultimately provide the publication of the budget document. This part of the OpenGov Cloud will provide the greatest efficiencies to City staff and provide powerful analytical capability to allow us to be forward thinking in our future strategy for the City.*

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**Performance Management and Strategic Planning:** *The platform will enable the City to track our performance metrics internally in easy to use dashboards, while providing administration and department heads the ability to see executive views of city performance. The platform ties together our financial and non-financial data from across the City's current systems, and future systems, and ties it together in a single source. OpenGov will provide internal efficiencies and streamline information sharing which will increase data-driven decision making. It will also allow us to translate that information into easy to understand quarterly reports that can be used for City Council and shared to our website.*

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**Citizen Engagement:** *The OpenGov platform will allow us to effectively communicate our performance to the public, provide transparency to the community and build trust with our citizens. The platform will provide the ability for us to poll and survey our constituents in an online format for wide reaching feedback. This feedback will provide our City Council the ability to understand feedback on our performance and priorities from the entirety of our community.*

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*Staff has budget and contract authority to proceed, as well as the Council's adopted goals that shape the decision making process. We are seeking support from Council to move forward with the purchase and implementation.*

*Motion to support the purchase and implementation of OpenGov.*

12. **PUBLIC COMMENT**
13. **DISCUSSION ITEMS**
14. **MAYOR'S MESSAGE**
15. **COUNCIL INFORMATION & DISCUSSION**
16. **ADJOURN**

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CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

A Public Hearing to discuss the proposed Community Development Block Grant applications for (1) final design of water utility extension to the Power City and Brownell areas and (2) final design of sewer utility extension to the Power City and Brownell areas.

**Meeting Date:**

2020-03-03

**Department:**

Finance & Administrative Services

**Director:**

Melissa Ince

**Contact Person:**

Melissa Ince

**Phone Number:**

**Cost of Proposal:**

\$42,000

**Amount Budgeted:**

0

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

N/A

**Reviewed by Finance Department:**

Yes

**Previously Presented:**

02/18/2020

**Attachments to Agenda Packet Item:**

[Public Hearing 02182020.docx](#)

**Summary Statement:**

The purpose of this hearing is for the City Council to obtain citizen views and to respond to questions and comments about: community development and housing needs, especially the needs of low- and moderate-income persons, as well as other needs in the community that might be assisted with a Community Development Block Grant project; and the proposed projects.

**Consistent with Council Goals:**

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

## Public Notice and Notice of Public Hearing

The City of Umatilla is eligible to apply for a 2020 Community Development Block Grant from the Business Oregon. Community Development Block Grant funds come from the U.S. Department of Housing and Urban Development. The grants can be used for public facilities and housing improvements, primarily for persons with low and moderate incomes.

Approximately \$12 million will be awarded to Oregon non-metropolitan cities and counties in 2019. The maximum grant that a city or county can receive for a public works project is \$2,500,000.

The City of Umatilla is preparing two applications for a 2020 Community Development Block Grant from the Business Oregon for #1. Final Design of water utility extension to the Power City area; and #2. Final Design of sewer utility extension to Power City area. The City would also like to extend water and sewer service to the Brownell neighborhood behind the ODOT weigh station, and will incorporate that into each project if possible; this will depend on the results of an income survey currently underway. It is estimated that the proposed projects will benefit at least 93 persons without the Brownell neighborhood, of whom 66.7% will be Low- or Moderate-income, or 183+ persons with the Brownell neighborhood, of which at least 51.3% will be low- or moderate-income.

A first public hearing will be held by the City Council at 6:00 p.m. on February 18, 2020 at City Hall, 700 6<sup>th</sup> St. Umatilla, OR 97882. The purpose of this hearing is for the City Council to obtain citizen views and to respond to questions and comments about the scope of the proposed projects.

Written comments for the first public hearing on February 18, 2020 are welcome and must be received by February 14, 2020 at City of Umatilla, PO Box 130/700 6<sup>th</sup> St. Umatilla, OR 97882. Both oral and written comments will be considered by the City Council in deciding whether to apply.

A second public hearing will be held by the City Council at 7:00 p.m. on March 3, 2020 at City Hall, 700 6<sup>th</sup> St. Umatilla, OR 97882. The purpose of this hearing is for the City Council to obtain citizen views and to respond to questions and comments about: community development and housing needs, especially the needs of low- and moderate-income persons, as well as other needs in the community that might be assisted with a Community Development Block Grant project; and the proposed projects.

Written comments for the second public hearing on March 3, 2020 are also welcome and must be received by February 27, 2020 at City of Umatilla, PO Box 130/700 6<sup>th</sup> St. Umatilla, OR 97882. Both oral and written comments will be considered by the City Council in deciding whether to apply.

The location of the hearing is accessible to persons with disabilities. Please contact City Recorder Nanci Sandoval at (541) 922-3226 if you will need any special accommodations to attend or participate in the meeting.

More information about Oregon Community Development Block Grants, the proposed projects, and records about the City of Umatilla's past use of Community Development Block Grant funds is available for public review at City Hall 700 6<sup>th</sup> St. Umatilla, OR 97882 during regular office hours. Advance notice is requested. If special accommodations are needed, please notify Nanci Sandoval at (541) 922-3226 so that appropriate assistance can be provided.

Permanent involuntary displacement of persons or businesses is not anticipated as a result from either proposed project. If displacement becomes necessary, alternatives will be examined to minimize the

displacement and provide required/reasonable benefits to those displaced. Any low- and moderate-income housing that is demolished or converted to another use will be replaced.

# Finance Department Quarterly Report



Financial Report for the Second Quarter  
Ended December 31, 2019  
Relating to Fiscal Year 2019-20

I am pleased to offer this financial report of City operations for your review. This report covers financial operations through the second quarter of the fiscal year ended June 30, 2020.

Melissa Ince, CPA  
Finance & Administrative Services Director



## QUARTERLY HIGHLIGHTS

### *NLC Service Line Warranty Program Update*



In June 2019, the City entered into an agreement with Utility Service Partners to offer the City’s residential property owners the opportunity, but not obligation, to purchase a service line warranty on external water service lines, external sewer/septic lines and interior plumbing and drainage warranty. At the end of 2019, 45 residents had enrolled in 44 water, 43 sewer and 6 plumbing policies. There was one sewer claim saving the resident \$810 and zero denied claims.

### *Financial Audit is Complete*

The City’s audit for the fiscal year ended June 30, 2019 is now complete and an unmodified or “clean” audit opinion was received. The audit was also properly filed with the Secretary of State-Audits Division by the December 31, 2019 deadline.

The auditors also submitted their report on their consideration of the City’s compliance with certain provision of laws and regulations, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules. The purpose of that report was to describe the scope of their testing and the results of that testing, not to provide an opinion on compliance.



### *A System Development Charge and Utility Rate Study Update*

The City’s System Development Charge (SDC) analysis and full utility rate analysis kicked off in May 2019. Staff will present to the City Council on the progress of the study in February 2020. We anticipate a full utility rate recommendation and water and sewer SDC analysis to be presented by FCS in April so that updated revenue numbers can be entered for the 2020-21 fiscal year. The parks SDC study will be completed in conjunction with the Parks Master Plan update this summer. The City is also partnering with the Umatilla School District on a Construction Excise Tax study that will aid the school district in future capital needs.

## *Infrastructure Financing*

All of the recent infrastructure needs over the past few years have generated a significant amount of work in the finance department related to loan and grant administration.

During the first quarter of this fiscal year the finance department closed out the IFA Industrial Wastewater Line Final Design loan which allowed the City to complete final design and construction bid documents for a discharge pipeline which enables us to separate industrial wastewater from the data centers and re-use that water for irrigation purposes. We also closed out the IFA 6<sup>th</sup> Street Waterline Improvement Project Loan which allowed for significant improvements to the water infrastructure on 6<sup>th</sup> Street prior to the 6<sup>th</sup> Street Downtown Revitalization Project commencing this winter.

The finance department is currently submitting monthly reports to DEQ for the Clean Water State Revolving Loan Fund (CWSRF) Loan which is funding the Industrial Wastewater Line Construction. This project will be completed in March 2020 and anticipate project closeout prior to the end of the 2019-20 fiscal year.



In November 2019 the City applied for a feasibility study grant from Oregon Water Resources Department (OWRD) to cover \$370,000 of the \$778,000 total project cost to develop a low silica content hydraulically-connected well to utilize the City's unused surface water right. This project would be to make exploratory bores, test and monitor the water quality to determine hydraulic connection, then construct a single test well, and coordinate with WRD regulators about the results to their satisfaction. As a condition of the grant, the City must secure a loan for \$373,000 in matching funds. Staff intends to submit the loan application to Business Oregon by the end of 3<sup>rd</sup> quarter 19-20FY.

Finance, Community Development and Public Works are all collaborating on a Community Development Block Grant (CDBG) planning application for approximately \$700,000 to be submitted in April 2020. If awarded this grant, the City will complete final design for water utility extension to the Power City and Brownell area. This application will be followed up by a similar sanitary sewer planning grant application in the fall of 2020 and construction grant applications in 2021. The City is eligible to receive up to \$2.5 million each for water and sewer extension, for a potential total grant amount of \$5 million for these projects.

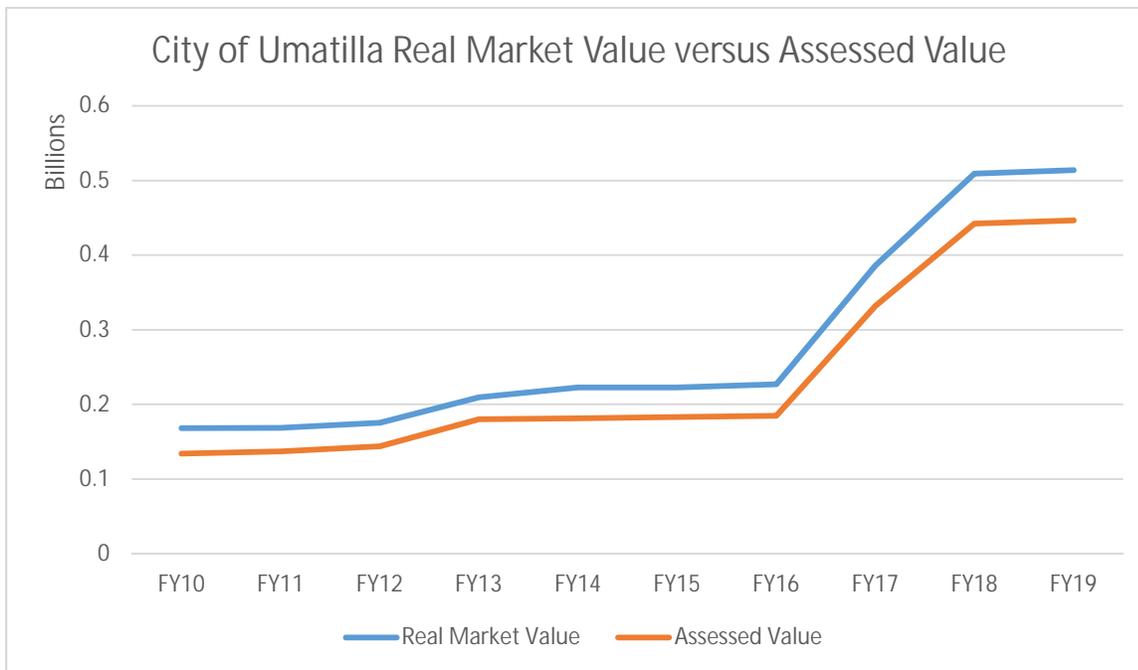
### Staff Changes

Municipal Judge, Theresa Krogh, retired in November after 31 years of service. Mayor Dedrick read a proclamation and declared December 4, 2019 Judge Theresa M. Krogh Day in recognition of Theresa’s exceptional service, distinguished career and commitment to the City of Umatilla and its residents. Thalia Kennedy Leon has joined the department full time as the new municipal court clerk and we are very excited to have her on board!



### Property Taxes Arrived this Quarter

The graph of Real Market Values (RMV) versus Assessed Values (AV) shows below, the City’s overall RMV has more than doubled over the past ten years due to the significant industrial and residential growth that the City is experiencing.



In the 19-20FY property tax receipts will increase by almost \$600,000 from the prior year, totaling \$1,840,000. The majority of property tax revenues were received during the second quarter and total property tax receipts will be \$200,000 higher than budgeted, mostly contributed to the data center valuation no longer being subject to abatement.

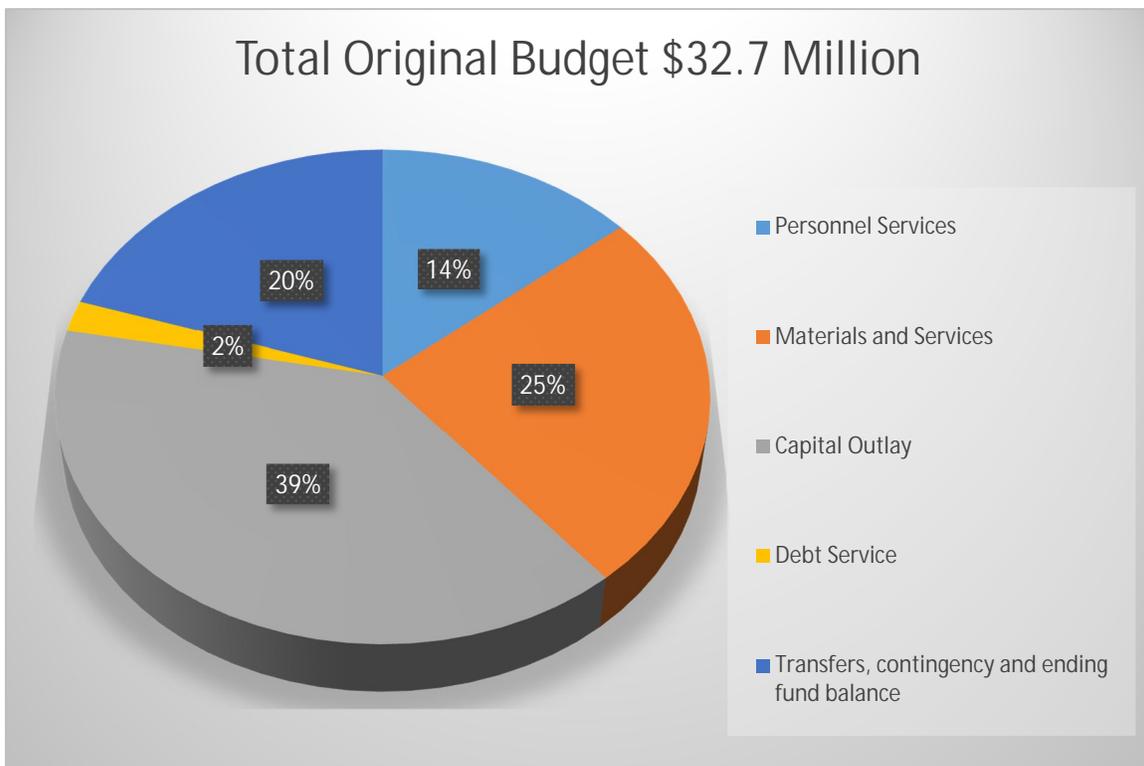
The City received its fourth community service fee payment resulting from the Enterprise Zone Agreements with Vadata. This year's payment was \$533,000, bringing the total collected to approximately \$1,250,000.

The City also received its first Strategic Investment Program (SIP) revenues which included a \$91,000 community service fee payment and a \$2,000,000 additional annual improvement payment. These payments will continue for the next 15 years, at which point the property will hit the tax role and be taxed at the City's normal tax rate.

### *Highlight Reminders of the 2019-2020 Budget*

In June 2019, the City Council adopted the 2019-2020 budget. Pertinent highlights of this budget included:

- It is a single year budget balanced at \$32.7 million across all funds.
- Personnel services represent 14 percent of the total expenditures at \$4.5 million
- Materials and services represent 25 percent of the total expenditures at \$8.2 million
- Capital Outlay represents 39 percent of total expenditures at \$12.9 million
- Debt Service represents 2 percent of total expenditures at \$519,000
- Transfers, Contingency, and Ending Fund Balance make up the remainder



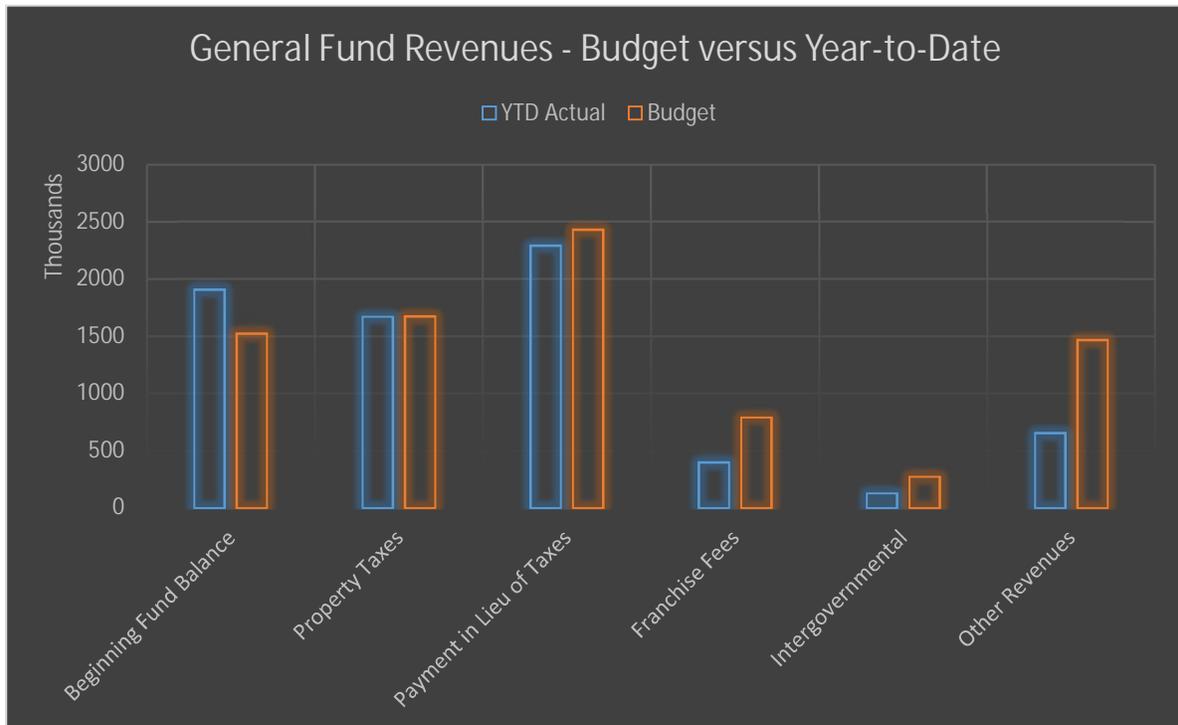
*Budget-to-Actual Quarterly Highlights*

**GENERAL FUND (50% of Fiscal Year Elapsed)**

**Revenues:**

As of December 31<sup>st</sup>, the General Fund has received 85.3% of its projected revenues.

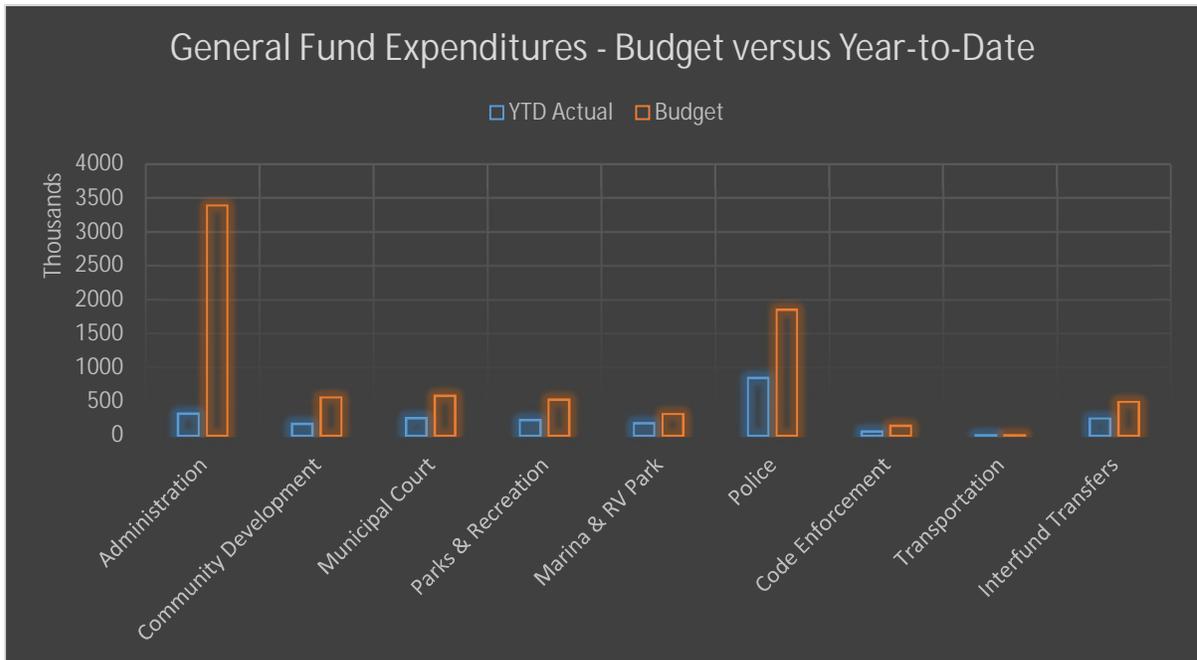
<b>General Fund</b>	<b>Budget</b>	<b>YTD Actual</b>	<b>Percent</b>
<b>Revenues</b>			
Beginning Fund Balance	<u>\$ 1,521,343</u>	<u>\$1,906,137</u>	<u>125.3%</u>
Property taxes	1,672,432	1,668,136	99.7%
Payment in Lieu of Taxes	2,429,192	2,289,594	94.2%
Franchise fees	789,530	396,203	50.2%
Intergovernmental	272,570	128,152	47.0%
Other Revenues	1,465,400	654,059	44.6%
Interfund Transfers	<u>162,007</u>	<u>44,470</u>	<u>27.5%</u>
Total Operating Revenues	<u>6,791,131</u>	<u>5,180,614</u>	<u>76.3%</u>
Total Revenues	<u>\$8,312,474</u>	<u>\$7,086,751</u>	<u>85.3%</u>



**Expenditures:**

Second quarter activity has the General Fund expending 29.2% of its appropriations for the FY2020. The table below details the expenditures by program.

General Fund	Budget	YTD Actual	Percent
Administration	\$3,388,429	\$320,882	9.5%
Community Development	561,943	171,148	30.5%
Municipal Court	584,399	256,292	43.9%
Parks & Recreation	525,530	223,996	42.6%
Marina & RV Park	317,825	179,197	56.4%
Police	1,852,228	846,793	45.7%
Code Enforcement	141,524	55,872	39.5%
Transportation	7,000	187	2.7%
Interfund Transfers	<u>493,596</u>	<u>247,416</u>	<u>50.1%</u>
Total Operating Expenditures	<u>\$7,872,474</u>	<u>\$2,301,783</u>	<u>29.2%</u>



**OTHER FUNDS (50% of Fiscal Year Elapsed)**

	REVENUES			EXPENDITURES		
	Budget	YTD Actual	Percent	Budget	YTD Actual	Percent
Water	\$1,450,322	\$ 907,370	62.6%	\$1,450,322	\$ 678,209	46.8%
Sewer	2,206,591	1,361,644	61.7%	2,206,591	1,074,436	48.7%
Street	3,599,942	676,394	18.8%	3,599,942	325,356	9.0%
Capital Reserve	7,447,204	2,214,735	29.7%	7,447,204	550,361	7.4%
Library	348,090	343,174	98.6%	348,090	116,813	33.6%
Refuse	874,106	482,048	55.2%	874,106	343,078	39.3%
Building	2,920,163	2,256,758	77.3%	2,920,163	393,317	13.5%
Debt Service	-	3,252	-	-	-	-
Transient Room Tax	310,899	273,108	87.8%	310,899	61,751	19.9%
Building Reserve	261,742	259,784	99.3%	261,742	-	0%
Water Reserve	785,953	668,439	85.1%	785,953	44,949	5.7%
Sewer Reserve	<u>4,168,699</u>	<u>3,398,240</u>	<u>81.5%</u>	<u>4,168,699</u>	<u>1,937,598</u>	<u>46.5%</u>
<b>Totals</b>	<u>\$24,373,711</u>	<u>\$12,844,946</u>	<u>52.7%</u>	<u>\$24,373,711</u>	<u>\$5,525,868</u>	<u>22.7%</u>

**LOOKING AHEAD**

**2020-2021 BUDGET MEETING INFORMATION**

The first budget work session will be held on **Tuesday, March 17<sup>th</sup> at 6pm.** We will be discussing a general overview of the City’s funds and providing you with a list of major projects or changes in revenues or expenditures that we predict.

You will receive your budget document approximately one week prior to our formal budget meeting. During this week, we ask that you review the document and come meet with City Staff to discuss your questions or concerns.



The formal budget meeting will be held on **Tuesday, April 21<sup>th</sup> at 6pm.** City Manager Stockdale will provide his budget message and we will be reviewing and discussing, and adjusting the proposed budget as directed.

Thank you in advance for all of the hard work that you will put into the budgeting process! I cannot wait to hear your ideas and feedback.

CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

February 18, 2020 Minutes

**Meeting Date:**

2020-03-03

**Department:**

City Administration

**Director:**

David Stockdale

**Contact Person:**

Nanci Sandoval

**Phone Number:**

541-922-3226

**Cost of Proposal:**

NA

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

N/A

**Amount Budgeted:**

NA

**Reviewed by Finance Department:**

No

**Previously Presented:**

NA

**Attachments to Agenda Packet Item:**

[CM 02-18-2020.docx](#)

**Summary Statement:**

Approval

**Consistent with Council Goals:**

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

**CITY OF UMATILLA  
COUNCIL MEETING  
February 18, 2020**

**1) MEETING CALLED TO ORDER**

Mayor Dedrick called the meeting to order at 6:00 p.m.

**2) ROLL CALL**

**PRESENT:** Corinne Funderburk, Michael Roxbury, Josy Chavez, Roak TenEyck

**ABSENT:** Ashley Wheeler

**STAFF PRESENT:** Mary Dedrick

**3) PLEDGE OF ALLEGIANCE**

**4) CITY MANAGER REPORT**

4.a OpenGov Presentation

Andrew Kercado and Mark Welch presented to Council the budgeting system of OpenGov. Andrew emphasized the benefits OpenGov could have for staff, which included modernizing city-wide operations and improving technology, increased transparency, ability for all departments to track their budget and performance, and enhanced budgeting capability. This software would help staff check off at least 9 goals. OpenGov would provide internal efficiencies and streamline information sharing which could increase data-driven decision making. It would also allow staff to translate that information into easy to understand quarterly reports that can be used for City Council and shared to the website.

There was a sample agreement attached for Council to review. Staff needed Council approval in order to make the purchase.

Councilor TenEyck wanted to know if there was an analysis on offset, that could show Council where they are spending money.

4.b Community Development Quarterly Report

Interim Community Development Director Seitz gave Council an update on how the Community Development Department was being restructured. He also gave a quick update on the facade grant. The grant had been used to update the Harvest Foods' cowboy, the Reece building, and the school district building on Sixth Street.

4.c FY 2018-19 Audit Review

Finance Director Ince reported we had another clean audit report from Barnett and Morro. We had no misstatements, and everything went smoothly. The auditors couldn't believe our growth rate and how well it had been managed.

**5) PUBLIC HEARING**

- 5.a A Public Hearing to discuss the proposed Community Development Block Grant applications for (1) final design of water utility extension to the Power City and Brownell areas and (2) final design of sewer utility extension to the Power City and Brownell areas.

Mayor Dedrick opened the Public Hearing at 6:34 p.m. Mayor Dedrick read the public notice into the record. Public Notice and Notice of Public Hearing. The City of Umatilla is eligible to apply for a 2020 Community Development Block Grant from the Business Oregon. Community Development Block Grant funds come from the U.S. Department of Housing and Urban Development. The grants can be used for public facilities and housing improvements, primarily for persons with low and moderate incomes. Approximately \$12 million will be awarded to Oregon non-metropolitan cities and counties in 2019. The maximum grant that a city or county can receive for a public works project is \$2,500,000. The City of Umatilla is preparing two applications for a 2020 Community Development Block Grant from the Business Oregon for #1. Final Design of water utility extension to the Power City area; and #2. Final Design of sewer utility extension to Power City area. The City would also like to extend water and sewer service to the Brownell neighborhood behind the ODOT weigh station and will incorporate that into each project if possible; this will depend on the results of an income survey currently underway. It is estimated that the proposed projects will benefit at least 93 persons without the Brownell neighborhood, of whom 66.7% will be Low- or Moderate-income, or 183+ persons with the Brownell neighborhood, of which at least 51.3% will be low- or moderate-income. A first public hearing will be held by the City Council at 6:00 p.m. on February 18, 2020 at City Hall, 700 6th St. Umatilla, OR 97882. The purpose of this hearing is for the City Council to obtain citizen views and to respond to questions and comments about the scope of the proposed projects. Written comments for the first public hearing on February 18, 2020 are welcome and must be received by February 14, 2020 at City of Umatilla, PO Box 130/700 6th St. Umatilla, OR 97882. Both oral and written comments will be considered by the City Council in deciding whether to apply. A second public hearing will be held by the City Council at 7:00 p.m. on March 3, 2020 at City Hall, 700 6th St. Umatilla, OR 97882. The purpose of this hearing is for the City Council to obtain citizen views and to respond to questions and comments about: community development and housing needs, especially the needs of low- and moderate-income persons, as well as other needs in the community that might be assisted with a Community Development Block Grant project; and the proposed projects. Written comments for the second public hearing on March 3, 2020 are also welcome and must be received by February 27, 2020 at City of Umatilla, PO Box 130/700 6th St. Umatilla, OR 97882. Both oral and written comments will be considered by the City Council in

deciding whether to apply. The location of the hearing is accessible to persons with disabilities. Please contact City Recorder Nanci Sandoval at (541) 922-3226 if you will need any special accommodations to attend or participate in the meeting. More information about Oregon Community Development Block Grants, the proposed projects, and records about the City of Umatilla's past use of Community Development Block Grant funds is available for public review at City Hall 700 6th St. Umatilla, OR 97882 during regular office hours. Advance notice is requested. If special accommodations are needed, please notify Nanci Sandoval at (541) 922-3226 so that appropriate assistance can be provided. Permanent involuntary displacement of persons or businesses is not anticipated as a result from either proposed project. If displacement becomes necessary, alternatives will be examined to minimize the displacement and provide required/reasonable benefits to those displaced. Any low- and moderate-income housing that is demolished or converted to another use will be replaced.

Staff reported that they would like to submit an application for the bonus round. The City was currently eligible to receive 2.5 million dollars for each project.

Mayor Dedrick then took testimony from the audience.

Janet Bonney was in favor of the applications with no other testimony to present.

Sam Nobles was in favor of the applications. He stated there were currently 11 people on one well and it was the perfect place to have the City furnish water to them.

Terry Dugan was in favor of proposal. He hoped water rates didn't go in the direction that Hermiston's rates had gone. He also wanted to let staff know that he had not received a notice and notices were not going out as they were supposed to.

Glenn Bloom was in favor of the proposal. He wanted to know if the UGB was going to change. He also wanted to know if people were going to be forced into connecting to the lines right away because he had just installed a new septic tank. Manager Stockdale told him it would not force people to connect to the sewer or water line unless there was a failure in the homeowner's current system or it did not meet DEQ standards.

Joann Blair had no testimony to present but was in favor of the proposal.

Michael Ritzer currently does not reside on Lind Road, but owns property there and he was in favor of the proposal.

Clinton Fordice was in favor of the proposal. He owned properties in Power City. Mr. Fordice asked several questions in regard to the industrial wastewater line currently being installed, but presented no testimony in regards to the public hearing about the Community Development Block Grant.

There was no opposition to the Community Development Block Grants.

Ken Bonney was not in favor or against the applications. He asked if smaller lots would be allowed to annex into City limits. Manager Stockdale responded yes.

Marlene Merritt was not in favor or against the applications. She wanted to know what the monthly cost would be for basic gallons of domestic water. Finance Director Ince stated the basic usage cost was 16 and some change and it would go up depending on usage. The cost after the basic usage was \$1.68 per thousand gallons used.

Mayor Dedrick asked if there was any further testimony to present. Seeing none she asked for a motion to close the Public Hearing.

Michael Roxbury moved to close Public Hearing. Corinne Funderburk seconded the motion. Voted: 4 - 0. Motion carried.

**6) NEW BUSINESS**

6.a Resolution No. 43-2020 - A Resolution authorizing the Mayor to sign an amendment to the existing agreement with the State of Oregon Department of Environmental Quality for a Clean Water State Revolving Fund Loan, Agreement No. R93052.

Roak TenEyck moved to approve Resolution No. 43-2020 - A Resolution authorizing the Mayor to sign an amendment to the existing agreement with the State of Oregon Department of Environmental Quality for a Clean Water State Revolving Fund Loan, Agreement No. R93052. Michael Roxbury seconded the motion. Voted: 4 - 0. Motion carried.

**9) DISCUSSION ITEMS**

9.a Rate Study Discussion

City Staff had been working with FCS Group on a comprehensive utility rate and system development charge study. Growth should pay for growth. The numbers were still being worked and the presentation was not the final recommendation from staff or the FCS Group. These were just the initial findings of the study and they presented worst case scenarios for us to consider when adjusting our rates.

9.b Community Development Block Grant Resolution Discussion

Discussion occurred over the 3 resolutions staff was proposing for the March 3rd meeting. All three items relate to the City's Community Development Block Grant (CDBG) applications. The first resolution adopts a Language Access Plan (LAP) for Limited English-Speaking Persons (LEP). The second resolution is a Fair Housing Resolution.

The third resolution adopts a Section 3 Plan to comply with 24 CFP, Part 135 of the United States Department of Housing and Urban Development Section. Staff

wanted consensus to add these to the Consent Agenda. Seeing no issues, consensus was reached to include resolutions to Consent Agenda for the March 3rd meeting.

- 9.c Plan Amendment (PA-3-19) - The City of Umatilla is proposing to establish a new residential zone, Livestock Residential, that is intended for low density residential use. The proposed zone would allow for livestock and other permitted animals on larger lots and establishes lot size and density standards for permitted animals within city limits. The proposed amendment will update Chapter 2 (Land Use Planning) of the City's comprehensive plan to include the proposed Livestock Residential zone.

Plan Amendment PA-3-19 would be placed on the March 3rd City Council Meeting. Staff was not opposed to annexing Power City into City limits as long as the residents were okay with it. Staff could develop a limited livestock zone. Interim Community Development Director Seitz stated he was able to find a sample ordinance from the City of Prineville. Prineville allowed livestock within city limits and had included that for Council to review.

**10) ADJOURN**

Roak TenEyck moved to adjourn. Corinne Funderburk seconded the motion. Voted: 4 - 0. Motion carried.

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Mary Dedrick, Mayor

ATTEST:

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Nanci Sandoval, City Recorder

Report Criteria:  
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>7</b>							
7	A & M Supply	3021284	RAS Pumps	01/31/20	168.19	44556	02/06/20
	Total 7:				168.19		
<b>13</b>							
13	A-1 Industrial Hose & Supply	168629	Supplies for Water Depart.	02/03/20	23.28	44557	02/06/20
	Total 13:				23.28		
<b>45</b>							
45	AJ's Printed Apparel	17514	Basketball Jerseys	01/23/20	396.00	44558	02/06/20
	Total 45:				396.00		
<b>102</b>							
102	Aramark Uniform Services, Inc.	864325127	Towels, sewer plant	01/16/20	166.37	44559	02/06/20
		864344696	Police Mats	01/30/20	252.27	44559	02/06/20
		864344698	Towels, sewer plant	01/30/20	170.12	44559	02/06/20
		864364275	Police Mats	02/13/20	252.27	44642	02/24/20
		864364277	Shop Towels/mats	02/13/20	170.12	44642	02/24/20
	Total 102:				1,011.15		
<b>142</b>							
142	Baker, Kylie	TRAVELREI	Evidence Management Training-OPOA-Bend	02/13/20	218.25	44640	02/20/20
	Total 142:				218.25		
<b>148</b>							
148	Banner Bank Mastercard	0715FEB202	Parks Dept Lunch Meeting	01/24/20	42.00	44561	02/06/20
		0715FEB202	Mis-applied Payment Credit	01/24/20	22.78-	44561	02/06/20
		2217FEB202	Costa Sunglasses	01/24/20	199.00	44561	02/06/20
		2217FEB202	Police One-Training Skillman	01/24/20	495.00	44560	02/06/20
		2217FEB202	Delta -Training Baker	01/24/20	413.60	44561	02/06/20
		2217FEB202	Allianz Travel-Training Baker	01/24/20	27.92	44561	02/06/20
		2217FEB202	Third Degree Comm-Training Baker	01/24/20	375.00	44561	02/06/20
		2217FEB202	Amazon-multi-fold towesl, Mega Roll Toilet Paper	01/24/20	40.48	44561	02/06/20
		2217FEB202	TLO Transunion	01/24/20	50.00	44561	02/06/20
		2217FEB202	Amazon	01/24/20	115.00	44561	02/06/20
		2217FEB202	NW Leadership-Traing 84-7,2,8	01/24/20	1,050.00	44561	02/06/20
		2217FEB202	Amazon-Forensics Source	01/24/20	111.76	44560	02/06/20
		2217FEB202	Amazon-Ergonomic Office Chair	01/24/20	113.99	44561	02/06/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		2217FEB202	Amazon-Correction Tape	01/24/20	13.99	44561	02/06/20
		2217FEB202	Amazon-Smead Blue Bar-Style Color-Coded Alphabetic Label	01/24/20	29.68	44561	02/06/20
		2217FEB202	Inn at Seaside-Training Huxell	01/24/20	301.17	44561	02/06/20
		2217FEB202	Amazon-Classic Leather Office Chair	01/24/20	67.99	44561	02/06/20
		3132FEB20	Tarp for the Marina	02/01/20	169.99	44561	02/06/20
		5571FEB202	Association of Flood Plain Mngrs Membership	01/24/20	165.00	44561	02/06/20
		5571FEB202	Cop of Deed	01/24/20	3.00	44561	02/06/20
		5571FEB202	Gas for travel to Salem	01/24/20	35.39	44561	02/06/20
		5571FEB202	Electrial Code Book	01/24/20	19.70	44561	02/06/20
		5571FEB202	Hotel for Electrial Class	01/24/20	108.29	44561	02/06/20
		5571FEB202	Gas for Travel From Salem	01/24/20	44.55	44561	02/06/20
		5919FEB20	SMARSH Archiving Sub.	02/01/20	135.00	44561	02/06/20
		5919FEB20	WWTP Supervisor Posting	02/01/20	200.00	44561	02/06/20
		5919FEB20	Police Dept Supplies	02/01/20	87.22	44561	02/06/20
		5919FEB20	Retirement Plaque Stensrud	02/01/20	71.09	44561	02/06/20
		5919FEB20	GFOA Conference Registration	02/01/20	420.00	44561	02/06/20
		5919FEB20	FCC Radio Licensing	02/01/20	477.50	44561	02/06/20
		5919FEB20	FCC Radio Licsensing	02/01/20	477.50	44561	02/06/20
		6564FEB202	Postage	01/24/20	25.50	44639	02/18/20
		6564FEB202	Lunch Meeting	01/24/20	6.00	44639	02/18/20
		7017FEB20	Pesticide Application Renewal	02/01/20	115.00	44561	02/06/20
		7017FEB20	Tribal Nations-Painting for Library	02/01/20	219.00	44561	02/06/20
	Total 148:				6,203.53		
<b>182</b>							
182	Bert's Auto Salvage	40872	TOW 1972 Boat and Trailer	10/31/19	150.00	44643	02/24/20
	Total 182:				150.00		
<b>206</b>							
206	BJK Truck Parts	X100021423:	Sander/plow	01/21/20	64.08	44562	02/06/20
		X100022775:	Riverside Dr. Rd. Closure Sign	02/06/20	99.94	44644	02/24/20
	Total 206:				164.02		
<b>255</b>							
255	Broad Reach	ARU0298999	Books for Library	01/15/20	35.98	44563	02/06/20
	Total 255:				35.98		
<b>293</b>							
293	Buttercreek Equipment, Inc.	01465	3710-Kabota	01/28/20	38.16	44564	02/06/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 293:					38.16		
<b>308</b>							
308	CALDERA, JACQUELINE	TRAVELREI	Leadership Class	01/31/20	41.25	44565	02/06/20
		TRAVELREI	Leadership Class	01/31/20	41.25	44565	02/06/20
Total 308:					82.50		
<b>320</b>							
320	Canon Solutions America, Inc	4031724302	MAINTENANCE	01/24/20	100.74	44645	02/24/20
Total 320:					100.74		
<b>351</b>							
351	Cascade Natural Gas Corp.	3033FEB202	82959 Draper St.	01/27/20	130.51	44566	02/06/20
		4006FEB202	700 6th St.	01/27/20	165.01	44566	02/06/20
		4006FEB202	700 6th St.	01/27/20	165.02	44566	02/06/20
		4006FEB202	700 6th St.	01/27/20	165.01	44566	02/06/20
		5627FEB202	822 6th St.	01/27/20	138.99	44566	02/06/20
		7846FEB202	830 6th St.	01/27/20	297.46	44566	02/06/20
		8476FEB202	1205 W 3RD St.	01/27/20	750.68	44566	02/06/20
Total 351:					1,812.68		
<b>362</b>							
362	Center Point Large Print	1757000	Large Print Books for Library	02/01/20	140.22	44646	02/24/20
Total 362:					140.22		
<b>367</b>							
367	CenturyLink	0453FEB202	Police Dept Phones	01/25/20	93.23	44567	02/06/20
Total 367:					93.23		
<b>391</b>							
391	CI INFORMATION MANAGMEN	0093561	Onsite document shred	01/31/20	45.62	44568	02/06/20
		0095887	Onsite document shred	01/31/20	91.82	44647	02/24/20
		95258	Onsite document shred	01/31/20	45.91	44647	02/24/20
Total 391:					183.35		
<b>427</b>							
427	Columbia Harvest Foods	04-1047029	Suppliles for Golf Well	01/17/20	28.77	44648	02/24/20
		DOWNTOW	Reimbursement for Sign Improvement-Downtown Revitalization Grant Prgm	01/31/20	14,985.00	44569	02/06/20
Total 427:					15,013.77		
<b>435</b>							
435	Commercial Tire	251151	Chrysler	01/22/20	167.74	44649	02/24/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		251151	Chrysler	01/22/20	167.74	44649	02/24/20
		251151	Chrysler	01/22/20	167.74	44649	02/24/20
		251151	Chrysler	01/22/20	167.74	44649	02/24/20
		251355	Snow tire change over	01/30/20	63.00	44570	02/06/20
		251826	Battery-2012 Dodge Charger	02/14/20	193.94	44649	02/24/20
	Total 435:				927.90		
<b>478</b>							
478	Creative Product Source, Inc.	CPI083587	Coloring Books for Library	01/27/20	206.61	44571	02/06/20
	Total 478:				206.61		
<b>484</b>							
484	Crown Paper & Janitorial	276316	Marina - Janitorial Supplies	01/31/20	124.76	44572	02/06/20
	Total 484:				124.76		
<b>485</b>							
485	CRST Expedited	193231FEB2	Refund Overpmt Ramon Rico	02/01/20	215.00	44573	02/06/20
	Total 485:				215.00		
<b>488</b>							
488	Crystal Springs	9262940020	Water for Police Department	02/05/20	48.00	44650	02/24/20
	Total 488:				48.00		
<b>536</b>							
536	Dell Marketing L.P.	1036662414	Office Lincense for PD	01/08/20	278.78	44651	02/24/20
	Total 536:				278.78		
<b>550</b>							
550	DEQ - Dept. of Environmental Q	WQDFC20-0	Lind Road	01/17/20	985.00	44575	02/06/20
	Total 550:				985.00		
<b>577</b>							
577	DIVCO	SCPAY8029	HVAC Maintenance - City Hall	02/01/20	484.50	44652	02/24/20
		SCPAY8029	HVAC Maintenance - Public Works	02/01/20	140.50	44652	02/24/20
		SCPAY8029	HVAC Maintenance - Sewer Plant	02/01/20	340.00	44652	02/24/20
	Total 577:				965.00		
<b>609</b>							
609	Duke's Auto Plus	12666	Auto Repairs	02/04/20	495.00	44653	02/24/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 609:					495.00		
<b>628</b>							
628	East Oregonian	65253	RECRUITING-WWTP Supervisor	01/24/20	747.46	44578	02/06/20
		65301	PUBLIC NOTICE	01/25/20	278.66	44578	02/06/20
Total 628:					1,026.12		
<b>635</b>							
635	Eastern Oregon Telecom, LLC	8743FEB202	Marina Internet	02/01/20	303.80	44579	02/06/20
		8743FEB202	Police Dept. Internet	02/01/20	274.34	44579	02/06/20
		8743FEB202	Shop Internet	02/01/20	64.05	44579	02/06/20
		8743FEB202	City Hall Internet	02/01/20	383.48	44579	02/06/20
		8743FEB202	Library Internet	02/01/20	300.69	44579	02/06/20
		8743FEB202	Waste Water Treatment Telephone	02/01/20	337.00	44579	02/06/20
Total 635:					1,663.36		
<b>674</b>							
674	EOTEC	TPA2019	tourism Promotion Assessment	01/30/20	9,952.86	44580	02/06/20
Total 674:					9,952.86		
<b>720</b>							
720	FERGUSON WATERWORKS #	0841375	Water meters	01/09/20	1,874.88	44582	02/06/20
Total 720:					1,874.88		
<b>814</b>							
814	Gerry Butler	02112020	Books for Library	02/11/20	30.00	44655	02/24/20
Total 814:					30.00		
<b>854</b>							
854	Gordon's Electric Inc.	W12804	ER Repair Intertie Well	01/22/20	12,988.61	44583	02/06/20
		W12946	Check pump #2 at Wildwood Lane Lift Station	02/13/20	105.00	44656	02/24/20
Total 854:					13,093.61		
<b>856</b>							
856	Gotcha Covered	137727	Cleaning Services	02/05/20	443.84	44584	02/06/20
		137727	Cleaning Services	02/05/20	383.98	44584	02/06/20
		137727	Cleaning Services	02/05/20	383.98	44584	02/06/20
		137727	Cleaning Services	02/05/20	248.20	44584	02/06/20
Total 856:					1,460.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>905</b>							
905	H.D. Fowler Company	I5371293	Water Dept Supplies Meters etc	01/16/20	159.60	44586	02/06/20
		I5375175	Water Dept Supplies Meters etc	01/23/20	199.00	44586	02/06/20
	Total 905:				358.60		
<b>911</b>							
911	Hagerman Inc.	1-22401	WW Vac Truck	02/11/20	169.74	44657	02/24/20
	Total 911:				169.74		
<b>960</b>							
960	Heller & Sons Dist., Inc.	215083	Marina Fuel Tank Repair	01/16/20	473.26	44658	02/24/20
		215089	Marina Fuel Tank Repair	01/31/20	221.45	44658	02/24/20
		24532	Gasoline for Police Cars	01/31/20	2,291.27	44658	02/24/20
		24533	Gas for Public Works Vehicles	01/31/20	354.44	44658	02/24/20
		24533	Gas for Public Works Vehicles	01/31/20	578.58	44658	02/24/20
		24533	Gas for Public Works Vehicles	01/31/20	229.35	44658	02/24/20
		24533	Gas for Public Works Vehicles	01/31/20	575.10	44658	02/24/20
		58917	Golf Well Oil	01/27/20	47.76	44587	02/06/20
	Total 960:				4,771.21		
<b>966</b>							
966	Hermiston Auto Parts, Inc.	597011	Parts for the Spray Truck #14	01/17/20	22.78	44588	02/06/20
		597014	Parts for the Spray Truck #14	01/17/20	13.90	44588	02/06/20
		597021	Tools for the water dept	01/17/20	56.48	44588	02/06/20
		597113	Fuel Pump for On-Call Truck #19	01/21/20	113.76	44588	02/06/20
		597113	Fuel Pump for On-Call Truck #19	01/21/20	113.76	44588	02/06/20
		597113	Fuel Pump for On-Call Truck #19	01/21/20	113.75	44588	02/06/20
		597124	Hose Clamp	01/21/20	2.47	44588	02/06/20
		597128	Silverado and F250 Maintenance	01/21/20	12.98	44588	02/06/20
		597315	Pliers	01/27/20	27.99	44588	02/06/20
		597356	Glow Plug	01/28/20	12.73	44588	02/06/20
		597408	Battery replacement unit#114 PD	01/29/20	217.72	44588	02/06/20
		597425	Battery Core Credit for Unit #114-PD	01/30/20	18.00-	44588	02/06/20
		597431	PPE For Sand Blasting	01/30/20	32.43	44588	02/06/20
		597432	Parts Cleaner for Waste Water	01/30/20	32.28	44588	02/06/20
		597445	Filter	01/30/20	17.99	44588	02/06/20
		597490	Napa Gear 80W	01/31/20	57.48	44659	02/24/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		597494	Push Pin Removal Plier	01/31/20	29.99	44659	02/24/20
		815572	Fix On-Call Truck #19-Vac Pump	01/16/20	57.62	44588	02/06/20
Total 966:					918.11		
<b>974</b>							
974	HERMISTON IRRIGATION DIS	2020-1406	2020 Assessment	02/10/20	285.00	44660	02/24/20
Total 974:					285.00		
<b>1012</b>							
1012	Home Depot Credit Services	1051742	Marina Supplies	01/17/20	308.46	44589	02/06/20
		2043944	Well house	01/16/20	215.60	44589	02/06/20
		2100240	Marina Supplies	12/27/19	50.92	44589	02/06/20
		3042305	Heaters for the library	12/26/19	149.91	44589	02/06/20
		3101400	Marina Supplies	01/15/20	254.82	44589	02/06/20
		6100016	Gopher Bombs	12/23/19	13.94	44589	02/06/20
		9043379	Led for Water Shop	01/09/20	465.00	44589	02/06/20
Total 1012:					1,458.65		
<b>1024</b>							
1024	HORN,ESMERALDA	TRAVELEXP	PER DIEM GOV TASK FORCE	01/22/20	352.75	44590	02/06/20
Total 1024:					352.75		
<b>1060</b>							
1060	Ingram	43639227	Library Books	01/21/20	16.80	44591	02/06/20
		43639228	Library Books	01/21/20	51.57	44591	02/06/20
		43748535	Library Books	01/28/20	49.78	44591	02/06/20
		43820791	Library Books	02/03/20	17.99-	44591	02/06/20
		43844532	Library Books	02/04/20	17.40	44591	02/06/20
		43844533	Library Books	02/04/20	141.05	44591	02/06/20
		4384531	Library Books	02/04/20	17.39	44591	02/06/20
		43926891	Library Books	02/11/20	14.97	44661	02/24/20
		43926892	Library Books	02/11/20	16.20	44661	02/24/20
		44010696	Library Books	02/18/20	16.19	44661	02/24/20
Total 1060:					323.36		
<b>1068</b>							
1068	Intermountain ESD	598T066630	Key board and monitors for Marina	01/15/20	229.87	44592	02/06/20
		598T066654	Computer for the PD	01/08/20	800.04	44592	02/06/20
		598T066763	Monitors for the Library	01/29/20	259.98	44662	02/24/20
Total 1068:					1,289.89		
<b>1089</b>							
1089	J U B Engineers, Inc.	131590	Lind Road Improvements	02/11/20	22,481.83	44663	02/24/20
		131649	Phase 1 Construction				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
			Management Services	02/15/20	13,996.57	44663	02/24/20
		131652	Development Engineering Reviews	02/15/20	3,037.83	44663	02/24/20
Total 1089:					39,516.23		
<b>1099</b>							
1099	James C. Fulper dba Health Opt	87811	DOT Physical-Mendoza	01/17/20	95.00	44593	02/06/20
Total 1099:					95.00		
<b>1108</b>							
1108	JESSE RODRIGUEZ CONSTR	6	City of Umatilla Industrial Discharge Facility	02/03/20	181,702.70	44594	02/06/20
Total 1108:					181,702.70		
<b>1112</b>							
1112	Jimmy's Johns Portable Toilets L	10843	Marina & RV Park - 2 Units	02/01/20	185.00	44664	02/24/20
Total 1112:					185.00		
<b>1142</b>							
1142	Jordan Ramis PC	165757	Legal Services	01/29/20	3,503.50	44595	02/06/20
		165758	Legal Services	01/29/20	450.00	44595	02/06/20
		165758	Legal Services	01/29/20	22.50	44595	02/06/20
Total 1142:					3,976.00		
<b>1187</b>							
1187	Kids Reference Co.	KRC01-8908	Books for Library	01/27/20	209.21	44666	02/24/20
		KRC11-8679	Books for Library	11/22/19	153.82	44596	02/06/20
Total 1187:					363.03		
<b>1189</b>							
1189	KIE Supply Corp	2017422	WWTP supplies	01/21/20	8.56	44597	02/06/20
		2017483	WWTP supplies	01/22/20	3.16	44597	02/06/20
		2017487	WWTP supplies	01/22/20	55.49	44597	02/06/20
Total 1189:					67.21		
<b>1204</b>							
1204	KOHU/KQFM RADIO	871-00006-0	HOLIDAY GREETING	12/31/19	85.00	44667	02/24/20
		871-00006-0	HOLIDAY GREETING	12/31/19	85.00	44667	02/24/20
Total 1204:					170.00		
<b>1211</b>							
1211	Krogh, Theresa	WEDDINGSJ	Weddings	01/31/20	50.00	44598	02/06/20
Total 1211:					50.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>1221</b>							
1221	Kuo Testing Labs, Inc.	20A0015	TRCI Lab Tests	01/15/20	85.10	44668	02/24/20
		20A0016	TRCI Lab Tests	02/15/20	85.10	44668	02/24/20
		20A0017	TRCI Lab Tests	01/15/20	85.10	44668	02/24/20
		20A0140	TRCI Lab Tests TBR	01/21/20	85.10	44599	02/06/20
		20B0043	TRCI Lab Tests TBR	02/05/20	85.10	44668	02/24/20
		20B0044	TRCI Lab Tests TBR	02/05/20	85.10	44668	02/24/20
		20B0080	TRCI Lab Tests TBR	02/05/20	85.10	44668	02/24/20
		20B0081	TRCI Lab Tests TBR	02/05/20	85.10	44668	02/24/20
Total 1221:					680.80		
<b>1335</b>							
1335	MagazineLine	2020SUBSC	Subscription for Library	02/21/20	44.95	44669	02/24/20
Total 1335:					44.95		
<b>1340</b>							
1340	Mail Finance	N8150359	Postage Meter Annual Rental	02/10/20	1.55	44670	02/24/20
		N8150359	Postage Meter Annual Rental	02/10/20	6.19	44670	02/24/20
		N8150359	Postage Meter Annual Rental	02/10/20	6.19	44670	02/24/20
		N8150359	Postage Meter Annual Rental	02/10/20	183.44	44670	02/24/20
		N8150359	Postage Meter Annual Rental	02/10/20	183.44	44670	02/24/20
		N8150359	Postage Meter Annual Rental	02/10/20	6.19	44670	02/24/20
Total 1340:					387.00		
<b>1362</b>							
1362	Martin Business Systems	15019	Checks for Common Account	01/14/20	200.38	44671	02/24/20
Total 1362:					200.38		
<b>1509</b>							
1509	MPH Industries	6010229	Radar Unit Police Dept.	01/14/20	1,243.00	44603	02/06/20
Total 1509:					1,243.00		
<b>1561</b>							
1561	Norco Inc.	28466066	Cylinder Rental	01/31/20	43.12	44672	02/24/20
		28466066	Cylinder Rental	01/31/20	43.12	44672	02/24/20
Total 1561:					86.24		
<b>1580</b>							
1580	NW Farm Supply Inc.	C109849	Supplies	02/13/20	57.67	44673	02/24/20
		D80562	riverside drive road closure sign	02/06/20	11.88	44673	02/24/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1580:					69.55		
<b>1587</b>							
1587	OAMR	02156	Conference Registration - Nanci Sandoval	02/18/20	150.00	44674	02/24/20
Total 1587:					150.00		
<b>1628</b>							
1628	Oregon Assoc Chiefs of Police	236	Dues-Wright	01/08/20	150.00	44606	02/06/20
		285	Dues-Huxel	01/08/20	225.00	44606	02/06/20
		378	Dues-Tovey	01/08/20	150.00	44606	02/06/20
		437	Dues-Kennedy	01/08/20	150.00	44606	02/06/20
Total 1628:					675.00		
<b>1629</b>							
1629	Oregon Assoc of Water Util	28152	Cert Renewal-Tassie, Horn	01/29/20	570.00	44607	02/06/20
		28180	Annual M&T Conference-Coleman, Harrington	01/29/20	325.00	44607	02/06/20
		28180	Annual M&T Conference-Coleman, Harrington	01/29/20	325.00	44607	02/06/20
Total 1629:					1,220.00		
<b>1636</b>							
1636	Oregon Dept of Revenue	STATEASSE	State Court Assessments	02/01/20	25,669.12	44608	02/06/20
Total 1636:					25,669.12		
<b>1643</b>							
1643	Oregon Library Association	11657	OLA Membership Dues - Sotelo	02/07/20	360.00	44675	02/24/20
		11663	OLA Conference Registration-Strong	02/07/20	360.00	44675	02/24/20
Total 1643:					720.00		
<b>1674</b>							
1674	Owen Equipment Co.	00194062	Street Equipment	02/05/20	130.45	44676	02/24/20
		194018	Street Equipment	02/04/20	776.04	44676	02/24/20
Total 1674:					906.49		
<b>1676</b>							
1676	OXARC Inc.	30867404	Chlorine Cylinders-Port	01/13/20	935.00	44611	02/06/20
		30867405	Chlorine Cylinders-Golf	01/13/20	935.00	44611	02/06/20
		30867408	Chlorine Cylinders-Intertie	01/13/20	935.00	44611	02/06/20
		30867409	Chlorine Cylinders-McFarland	01/13/20	935.00	44611	02/06/20
		30872090	Safety Supplies	01/27/20	204.85	44611	02/06/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 1676:					3,944.85		
<b>1680</b>							
1680	PACIFIC AERIAL SERVICES, I	2212	Insulated Bucket Truck Unit 23	02/05/20	310.00	44677	02/24/20
Total 1680:					310.00		
<b>1684</b>							
1684	Pacific Power	0010FEB202	820 6th St.	01/17/20	97.49	44612	02/06/20
		0013FEB202	Highway 395 & 730 Interti Well	01/17/20	2,282.27	44612	02/06/20
		0021FEB202	Lift Pumps	01/29/20	7,769.29	44612	02/06/20
		0039FEB202	McFarland Well	01/28/20	1,564.49	44612	02/06/20
		0047FEB202	Electric Svs	01/30/20	269.31	44678	02/24/20
		0054FEB202	City Pk Rest Rooms	12/25/19	283.38	44612	02/06/20
		0062FEB202	Shop Complex	01/17/20	27.81	44612	02/06/20
		0070FEB202	8th & F SE Corner	01/17/20	199.46	44612	02/06/20
		0088FEB202	8th & E St SS Park	01/17/20	145.18	44612	02/06/20
		0096FEB202	6th & A St.	01/24/20	17.87	44612	02/06/20
		0104FEB202	Street Lights	01/21/20	2,338.33	44612	02/06/20
		0112FEB202	800 6th St.	01/17/20	51.59	44612	02/06/20
		0112FEB202	800 6th St.	01/17/20	272.34	44612	02/06/20
		0112FEB202	800 6th St.	01/17/20	272.34	44612	02/06/20
		0112FEB202	800 6th St.	01/17/20	272.34	44612	02/06/20
		0120FEB202	632 D St.	01/17/20	830.29	44612	02/06/20
		0146FEB202	Bud Draper Dr.	01/17/20	3,367.29	44612	02/06/20
		0153FEB202	Water Booster Station	01/17/20	1,425.38	44612	02/06/20
		0161FEB202	Water Tank Port	01/17/20	3,666.33	44612	02/06/20
		0179FEB202	285 Radar Rd.	01/29/20	638.21	44612	02/06/20
		0187FEB202	Div 7 Naches Ave. Lift	01/17/20	30.67	44612	02/06/20
		0377FEB202	Bath House Marina	01/24/20	923.62	44612	02/06/20
		0385FEB202	Fish Cleaning Sation	01/24/20	19.42	44612	02/06/20
		0393FEB202	West End Comfort Station	01/24/20	19.00	44612	02/06/20
		0401FEB202	15 Hp Pump Marina	01/24/20	99.34	44612	02/06/20
		0419FEB202	Quincy Ave N 2nd	01/24/20	292.75	44612	02/06/20
		0427FEB202	Marina Park	01/24/20	1,491.14	44612	02/06/20
		0435FEB202	1710 Quincy St.	01/24/20	755.39	44612	02/06/20
		0443FEB20	Marina Street Lights	01/15/20	194.32	44612	02/06/20
		0443FEB202	Umatilla Marina Street Lights	02/13/20	194.15	44678	02/24/20
		0476FEB202	ABT 30322 Highway 730	01/24/20	25.27	44612	02/06/20
		0500FEB202	129 Walla Walla St.	01/17/20	18.59	44612	02/06/20
Total 1684:					29,854.65		
<b>1715</b>							
1715	Pea Ridge Embroidery	36299	Coat-Stockdale	02/06/20	99.48	44679	02/24/20
Total 1715:					99.48		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>1737</b>							
1737	Pet Rescue	175	Dog Impounds	02/20/20	1,015.00	44680	02/24/20
Total 1737:					1,015.00		
<b>1791</b>							
1791	PRO RENTAL & SALES, INC.	22-1152214	Compactor double drum	01/23/20	128.37	44614	02/06/20
Total 1791:					128.37		
<b>1818</b>							
1818	Quill Corporation	4066584	Office Supplies	01/16/20	30.08	44615	02/06/20
		4066584	Office Supplies	01/16/20	5.98	44615	02/06/20
		4066584	Office Supplies	01/16/20	12.05	44615	02/06/20
		4066584	Office Supplies	01/16/20	18.03	44615	02/06/20
		4066584	Office Supplies	01/16/20	18.03	44615	02/06/20
		4066584	Office Supplies	01/16/20	12.05	44615	02/06/20
		4066584	Office Supplies	01/16/20	1.77	44615	02/06/20
		4092274	Office Supplies	01/16/20	18.77	44615	02/06/20
		4092274	Office Supplies	01/16/20	3.73	44615	02/06/20
		4092274	Office Supplies	01/16/20	7.52	44615	02/06/20
		4092274	Office Supplies	01/16/20	11.25	44615	02/06/20
		4092274	Office Supplies	01/16/20	11.25	44615	02/06/20
		4092274	Office Supplies	01/16/20	7.52	44615	02/06/20
		4092274	Office Supplies	01/16/20	1.11	44615	02/06/20
		4295809	Office Supplies	01/24/20	46.81	44615	02/06/20
		4295809	Office Supplies	01/24/20	9.30	44615	02/06/20
		4295809	Office Supplies	01/24/20	18.75	44615	02/06/20
		4295809	Office Supplies	01/24/20	28.05	44615	02/06/20
		4295809	Office Supplies	01/24/20	28.05	44615	02/06/20
		4295809	Office Supplies	01/24/20	18.75	44615	02/06/20
		4295809	Office Supplies	01/24/20	2.75	44615	02/06/20
		4404618	Office Supplies	02/01/20	15.95	44681	02/24/20
		4404618	Office Supplies	02/01/20	3.17	44681	02/24/20
		4404618	Office Supplies	02/01/20	6.39	44681	02/24/20
		4404618	Office Supplies	02/01/20	9.56	44681	02/24/20
		4404618	Office Supplies	02/01/20	9.56	44681	02/24/20
		4404618	Office Supplies	02/01/20	6.39	44681	02/24/20
		4404618	Office Supplies	02/01/20	.95	44681	02/24/20
		4469775	Office Supplies	01/31/20	49.63	44681	02/24/20
		4469775	Office Supplies	01/31/20	9.86	44681	02/24/20
		4469775	Office Supplies	01/31/20	19.88	44681	02/24/20
		4469775	Office Supplies	01/31/20	29.74	44681	02/24/20
		4469775	Office Supplies	01/31/20	29.74	44681	02/24/20
		4469775	Office Supplies	01/31/20	19.88	44681	02/24/20
		4469775	Office Supplies	01/31/20	2.92	44681	02/24/20
		4478474	Office Supplies	02/03/20	74.29	44681	02/24/20
		4478474	Office Supplies	02/03/20	14.76	44681	02/24/20
		4478474	Office Supplies	02/03/20	29.76	44681	02/24/20
		4478474	Office Supplies	02/03/20	44.52	44681	02/24/20
		4478474	Office Supplies	02/03/20	44.52	44681	02/24/20
		4478474	Office Supplies	02/03/20	29.76	44681	02/24/20
		4478474	Office Supplies	02/03/20	4.37	44681	02/24/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		4478476	Office Supplies	02/03/20	299.31	44681	02/24/20
		4478476	Office Supplies	02/03/20	59.47	44681	02/24/20
		4478476	Office Supplies	02/03/20	119.92	44681	02/24/20
		4478476	Office Supplies	02/03/20	179.39	44681	02/24/20
		4478476	Office Supplies	02/03/20	179.39	44681	02/24/20
		4478476	Office Supplies	02/03/20	119.92	44681	02/24/20
		4478476	Office Supplies	02/03/20	17.55	44681	02/24/20
		4503511	Office Supplies	01/31/20	8.53	44681	02/24/20
		4503511	Office Supplies	01/31/20	1.70	44681	02/24/20
		4503511	Office Supplies	01/31/20	3.42	44681	02/24/20
		4503511	Office Supplies	01/31/20	5.11	44681	02/24/20
		4503511	Office Supplies	01/31/20	5.11	44681	02/24/20
		4503511	Office Supplies	01/31/20	3.42	44681	02/24/20
		4503511	Office Supplies	01/31/20	.50	44681	02/24/20
		4538308	Office Supplies	02/04/20	77.78	44681	02/24/20
		4538308	Office Supplies	02/04/20	15.45	44681	02/24/20
		4538308	Office Supplies	02/04/20	31.16	44681	02/24/20
		4538308	Office Supplies	02/04/20	46.61	44681	02/24/20
		4538308	Office Supplies	02/04/20	46.61	44681	02/24/20
		4538308	Office Supplies	02/04/20	31.16	44681	02/24/20
		4538308	Office Supplies	02/04/20	4.57	44681	02/24/20
		4640814	Office Supplies	02/07/20	80.11	44681	02/24/20
		4640814	Office Supplies	02/07/20	15.92	44681	02/24/20
		4640814	Office Supplies	02/07/20	32.10	44681	02/24/20
		4640814	Office Supplies	02/07/20	48.02	44681	02/24/20
		4640814	Office Supplies	02/07/20	48.02	44681	02/24/20
		4640814	Office Supplies	02/07/20	32.10	44681	02/24/20
		4640814	Office Supplies	02/07/20	4.69	44681	02/24/20
		4648789	Office Supplies	02/07/20	89.33	44681	02/24/20
		4648789	Office Supplies	02/07/20	17.75	44681	02/24/20
		4648789	Office Supplies	02/07/20	35.79	44681	02/24/20
		4648789	Office Supplies	02/07/20	53.54	44681	02/24/20
		4648789	Office Supplies	02/07/20	53.54	44681	02/24/20
		4648789	Office Supplies	02/07/20	35.79	44681	02/24/20
		4648789	Office Supplies	02/07/20	5.25	44681	02/24/20
		4675049	Office Supplies	02/10/20	12.00	44681	02/24/20
		4675049	Office Supplies	02/10/20	2.38	44681	02/24/20
		4675049	Office Supplies	02/10/20	4.81	44681	02/24/20
		4675049	Office Supplies	02/10/20	7.19	44681	02/24/20
		4675049	Office Supplies	02/10/20	7.19	44681	02/24/20
		4675049	Office Supplies	02/10/20	4.81	44681	02/24/20
		4675049	Office Supplies	02/10/20	.70	44681	02/24/20
		4747638	Office Supplies	02/12/20	121.63	44681	02/24/20
		4747638	Office Supplies	02/12/20	24.17	44681	02/24/20
		4747638	Office Supplies	02/12/20	48.73	44681	02/24/20
		4747638	Office Supplies	02/12/20	72.90	44681	02/24/20
		4747638	Office Supplies	02/12/20	72.90	44681	02/24/20
		4747638	Office Supplies	02/12/20	48.73	44681	02/24/20
		4747638	Office Supplies	02/12/20	7.12	44681	02/24/20
		4784453	Office Supplies	02/12/20	67.13	44681	02/24/20
		4784453	Office Supplies	02/12/20	13.30	44681	02/24/20
		4784453	Office Supplies	02/12/20	26.81	44681	02/24/20
		4784453	Office Supplies	02/12/20	40.11	44681	02/24/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
		4784453	Office Supplies	02/12/20	40.11	44681	02/24/20
		4784453	Office Supplies	02/12/20	26.81	44681	02/24/20
		4784453	Office Supplies	02/12/20	3.93	44681	02/24/20
	Total 1818:				3,228.69		
<b>1849</b>							
1849	Recorded Books, LLC	76601326	Books on Tape for Library	01/30/20	152.99	44682	02/24/20
	Total 1849:				152.99		
<b>1912</b>							
1912	Ross Machine & Steel Sales, Inc	I53062	Flat Metal	01/23/20	23.70	44618	02/06/20
	Total 1912:				23.70		
<b>1977</b>							
1977	Seder Architecture + Urban Des,	#5-3	Umatilla Business Center	01/24/20	5,062.86	44619	02/06/20
		#5-3	Umatilla Business Center	01/24/20	5,062.86	44619	02/06/20
	Total 1977:				10,125.72		
<b>1981</b>							
1981	SEITZ, BRANDON	EXPENSER	Reimbursement for travel to Salem	01/30/20	82.50	44620	02/06/20
	Total 1981:				82.50		
<b>2039</b>							
2039	Smart Apple Media	ARU0299963	Library Books	01/30/20	89.95	44623	02/06/20
	Total 2039:				89.95		
<b>2059</b>							
2059	Smitty's Ace Hardware	620141	Chainsaw Repair	01/10/20	92.52	44624	02/06/20
		620142	Pole Saw Repair	01/10/20	19.99	44624	02/06/20
		620422	Ice Melt for Marina	01/15/20	91.96	44624	02/06/20
		620948	Streets supplies	01/23/20	68.19	44624	02/06/20
		621156	Supplies	01/27/20	31.08	44624	02/06/20
		621343	Supplies-Street	01/29/20	14.76	44624	02/06/20
		621513	Graffiti Removal Supplies	01/31/20	61.97	44624	02/06/20
		621631	marking supplies	02/02/20	62.48	44686	02/24/20
		622141	Marking Paint	02/11/20	47.44	44686	02/24/20
		622297	Straps for Equipment	02/13/20	33.98	44686	02/24/20
		622371	Supplies	02/14/20	24.94	44686	02/24/20
		622654	PD Sink Install	02/19/20	71.70	44686	02/24/20
		622672	PD Sink Install	02/19/20	10.98	44686	02/24/20
		622673	PD Sink Install	02/19/20	25.57-	44686	02/24/20
		622790	Graffiti Removal Supplies	02/21/20	34.75	44686	02/24/20
	Total 2059:				641.17		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>2067</b>							
2067	SOTELO, SUSANA	CKREQFEB2	Library Supplies	02/09/20	54.29	44687	02/24/20
Total 2067:					54.29		
<b>2076</b>							
2076	Specks Printing	7692	Printed Forms and Supplies	02/04/20	32.50	44688	02/24/20
		7692	Printed Forms and Supplies	02/04/20	32.50	44688	02/24/20
		7693	Business Cards-Skillman	02/04/20	65.00	44688	02/24/20
Total 2076:					130.00		
<b>2138</b>							
2138	SYNCHRONY BANK/AMAZON	8636379687	Library Books	01/07/20	39.95	44626	02/06/20
Total 2138:					39.95		
<b>2148</b>							
2148	Talos Engineering, Inc.	1445	Cellular Texting System	01/31/20	60.00	44689	02/24/20
		1449	Golf Booster Flow Meter	01/31/20	2,954.01	44689	02/24/20
Total 2148:					3,014.01		
<b>2209</b>							
2209	TMG SERVICES	0044723-IN	WATER DEPARTMENT MAINTENANCE	01/30/20	2,430.62	44691	02/24/20
		0044724-IN	WATER DEPARTMENT MAINTENANCE	01/30/20	2,189.62	44691	02/24/20
Total 2209:					4,620.24		
<b>2217</b>							
2217	Tonkon Torp, LLP	1596572	SIP Agreement w/County	01/15/20	11,710.00	44628	02/06/20
Total 2217:					11,710.00		
<b>2240</b>							
2240	Tri-City Herald	1847375	Advertising	02/24/20	632.60	44692	02/24/20
Total 2240:					632.60		
<b>2264</b>							
2264	Umatilla Chamber of Commerce	HOTELTAX2	Motel Tax payments 4th QTR 2019	01/31/20	4,868.68	44630	02/06/20
		HOTELTAX2	Motel Tax payments 4th QTR 2019	01/31/20	5,250.00	44630	02/06/20
Total 2264:					10,118.68		
<b>2273</b>							
2273	Umatilla County Finance Dept	COUNTYAS	County Assessment	02/01/20	3,185.50	44631	02/06/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2273:					3,185.50		
<b>2281</b>							
2281	Umatilla Elect. Coop. Assoc.	4907FEB202	Electric	02/01/20	52.54	44693	02/24/20
		6190FEB202	Electric	02/01/20	412.01	44693	02/24/20
		6190FEB202	Street Lights	02/01/20	70.00	44693	02/24/20
		7216FEB202	Electric	02/01/20	43.18	44693	02/24/20
		7216FEB202	Electric	02/01/20	27.39	44693	02/24/20
Total 2281:					605.12		
<b>2291</b>							
2291	Umatilla School District	OPENGYMF	Open Gym Facility Use	02/05/20	300.00	44632	02/06/20
Total 2291:					300.00		
<b>2293</b>							
2293	Unifirst Corporation	1430257862-	Bldg Maint/Supplies CH/Library	12/27/19	22.89	44634	02/06/20
		1430257862-	Bldg Maint/Supplies CH/Library	12/27/19	35.46	44634	02/06/20
		1430257862-	Bldg Maint/Supplies CH/Library	12/27/19	35.45	44634	02/06/20
		1430259953	Bldg Maint/Supplies CH/Library	01/24/20	42.20	44634	02/06/20
		1430259953	Bldg Maint/Supplies CH/Library	01/24/20	65.38	44634	02/06/20
		1430259953	Bldg Maint/Supplies CH/Library	01/24/20	65.38	44634	02/06/20
		1430260457	Bldg Maint/Supplies CH/Library	01/31/20	42.20	44634	02/06/20
		1430260457	Bldg Maint/Supplies CH/Library	01/31/20	65.38	44634	02/06/20
		1430260457	Bldg Maint/Supplies CH/Library	01/31/20	65.38	44634	02/06/20
		1430260960	Bldg Maint/Supplies CH/Library	02/07/20	44.72	44695	02/24/20
		1430260960	Bldg Maint/Supplies CH/Library	02/07/20	69.28	44695	02/24/20
		1430260960	Bldg Maint/Supplies CH/Library	02/07/20	69.29	44695	02/24/20
		1430261469	Bldg Maint/Supplies CH/Library	02/14/20	44.72	44695	02/24/20
		1430261469	Bldg Maint/Supplies CH/Library	02/14/20	69.28	44695	02/24/20
		1430261469	Bldg Maint/Supplies CH/Library	02/14/20	69.29	44695	02/24/20
		1430261983	Bldg Maint/Supplies CH/Library	02/21/20	44.72	44695	02/24/20
		1430261983	Bldg Maint/Supplies CH/Library	02/21/20	69.28	44695	02/24/20
		1430261983	Bldg Maint/Supplies CH/Library	02/21/20	69.29	44695	02/24/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2293:					989.59		
<b>2307</b>							
2307	UPS	84WV8020	Police Postage	01/11/20	28.71	44635	02/06/20
		84WV8050	Fee on Postage for PD	02/01/20	35.32	44696	02/24/20
Total 2307:					64.03		
<b>2314</b>							
2314	USA Bluebook Inc.	142741	Filter Paper	02/12/20	63.50	44697	02/24/20
		144065	Hach HQd Field Kit-Case	02/13/20	160.00	44697	02/24/20
Total 2314:					223.50		
<b>2337</b>							
2337	Verizon Wireless	9846418566	Water Dept Lines	01/15/20	85.64	44636	02/06/20
		9847537851	Cell Phone Administrator	02/09/20	80.02	44698	02/24/20
		9847537851	Public Works Phones	02/09/20	133.32	44698	02/24/20
		9847537851	Public Works Phones	02/09/20	133.32	44698	02/24/20
		9847537851	Police Cell Phones	02/09/20	1,123.96	44698	02/24/20
Total 2337:					1,556.26		
<b>2401</b>							
2401	Western States Equipment Co.	IN001218501	Perform PM-PM2-WWTP	02/06/20	3,030.77	44699	02/24/20
		IN001218538	Perform PM1-PM2-Water	02/06/20	5,370.21	44699	02/24/20
		SC201460	Parts-WWTP	01/27/20	2,925.87	44699	02/24/20
		SC201460	Part-Water Dept	01/27/20	5,191.47	44699	02/24/20
		SC201460	Environmental Recovery Charge	01/27/20	141.82	44699	02/24/20
		SC201460	Environmental Recovery Charge	01/27/20	141.82	44699	02/24/20
Total 2401:					16,801.96		
<b>2421</b>							
2421	Wildcat Electric, LLC	5015	Installing outlet in shop	01/22/20	473.27	44637	02/06/20
Total 2421:					473.27		
<b>2461</b>							
2461	Wright, Bill	TRAVELREI	Evidence Management Training-OPOA Bend	02/13/20	218.25	44641	02/20/20
Total 2461:					218.25		
<b>2504</b>							
2504	Mount's Lock & Key	240980	Install and program 2 alarm locks	01/23/20	768.25	44602	02/06/20
Total 2504:					768.25		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
<b>2541</b>							
2541	FCS Group	3034-219120	Water Utility	12/13/19	3,995.04	44654	02/24/20
		3034-219120	WW Utility	12/13/19	2,943.71	44654	02/24/20
		3034-219120	Parks System	12/13/19	660.00	44654	02/24/20
		3034-219120	School District	12/13/19	110.00	44654	02/24/20
		3034-220010	Rate Study	01/17/20	4,166.87	44581	02/06/20
		3034-220010	Rate Study	01/17/20	5,051.88	44581	02/06/20
		3034-220010	Rate Study	01/17/20	875.00	44581	02/06/20
		3034-220020	Water Utility	02/14/20	6,542.50	44654	02/24/20
		3034-220020	WW Utility	02/14/20	6,542.50	44654	02/24/20
		3034-220020	Construction Excise Tax	02/14/20	218.75	44654	02/24/20
Total 2541:					31,106.25		
<b>2592</b>							
2592	Johnson Economics	3018	Community Development Study	10/31/19	960.00	44665	02/24/20
Total 2592:					960.00		
<b>2615</b>							
2615	Shilhanek, Carol	CISCONFER	Travel Reimbursement-CIS Conference	02/19/20	19.42	44685	02/24/20
		CISCONFER	Travel Reimbursement-CIS Conference	02/19/20	19.43	44685	02/24/20
		CISCONFER	Travel Reimbursement-CIS Conference	02/19/20	16.65	44685	02/24/20
		TRAVELREI	Travel Reimbursement-CIS Conference	01/31/20	75.31	44622	02/06/20
		TRAVELREI	Travel Reimbursement-CIS Conference	01/31/20	64.56	44622	02/06/20
		TRAVELREI	Travel Reimbursement-CIS Conference	01/31/20	75.31	44622	02/06/20
Total 2615:					270.68		
<b>2638</b>							
2638	Rosales, Pablo	191603REST	Restitution-191603	02/01/20	20.00	44617	02/06/20
Total 2638:					20.00		
<b>2695</b>							
2695	Umpqua Research Company	T001507	Lab Testing-Coliforms Marina	01/27/20	30.00	44633	02/06/20
		T001508	Lab Testing-Coliforms	01/27/20	240.00	44633	02/06/20
		T001534	Lab Testing-Coliforms	01/31/20	30.00	44694	02/24/20
Total 2695:					300.00		
<b>2719</b>							
2719	Oregon Media LLC	5337-R	Eastern Oregon Visitor Guide	01/21/20	1,600.00	44609	02/06/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2719:					1,600.00		
<b>2721</b>							
2721	Phillips, Sheila	622CHENO	Utility Refund-Final Billing	01/30/20	21.66	44613	02/06/20
Total 2721:					21.66		
<b>2722</b>							
2722	Dickmeier, Kaylene & James	2599BLUEJA	Final Biling-Utility Refund	01/30/20	19.83	44576	02/06/20
Total 2722:					19.83		
<b>2723</b>							
2723	T Mobile	8369FEB202	Library phones	01/21/20	20.52	44627	02/06/20
Total 2723:					20.52		
<b>2724</b>							
2724	Sterling Properties	185ELMONT	Utility Refund	01/31/20	64.53	44625	02/06/20
Total 2724:					64.53		
<b>2725</b>							
2725	OWLA	2020DUES	Member Spring Conference Registration Fee & Dues	01/30/20	25.00	44610	02/06/20
		2020DUES	Member Spreing 2020 Conference Registration Fee & Dues	01/30/20	175.00	44610	02/06/20
Total 2725:					200.00		
<b>2726</b>							
2726	Northwest Clerks Institute	2020CONF	2020 Conference-Sandoval	02/04/20	1,200.00	44605	02/06/20
Total 2726:					1,200.00		
<b>2727</b>							
2727	Dynalectric	CHK#125651	Overpayment PDX65PH3	02/06/20	269.55	44577	02/06/20
Total 2727:					269.55		
<b>2728</b>							
2728	Richards Corner Creek	193092KEN	Overpayment-Kenneth Ross 193092	02/01/20	215.00	44616	02/06/20
Total 2728:					215.00		
<b>2729</b>							
2729	Nadir, Mohammad	200041NADI	Overpayment-Mohammad Nadir	02/01/20	265.00	44604	02/06/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2729:					265.00		
<b>2730</b>							
2730	Grajeda, Carlos	200090CARL	Overpayment-Carlos Grajeda 200090	02/01/20	500.00	44585	02/06/20
Total 2730:					500.00		
<b>2731</b>							
2731	Milan Logistics Inc.	193140DAVI	Overpayment-David M Kelly 193140	02/01/20	215.00	44601	02/06/20
Total 2731:					215.00		
<b>2732</b>							
2732	Shergill and Sons	200112PAUL	Overpayment-Paul B Sisemore	02/01/20	240.00	44621	02/06/20
Total 2732:					240.00		
<b>2733</b>							
2733	Mag Carriers LLC	200178TOM	Overpayment- Tommy L Funderburke 200178	02/01/20	215.00	44600	02/06/20
Total 2733:					215.00		
<b>2734</b>							
2734	Trillium Roadways	200189ADA	Overpayment-200189 Adam Allinour	02/01/20	440.00	44629	02/06/20
Total 2734:					440.00		
<b>2735</b>							
2735	Department of Transportation	PM230A010	Land Purchase-Surplus at Umatilla River Rd.	02/06/20	25,375.00	44574	02/06/20
		PM230A010	Land Purchase-Surplus at Umatilla River Rd.	02/06/20	1,000.00	44638	02/06/20
Total 2735:					26,375.00		
<b>2736</b>							
2736	Tenorio, Fred	389DARKCA	Final Billing-Utility Refund	02/01/20	15.51	44690	02/24/20
Total 2736:					15.51		
<b>2737</b>							
2737	Robertson, Zachary	UTILITYREF	Final Billing-1331 7th St.	02/24/20	73.12	44683	02/24/20
Total 2737:					73.12		
<b>2738</b>							
2738	Seventh Street Vinyl	867260	City Decals	02/19/20	870.00	44684	02/24/20

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Number	Check Issue Date
Total 2738:					870.00		
Grand Totals:					497,966.16		

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Report Criteria:  
Detail report type printed

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CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

Court Report - February

**Meeting Date:**

2020-03-03

**Department:**

Finance & Administrative  
Services

**Director:**

Melissa Ince

**Contact Person:**

Theresa Krogh

**Phone Number:**

5419223226

**Cost of Proposal:**

NA

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

N/A

**Amount Budgeted:**

NA

**Reviewed by Finance Department:**

No

**Previously Presented:**

NA

**Attachments to Agenda Packet Item:**

[February Court Report.pdf](#)

**Summary Statement:**

Approval

**Consistent with Council Goals:**

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



# Umatilla Municipal Court

700 6th Street, PO Box 130, Umatilla, OR 97882  
(541) 922-4570 Ext.2 Fax (541) 922-5758

February 6, 2020

TO: MAYOR MARY DEDRICK  
FROM: THERESA M KROGH, MUNICIPAL JUDGE  
SUBJECT: JANUARY 2020 MONTH END REPORT

<u>TOTAL</u>	<u>POLICE TRAINING COUNTY</u>		<u>STATE</u>	<u>REFUNDS</u>	
<u>RECEIPTS</u>	<u>FINES</u>	<u>FUND</u>	<u>ASSESS..</u>	<u>ASSESS.</u>	
\$ 59,350.07	\$28,165.45	\$ 5.00	\$3,185.50	\$25,669.12	\$2325.00

FUNDS INCLUDES, OVERPAYMENTS, RESTITUTION, REFUNDS TO DEFENDANTS AND BAIL TRANSFERRED TO OTHER COURTS.

TURNOVER FOR JANUARY 2020 IS \$28,165.45

TWO WEDDINGS WAS PERFORMED IN JANUARY OUT OF THE COURT ROOM..

Theresa M Krogh  
Municipal Judge for  
The City of Umatilla

:tmk

CC: COUNCIL

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Community Development Block Grant Resolution No. 44-2020, 45-2020 and 46-2020	<b>Meeting Date:</b> 2020-03-03
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<b>Department:</b> Finance & Administrative Services	<b>Director:</b> Melissa Ince	<b>Contact Person:</b> Melissa Ince	<b>Phone Number:</b>
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<b>Cost of Proposal:</b> N/A	<b>Fund(s) Name and Number(s):</b> N/A
<b>Amount Budgeted:</b> N/A	

<b>Reviewed by Finance Department:</b> Yes	<b>Previously Presented:</b> 02/18/2020
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**Attachments to Agenda Packet Item:**

[RES 44-2020 LEP.docx](#)

[2020.1.30\\_Umatilla\\_LEP.doc](#)

[RES 45-2020 FAIR HOUSING RESOLUTION.docx](#)

[RES 46-2020 2020.1.30\\_Umatilla\\_Section3Plan.docx](#)

**Summary Statement:**

The attached Resolutions all relate to the City's Community Development Block Grant (CDBG) applications.

1. The first resolution adopts a Language Access Plan (LAP) for Limited English Speaking Persons (LEP).
2. The second resolution is a Fair Housing Resolution.
3. The third resolution adopts a Section 3 Plan to comply with 24 CFP, Part 135 of the United States Department of Housing and Urban Development Section 3.

**Consistent with Council Goals:**

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

**RESOLUTION NO. 44-2020**

**A RESOLUTION ADOPTING A LANGUAGE ACCESS PLAN FOR LIMITED ENGLISH PROFICIENCY PERSONS IN THE CITY OF UMATILLA**

WHEREAS, the City of Umatilla wishes to be in accordance with Title VI non-discrimination laws regarding the provision of appropriate access to services and activities provided by federal agencies and recipients of federal assistance; and

WHEREAS, the City of Umatilla is applying for Housing and Urban Development (HUD) funding through the Community Development Block Grant (CDBG) program; and

WHEREAS, Business Oregon has provided guidance for the adoption of a Language Access Plan (LAP) for Limited English Speaking Persons (LEP).

NOW, THEREFORE, City resolves as follows:

1. The City of Umatilla has prepared and is adopting its Language Access Plan (LAP) related to two 2020 CDBG applications for final design of water and sewer utility extension to the Power City area and Brownell area located behind the ODOT weigh station.
2. City Manager David Stockdale has been named in the LAP as the LAP Coordinator.
3. The LAP will be updated as new Census Data regarding LEPs is presented and/or new CDBG or another Federal grant is awarded and requires the LAP to be updated or revised.

PASSED BY THE CITY COUNCIL AND SIGNED ON THIS 3<sup>rd</sup> DAY OF MARCH, 2020.

\_\_\_\_\_  
MARY DEDRICK, MAYOR

ATTEST:

\_\_\_\_\_  
NANCI SANDOVAL, CITY RECORDER

**FOUR-FACTOR ANALYSIS AND  
LANGUAGE ACCESS PLAN  
FOR LIMITED ENGLISH PROFICIENCY PERSONS  
IN THE CITY OF UMATILLA, OREGON**

**COMMUNITY DEVELOPMENT  
BLOCK GRANT PROGRAM**

**City of Umatilla**

**700 6th St  
Umatilla, OR 97882**

*March 2020*

**Contents**

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VII. Dissemination of the LAP .....	7

## **I. Introduction**

### **Purpose:**

In compliance with Executive Order 13166 and Title IV of the Civil Rights Act, The City of Umatilla has developed the following Language Access Plan (LAP)/Four Factor Analysis for Limited English Proficiency (LEP) persons. This Limited English Proficiency (LEP) Plan to ensure that LEP persons living in the Umatilla area receive meaningful access to federally assisted programs and services.

### **History:**

Title VI of the Civil Rights Act of 1964 is the federal law which protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who have limited English proficiency can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination.

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter.

Definition of LEP person: LEP persons are who, as a result of national origin, do not speak English as their primary language and who have a limited ability to speak, read, write, or understand. For purposes of Title VI and the LEP Guidance, persons may be entitled to language assistance with respect to a particular service, benefit, or encounter.

### **Methodology:**

The methodology recommended by the United States Department of Housing and Urban Development (HUD) to properly prepare a Limited English Proficiency Plan is as follows:

- 1) Conduct a four-factor analysis;
- 2) Develop a Language Access Plan (LAP); and
- 3) Provide appropriate language assistance.

City of Umatilla, and its CDBG Consultant (Ducote Consulting LLC), researched and completed Items 1, 2, and 3 on January 31, 2020.

Umatilla's City Manager will maintain records related to language access and LEP persons that attempt to interact with the project or City Staff. The LEP plan will be reviewed in the first quarter of the year and will be updated if a substantial number of LEP persons come to reside in the City. The first scheduled update, and consultation of American Community Survey data, will be January 2021.

## **II. Four Factor Analysis**

Recipients must first assess and evaluate four factors when determining how to best serve eligible limited English-speaking persons. These factors include the number or proportion of limited English speaking persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee; the frequency with which limited English speaking persons individuals come in contact with program; the nature and importance of the program,

activity, or service provided by the recipient; and the resources available and costs to the recipient.

<b>Trigger</b>	<b>Service Recommended</b>	<b>Triggered in Umatilla?</b>
1,000 or more in the eligible population in the market area or among current beneficiaries	Translated vital documents	<i>Yes</i>
More than 5% of the eligible population or beneficiaries <i>and</i> more than 50 in number	Translated vital documents	<i>Yes</i>
More than 5% of the eligible population or beneficiaries <i>and</i> 50 or less in number	Translated written notice of right to receive free oral interpretation of documents.	<i>No</i>
5% or less of the eligible population or beneficiaries and less than 1,000 in number	No written translation is required.	<i>No</i>

Factor 1. Number or proportion of LEP persons served or encountered in the eligible service population (served or encountered includes those persons who would be served by the recipient if the person received education and outreach and the recipient provided sufficient language services).

*City of Umatilla utilized American Community Survey data (2013-2017) Table C16002 & B25010 to determine language demographics. The ACS identified 20% (twenty) LEP persons in Umatilla. The City of Umatilla has 1,762 households and 364 Limited English-Speaking households. The average household size is 2.73, thus there are approximately 994 Limited English-Speaking persons in the City of Umatilla. Based on this data, the City does not technically meet the 1,000 person threshold, but will comply with those requirements. The City does trigger the 5% threshold.*

*City of Umatilla will take advantage of centralized translations of government documents (i.e. HUD’s many Spanish language versions of public notices and documents for CDBG), if necessary.*

City of Umatilla, 2013-2017 American Community Survey, Table C16002 - HOUSEHOLD LANGUAGE BY HOUSEHOLD LIMITED ENGLISH SPEAKING STATUS

		Umatilla city, Oregon	
		Estimate	Margin of Error
14 of 14	Total:	1,762	+/-205
	English only	949	+/-217
	Spanish:	813	+/-169
	Limited English speaking household	364	+/-152
	Not a limited English speaking household	449	+/-129
	Other Indo-European languages:	0	+/-17
	Limited English speaking household	0	+/-17
	Not a limited English speaking household	0	+/-17
	Asian and Pacific Island languages:	0	+/-17
	Limited English speaking household	0	+/-17
	Not a limited English speaking household	0	+/-17
	Other languages:	0	+/-17
	Limited English speaking household	0	+/-17
	Not a limited English speaking household	0	+/-17

City of Umatilla, 2013-2017 American Community Survey, Table B25010 – AVERAGE HOUSEHOLD SIZE OF OCCUPIED HOUSING UNITS BY TENURE

		Umatilla city, Oregon	
		Estimate	Margin of Error
3 of 3	Total:	2.73	+/-0.31
	Owner occupied	2.96	+/-0.45
	Renter occupied	2.47	+/-0.38

Factor 2: The frequency with which the LEP persons come into contact with the program.

*The City of Umatilla reported regular contact with Limited English Proficiency persons within the previous five years. The only language encountered was Spanish and there are four City staff members who speak and write in Spanish. The Staff has not had to translate at City Council meetings, but has done so at Planning Commission meetings. The City finds that the best way to engage these citizens in a public meeting is to have a conversation with them about the pertinent rules and regulations. Translating a concept like the Urban Growth Boundary can be complex.*

*The proposed projects are infrastructure projects provide compliant and reliable water and sewer service to currently under-served rural populations near the City of Umatilla. Individual connections will not be performed as a part of this project, merely providing service to the Right-of-Way. As a result, LEP persons will rarely come into contact with the CDBG program. However, all citizen participation activities are open to the general public and public meetings have been held on this issue.*

Factor 3: The nature and importance of the program, activity, or service provided by the program.

*The proposed project provides direct assistance to Low-and-Moderate Income households in the CDBG project area related to wastewater system improvements; therefore, the nature of the activity or service is of significant importance to the proposed project area(s) residents. The water and wastewater system has been the subject of many public meetings (City Councils and CDBG Hearing).*

*While this project is important to the long-term affordability and reliability of the public utility, CDBG projects require an application process and are generally not emergencies, though certain programs can fill urgent needs such as water and wastewater utility compliance. While CDBG program is important, delay of access to services would not be life threatening to limited English-speaking individuals. Affording the recipient a reasonable amount of time to secure an interpreter or have documents translated would not render a person ineligible for a program or cause a program to be inaccessible to a person struggling with English.*

Factor 4: The resources available and costs to the recipient.

*The City currently employs four bilingual individuals with the ability to translate written and spoken Spanish to English.*

*The City of Umatilla reviewed resources available in the case of needing to provide LEP assistance and believe their existing procedures will fulfill any translation requirements. HUD provides the I-Speak identification cards and many project documents in multiple languages. Free and paid translation services are also available in the case of interactions with LEP persons where staff is unable to translate.*

### III. Language Assistance

A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient (LEP) person and may be entitled to language assistance with respect to City of Umatilla services. Language assistance can include interpretation, which means oral or spoken transfer of a message from one language into another language and/or translation, which means the written transfer of a message from one language into another language.

The City will take the following steps to identify an LEP person who needs language assistance:

- Translate all public announcements and notices.
- Post notice of the LEP/LAP Plan and language assistance resources available through the City.
- “I Speak” cards will be given to the City Staff to use in identifying language interpretation needed when interacting with an LEP person.

#### A. Language Assistance Measures

LEP persons are those who speak English “not well” or “not at all.” The City will attempt to offer the following measures to provide meaningful language access:

- City Staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating in English.
- City will continue to translate all public notices and postings into Spanish.
- The City has a number of resources available for document translation and attempts to proactively provide translated vital documents for City services and projects.
- The following resources will be available to accommodate LEP persons:
  - Many of the common forms used in the implementation of a CDBG project are available in multiple languages on the HUD and DOL websites. Therefore, limited LAP measures are reasonable given the resources available to City of Umatilla.
  - Available resources include:
    - HUD documents printed in English and other languages: [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/17lep](https://www.hud.gov/program_offices/fair_housing_equal_opp/17lep)
    - Language ID card (I speak card): <https://www.lep.gov/ISpeakCards2004.pdf>
    - TeLAPhone Services: [www.languageine.com](http://www.languageine.com)  
[www.ctslanguagelink.com](http://www.ctslanguagelink.com) [www.pacificinterpreters.com](http://www.pacificinterpreters.com)

### IV. Staff Training

Umatilla’s City Manager will ensure that staff training takes place. At minimum, the following training will be provided to all staff, including Office workers and Public Works:

- Information on the Title VI Policy and LEP responsibilities.
- Description of language assistance services offered to the public.
- Use of the “I Speak” cards.
- Documentation of language assistance requests.
- How to handle a potential Title VI/LEP complaint.

**All contractors or subcontractors performing work for City of Umatilla will be required to follow the Title VI/LEP guidelines.**

## **V. Translation of Documents**

City of Umatilla performed cost-benefit analysis of translating documents for potential LEP groups and will continue to translate vital documents and can provide oral translation at public hearings and City Council meetings.

- the City has determined that a formal outreach plan and proactive translations for documents are necessary at this time and are being performed. Resources for identifying and providing language assistance have been identified through this plan and, if the need arises, the City has the tools to provide meaningful language assistance.
- If the City undertakes a Community Development Block Grant Project, the City will task the City Recorder, or other staff members designated as the lead translator, to assist in development of the needed outreach plan development during the Final Design process of the Design/Construction project.

## **IV. Monitoring**

### Monitoring and Updating the LEP Plan

The City of Umatilla will monitor Table C16002 of the American Community Survey's latest 5-year rolling data in the first quarter of each year. The City Manager will be responsible for maintaining any data collected from the date of adoption and ensuring the LEP Plan is updated and approved by the City Council, if necessary. If demographics in the City shift, the City will reevaluate available resources and language assistance procedures.

Updates can include the following:

- Number of LEP persons contacted annually (if any).
- How the City provided meaningful language assistance.
- Determine if past language assistance was successful and effective.
- Demographic update on the local LEP population.
- If demographics change, re-evaluate language assistance procedures and available City resources.
- Determine if the City of Umatilla is complying with the procedures and goals outlined in this LAP.
- Identify any LAP/LEP complaints concerning City failure to meet the needs of LEP persons.

## **VII. Dissemination of the LAP**

- Post information on the City Hall bulletin board regarding the LEP Plan and inviting LEP persons to notify City Staff of any language assistance needs.

**Language Access Plan:** As a result of the preceding Four-Factor Analysis, City of Umatilla has identified language assistance methods, procedures, and resources available to be provided on an as-needed basis by City of Umatilla throughout the implementation of the CDBG program:

**RESOLUTION NO. 45-2020**  
**FAIR HOUSING RESOLUTION**

WHEREAS, discrimination in the sale, rental, lease, advertising of sale, rental or lease, financing of housing or land to be used for construction of housing, or in the provision of brokerage or rental services because of race, color, religion, sex, disability (physical or mental), familial status (children) or national origin is prohibited by Title VIII of the federal Fair Housing Amendments Act of 1988; and

WHEREAS, it is the policy of the City of Umatilla to support the Fair Housing Amendments Act of 1988 and to implement a Fair Housing Program to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, disability (physical and mental), familial status (1. children, and 2. actual or perceived sexual orientation, gender identity or marital status or its members), or national origin.

NOW, THEREFORE, City resolves as follows:

1. Within the resources available to the City through city, county, state, federal and community volunteer sources, the City will assist all persons who feel they have been discriminated against because of race, color, religion, sex, disability (physical and mental), familial status (children) or national origin in the process of filing a complaint with the Oregon Civil Rights Division or the U.S. Department of Housing and Urban Development, Seattle Regional Office Compliance Division, that they may seek equity under federal and state laws.
2. The City shall publicize this Resolution and through this publicity shall cause real estate brokers and sellers, private home sellers, rental owners, rental property managers, real estate and rental advertisers, lenders, builders, developers, home buyers and home or apartment renters to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances.
3. The Fair Housing Program, for the purpose of informing those affected of their respective responsibilities and rights concerning Fair Housing law and complaint procedures, will at a minimum include, but not be limited to: 1) the printing, publicizing and distribution of this Resolution; 2) the distribution of posters, flyers, pamphlets and other applicable Fair Housing information provided by local, state and federal sources, through local media of community contacts; and 3) the publicizing of locations where assistance will be provided to those seeking to file a discrimination complaint.

[signature page follows]

PASSED BY THE CITY COUNCIL AND SIGNED ON THIS 3<sup>rd</sup> DAY OF MARCH, 2020.

\_\_\_\_\_  
MARY DEDRICK, MAYOR

ATTEST:

\_\_\_\_\_  
NANCI SANDOVAL, CITY RECORDER

**RESOLUTION NO. 46-2020**

**A RESOLUTION TO ADOPT THE SECTION 3 PLAN TO COMPLY WITH 24 CFR, PART 135 OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SECTION 3**

WHEREAS, City of Umatilla (“City”) has all powers that the constitutions, statutes, and common law of the United States and Oregon expressly or impliedly grant or allow City; and

WHEREAS, The United States Congress passed Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.1701u) (Section 3) to further the goal of ensuring that federal Funds benefit the residents of projects funded wholly or in part by those funds; and

WHEREAS, Part 135 of Section 3 is to establish the standards and procedures to be followed to Ensure that the objectives of Section3 are met; and

WHEREAS, City has developed a Section 3 Plan in adherence to 24 CFR, Part 135 that more comprehensively addresses the standards and procedures prescribed in the Act; and

WHEREAS, The Section 3 Plan has been reviewed by the City Manager as senior staff member and his comments were incorporated into the Plan;

NOW, THEREFORE, City resolves as follows:

1. Findings. The above-stated findings contained in this Resolution No. 46-2020 (this “Resolution”) are hereby adopted.
2. Adoption. City adopts and implements the Section 3 Plan to ensure compliance with federal law and designates City Manager as the Section 3 Coordinator for City.
3. Miscellaneous. All pronouns contained in this Resolution and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word “or” is not exclusive. The words “include,” “includes,” and “including” are not limiting. The provisions of this Resolution are hereby declared severable. If any section, subsection, sentence, clause, and/or portion of this Resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Resolution. This Resolution may be corrected by order of the Council to cure editorial and/or clerical errors. This Resolution will be in full force and effect from and after its approval and adoption.

[signature page follows]

PASSED BY THE CITY COUNCIL AND SIGNED ON THIS 3<sup>rd</sup> DAY OF MARCH,  
2020.

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MARY DEDRICK, MAYOR

ATTEST:

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NANCI SANDOVAL, CITY RECORDER

## **CITY OF UMATILLA SECTION 3 PLAN**

### **General Policy Statement**

It is the policy of the City of Umatilla to require its contractors to make a good faith effort to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

The City of Umatilla implements this policy in accordance with City established contracting rules and policies as well as the awarding of contracts to contractors, vendors, professional service providers/consultants and suppliers, to create employment and business opportunities for residents of the City of Umatilla and other qualified low- and very low-income persons.

The policy will ensure that in good faith the City of Umatilla will have a reasonable level of success in the recruitment, employment, and utilization of Section 3 residents and other eligible persons and Section 3 business concerns working on contracts partially or wholly funded with the United States Department of Housing and Urban Development (HUD) monies. The City of Umatilla shall examine and consider a contractor's, professional service provider/consultant or vendor's potential for success by providing employment and business opportunities to Section 3 residents and business concerns prior to acting on any proposed contract award.

### **Section 3 Purpose**

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3) requires the City of Umatilla to ensure that employment and other economic and business opportunities generated by the Department of Housing and Urban Development (HUD) financial assistance, to the greatest extent feasible, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very-low income persons.

### **Section 3 Contracting Policy and Procedure**

Section 3 residents must meet the minimum qualifications of the position to be filled and a Section 3 business concern must have the ability to and capability to perform successfully under the terms and conditions of the proposed contract.

### **Eligible Projects**

All projects and activities involving housing construction, demolition, rehabilitation, or other public construction, such as roads, sewers, community centers, et cetera, that are completed with HUD Community Planning and Development funding are subject to the requirements of Section 3.

## **Good Faith Effort**

At a minimum, some of the following tasks must be completed to demonstrate a good faith effort with the requirements of Section 3. The City of Umatilla and each contractor, subcontractor, professional services provider, vendor or supplier seeking to establish a good faith effort as required should complete some of these efforts.

## **City Responsibility**

City options to fulfil a Good Faith Efforts include, but are not limited to:

1. Advertising contracting opportunities via newspaper, mailings, and posting notices about the work to be contracted and where to obtain additional information;
2. Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38];
3. Assisting and actively cooperating with Oregon Business Development Department (OBDD) in ensuring contractors and subcontractors comply with Section 3;
4. Providing written notice of contracting opportunities to all known Section 3 business concerns within Umatilla County. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to the bid invitation;
5. Including a statement to encourage eligible Section 3 businesses to apply in all solicitations;
6. Posting notices of any vacant positions, including training and/or apprenticeship positions, qualifications for positions, place where applications will be received and starting date of employment;
7. To the greatest extent possible, making available vacant positions, including training and/or apprenticeship positions, to Section 3 residents (all categories);
8. Adopting and implementing a Section 3 plan prior to the first draw of non-construction funds;
9. Submitting Section 3 Annual Summary Reports (form HUD-60002) in accordance with 24 CFR Part 135.90;
10. Sending notices (if any) for employment opportunities or vacancies to Work Source Oregon;
11. Documenting actions taken to comply with Section 3 and submitting necessary documentation to OBDD;
12. If notified of non-compliance, correcting non-compliance within allowable time period.

Any construction contractor, professional services provider, vendor or supplier must certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligation under 24 CFR Part 135.

### **Section 3 Coordinator**

The City's designated Section 3 Coordinator is the City Manager.

### **Contractor Responsibility to Meet Section 3 Requirements**

The City will, to the greatest extent feasible, offer contracting opportunities to Section 3 business concerns. However, in the event no Section 3 business bids on a contract, or bids but is not able to demonstrate to the City satisfaction that it has the ability to perform successfully under the terms and conditions of the proposed contract, then that contract will be awarded to a non-Section 3 business concern that can meet the terms and conditions of the proposed contract through the competitive bidding process.

That business concern must meet, as all business must (including Section 3 businesses), the general conditions of compliance (refer to Section 3 Clause [Construction Contracts] and Section 3 Clause [Non-Construction Contracts]).

The options for the Contractor to fulfil a Good Faith Effort include, but are not limited to:

1. Submitting a list of all positions necessary to complete contract, name of employees who will fill those positions, names of all other employees;
2. Posting notices of any vacant positions, including training and/or apprenticeship positions, qualifications for positions, place where applications will be received and starting date of employment;
3. To the greatest extent feasible, making available vacant positions, including training and/or apprenticeship positions, to Section 3 residents (all categories) in order to priority;
4. Sending employment notices to Work Source Oregon – First Source Hiring Agreement to comply with the Section 3 requirements;
5. As positions are vacated during completion of contract, following guidelines enumerated in numbers 2 and 3 above;
6. Submitting Compliance Reports as required;
7. Signing Section 3 Federal Contract Clauses, as dictated by OBDD requirements;
8. If notified of non-compliance, correcting non-compliance within allowable time period.

### **Contractor's Requirements in Employing Section 3 Residents**

After a contract is awarded, the CONTRACTOR will provide the following to the CITY'S Section 3 Coordinator:

1. Names (if any) of Section 3 business concerns to be utilized;
2. Estimate of the number of employees to be utilized for contract;
3. Projected number of available positions, including job descriptions and wage rates (construction wages must be consistent with Davis-Bacon Act or Oregon BOLI rates,

- whichever is higher); and
4. Efforts per section “Contractor Responsibility to Meet Section 3 Requirements,” or other methods, that will be utilized to seek Section 3 participants.

The City of Umatilla and their covered contractors, subcontractors, professional service providers/consultants or subrecipients) will in good faith comply with the requirements of Section 3 for new employment, training, or contracting opportunities resulting from the expenditure of HUD funding.

### **Section 3 Contract Clause**

The Section 3 Contract Clause specifies the requirements for contractors hired for Section 3 covered projects. The Section 3 Clause must be included in all Section 3 covered projects. The Section 3 Contract Clause is included in Exhibit 1.

### **Section 3 Program Resident/Participant Certification Procedure**

Section 3 Residents are:

1. Residents of Public and Indian Housing; or
2. Individuals that reside in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and whose income do not exceed the local HUD income limits set forth for low- or very low-income households.

To be added to the City’s Section 3 list, residents that qualify should fill out the form in Exhibit 2 – “Resident Employment Opportunity Data Eligibility for Preference Certification Form.”

### **Evidence of Section 3 Certification**

Any business seeking Section 3 preference in the awarding of contracts or purchase agreements with the City of Umatilla shall complete the Certification For Business Concerns Seeking Section 3 Preference In Contracting and Demonstration of Capability form, which can be obtained from the Section 3 Coordinator. The business seeking Section 3 preference must be able to provide adequate documentation as evidence of eligibility for preference under the Section 3 Program. The certification form is Exhibit 2 to this plan.

Certifications for Section 3 preference for business concerns must be submitted to the Section 3 Coordinator of the City of Umatilla prior to the submission of bids for approval. If the Section 3 Coordinator previously approved the business concern to be Section 3 certified, the certification can be submitted along with the bid.

### **Internal Section 3 Complaint Procedure**

In an effort to resolve complaints generated due to non-compliance through an internal process,

the City of Umatilla encourages submittal of such complaints to its Section 3 Coordinator as follows:

1. Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR 135.
2. Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
3. An investigation will be conducted if complaint is found to be valid. The Section 3 Coordinator will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
4. The Section 3 Coordinator will provide written documentation detailing the findings of the investigation of the complaint. The City Manager will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available no later than thirty (30) days after the filing of complaint.

If complainants wish to have their concerns considered outside of the City of Umatilla a complaint may be filed with:

Assistant Secretary for Fair Housing and Equal Opportunity  
United States Department of Housing and Urban Development  
451 Seventh Street,  
SW Washington, DC  
20410

The complaint must be received not later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

### **Enforcement**

To enforce the decision-making process pertaining to determining applicable percentages for resident hiring, enforcement strategies are set forth below.

During the post award or pre-bid conference, the objective shall be to impact critical Section 3 information to the contractor prior to commencement of the work/project. The following contract requirements shall be discussed in detail: (Non-construction contracts do not require Davis-Bacon)

Davis-Bacon  
Minority and Women Owned Business Participation  
Resident Hiring Professional

Each representative will define specific functional requirements and require the contractor to certify its understanding of the terms and conditions of the contract as they pertain to Davis-Bacon, resident hiring and Minority and Women Owned Business participation.

**Monitoring and Enforcement Authority and Responsibility**

The function of monitoring and enforcing resident hiring will be carried out by the City of Umatilla Section 3 Coordinator, including all field activities.

**SECTION 3 CLAUSE**

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. Contractor shall complete THE REQUIRED Section 3 report form 60002 and submit it to the City with the final construction pay estimate for the project.

**The City of Umatilla  
RESIDENT EMPLOYMENT OPPORTUNITY DATA  
ELIGIBILITY FOR PREFERENCE CERTIFICATION FORM**

Eligibility for Preference

A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

Certification for Resident Seeking Section 3 Preference in Training and Employment

I, \_\_\_\_\_, am a legal resident of the City of \_\_\_\_\_ and certify that I meet the income eligibility guidelines for a low- or very-low-income person as published on the reverse.

My permanent address is: \_\_\_\_\_

I have attached the following documentation as evidence of my status:

- a. Copy of lease demonstrating proof of residency in a public housing development
- b. Copy of receipt of public assistance such as a Section 8 certificate or voucher
- c. Copy of evidence of participation in a public assistance program such as Youthbuild, JTPA, Job Corps etc.
- d. Income tax records
- e. Other

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION 3 INCOME LIMITS**

FY 2019 Income Limit Area	Median Family Income <b>Explanation</b>	FY 2019 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
<b>Umatilla County, OR</b>	\$65,600	Very Low (50%) Income Limits (\$) <b>Explanation</b>	21,250	24,300	27,350	<b>30,350</b>	32,800	35,250	37,650	40,100
		Extremely Low Income Limits (\$)* <b>Explanation</b>	12,750	16,910	21,330	<b>25,750</b>	30,170	34,590	37,650*	40,100*
		Low (80%) Income Limits (\$) <b>Explanation</b>	34,000	38,850	43,700	<b>48,550</b>	52,450	56,350	60,250	64,100

Figure 1 - 2019 HUD Income Limits for Umatilla County



CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

Resolution No. 47-2020 - A Resolution authorizing the City Manager to sign a renewal with Oregon Department of State Lands for the Submerged and Submersible Land Lease Agreement No. 33462-ML

**Meeting Date:**

2020-03-03

**Department:**

Finance & Administrative Services

**Director:**

Melissa Ince

**Contact Person:**

Melissa Ince

**Phone Number:**

**Cost of Proposal:**

Approx \$5,000 annually

**Amount Budgeted:**

\$5,000

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

General Fund - 01

**Reviewed by Finance Department:**

Yes

**Previously Presented:**

N/A

**Attachments to Agenda Packet Item:**

[RES 47-2020.docx](#)

[RES 47-2020 33462ML Lease.pdf](#)

[RES 47-2020 Attachment DSL Insurance Certificate.pdf](#)

**Summary Statement:**

When the City took over operations and maintenance of the Umatilla Marina and RV Park, the City completed an Assignment of Lease with the Oregon Department of State Lands to transfer the Port of Umatilla's existing marina waterway lease into the City's name. This lease permits use of the floating docks, pedestrian gangways, boat slips, floats and fueling station located in the Umatilla Marina. The original lease is expiring and the City successfully applied to renew for another 15 year term.

Motion to approve Resolution No. 47-2020

**Consistent with Council Goals:**

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

**RESOLUTION NO. 47-2020**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A RENEWAL WITH OREGON DEPARTMENT OF STATE LANDS FOR THE SUBMERGED AND SUBMERSIBLE LAND LEASE AGREEMENT NO. 33462-ML**

**WHEREAS**, when the City took over operations and maintenance of the Umatilla Marina and RV Park, the City completed an Assignment of Lease with the Oregon Department of State Lands to transfer the Port of Umatilla's existing marina waterway lease into the City's name; and

**WHEREAS**, the waterway lease permits use of the floating docks, pedestrian gangways, boat slips, floats and fueling station located in the Umatilla Marina; and

**WHEREAS**, the term of the existing lease was 15 years, commencing upon the signing of the lease documents in March 2005; and

**WHEREAS**, the City wishes to renew the lease for an additional 15 years.

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

1. The City of Umatilla does hereby authorize the City Manager to sign the renewal of the Submerged and Submersible Land Lease Agreement No. 33462-ML for an additional term of 15 years, expiring February 28, 2035.

**PASSED** by the Council and **SIGNED** by the Mayor this 4<sup>th</sup> day of February, 2020.

---

Mary Dedrick, Mayor

ATTEST:

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Nanci Sandoval, City Recorder

**STATE OF OREGON  
DEPARTMENT OF STATE LANDS**

**SUBMERGED AND SUBMERSIBLE LAND LEASE AGREEMENT**

33462-ML

THIS SUBMERGED AND SUBMERSIBLE LAND LEASE AGREEMENT (this “Agreement”) is made on this 1st day of March, 2020 (the “Effective Date”), by and between the State of Oregon, by and through its Department of State Lands (“State”), and City of Umatilla, a Oregon Port Authority (“Lessee”). State and Lessee are each a “Party” and together the “Parties.”

**1. PREMISES**

On the terms and conditions set forth in this Agreement, State hereby leases to Lessee certain lands situated in Umatilla County (the “Premises”), more fully described as follows and as shown on Exhibit A:

Beginning at a point on the 1859 Ordinary High Water elevation of the Columbia River, said point being N 0° 47' E a distance of 157' more or less from the NW corner of Lot A in the said “McNary Addition”, thence easterly along the 1859 Ordinary High Water elevation of the Columbia River a distance of 1330' more or less to a point on the 1859 Ordinary High Water elevation and the southwest corner of the Umatilla Marina Basin, said point being the True Point of Beginning;

Thence N 0° 47' E a distance of 460' more or less to a point at the 1859 Ordinary High Water elevation on a peninsula of filled land marking the north boundary of the Umatilla Marina Basin, thence northeasterly along the 1859 Ordinary High Water elevation and the south fill slope of the peninsula a distance of 805' more or less to a point, thence South and Easterly along the peninsula of filled land and the 1859 Ordinary High Water elevation a distance of 745' more or less to a point marking the southeast corner of the Umatilla Marina Basin, thence Westerly along the 1859 Ordinary High Water elevation a distance of 1235' more or less to the True Point of Beginning.

Total number of acres: 13.513 acres, more or less.

*This description is used to establish the approximate location and extent of the area subject to this Department of State Lands authorized use and was not prepared by a licensed surveyor. All locations, bearings, and distances were developed in the Oregon Coordinate Reference System Standard; Oregon Statewide Lambert Conformal Conic, NAD 1983, International Feet, GRS 1980 Spheroid.*

## **2. TERM**

2.1 Term. The term of this Agreement is a period of 15 years (the "Initial Term"), commencing on March 1<sup>st</sup>, 2020 (the "Commencement Date") and expiring on February 28<sup>th</sup>, 2035, unless terminated earlier as provided in this Agreement. As used in this Agreement, "Term" means the Initial Term or any Renewal Term (as defined in Section 2.2 below).

2.2 Renewal Terms. Lessee may apply to renew this Agreement for consecutive fifteen (15) year terms (each a "Renewal Term") by submitting a completed lease renewal application form to State at least one hundred eighty (180) days, but not more than three hundred and sixty-five (365) days, prior to the expiration of the then-current Term. Upon timely receipt of the application, State shall renew this Agreement unless:

2.2.1 State determines, in its sole discretion, that Lessee has not complied with the terms of this Agreement, the applicable statutes or Oregon Administrative Rules ("OARs"); or

2.2.2 State determines that the renewal of this Agreement for all or any portion of the Premises would be contrary to federal, state or local law, or would be inconsistent with the policies set forth in OAR 141-082-0260.

2.3 Notice of Intent Not to Renew. Except as otherwise provided in this Agreement, State shall provide written notice to Lessee at least twenty-four (24) months in advance if State intends not to renew this Agreement for all or any portion of the Premises. If State determines not to renew this Agreement, but less than twenty-four (24) months remain in the Term of this Agreement, State shall, at Lessee's request, extend the Term of this Agreement to complete the twenty-four (24) month notice period, within which time Lessee shall vacate that portion of the Premises for which this Agreement is not being renewed, and relocate any sublessees (as may be allowed pursuant to Section 7 below) in an orderly fashion.

2.4 Holdover. If Lessee does not vacate the Premises at the expiration or earlier termination of this Agreement, State may treat Lessee as a tenant from month to month, subject to all of the provisions of this Agreement except the provisions for term, renewal, and Rent. State may unilaterally establish a new Rent amount for the month-to-month tenancy, payable monthly in advance. If a month-to-month tenancy results from holdover by Lessee under this Section 2.4, the tenancy will be terminable at the end of any monthly rental period upon notice from State given at least thirty (30) days prior to the termination date specified in the notice.

## **3. RENT; OTHER ASSESSMENTS**

3.1 Initial Rent. The annual rental payment to be paid by Lessee to State (the "Rent") for the first year of this Agreement is \$percentage of gross, minimum applies,

based on the following rate: Percentage of Gross. State hereby acknowledges receipt of the first year's Rent.

	Use Class	Area (square ft.)	Rate Choice	Annual Rent
(a)	Commercial Marina/Moorage	square feet	Percentage of Gross	\$
(b)	Commercial Marina/Moorage	square feet	Flat Rate, Minimum Applies	\$
(c)	Commercial Marina/Moorage	square feet	Flat Rate, Minimum Applies	\$
			<b>TOTAL</b>	\$

3.2 Rent Adjustment. After the first year of the Initial Term, the Rent will be adjusted annually in accordance with the provisions of OAR 141-082-0305 in effect at the time. Each Rent payment is due on the anniversary of the Commencement Date.

3.3 Address for Rent Payments. Unless State provides notice of a change in address pursuant to the notice requirements of Section 10.2 below, Lessee shall deliver all Rent and other payments due hereunder to State at the address set forth beneath State's signature on this Agreement.

3.4 Assessments. Lessee shall pay all taxes and assessments that are levied against the Premises, whether such taxes or assessments have been levied in the past against the Premises or State by the assessing agency.

3.5 Late Charges and Interest. If Lessee has not made full payment of amounts due within twenty (20) days of the date payment is due, Lessee shall pay an additional charge equal to five percent (5%) of the amount of the late Rent or other charge. In addition, all amounts due and owing under this Agreement, including late charges, shall bear interest at the lower of: (1) the highest interest rate allowable by law; or (2) 12% per year.

#### 4. USE

4.1 Authorized Use. This Agreement grants to Lessee the right to use the Premises for the specific purpose(s) described below in accordance with the terms and conditions of this Agreement, applicable federal, state and local laws (including local land use planning and zoning ordinances) and the OARs:

Commercial marina used for floating docks, pedestrian gangways, boat slips, floats, and fueling station.

4.2 Superfund Site. Check if applicable:

4.2.1 Lessee understands and acknowledges that the Premises are located within the Superfund Site (the "Superfund Site"). The authorized use of the Premises as allowed under Section 4.1 above does not include any activities or operations that unreasonably interfere with the performance of Remedial Work

on the Superfund Site, including the area of the Superfund Site within the Premises, pursuant to an order issued by the United States Environmental Protection Agency (EPA) or the Oregon Department of Environmental Quality ("DEQ"), whether issued to Lessee or another party. As used in this Section 4.2, "Remedial Work" includes work related to investigation, removal and remedial action for the Superfund Site.

4.2.2 Lessee shall conduct all operations on the Premises in a manner that does not interfere with the performance of the Remedial Work, and shall comply with any obligations of a party in control of the Remedial Work Area, including, without limitation, those related to the provision of access for the Remedial Work.

4.3 Restrictions on Use. Lessee shall:

4.3.1 comply with all applicable federal, state and local laws and regulations affecting the Premises and its use, including local comprehensive land use planning and zoning ordinances, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use;

4.3.2 dispose of all waste in a proper manner and not allow debris, garbage or other refuse to accumulate within the Premises, and, if Lessee allows debris, garbage or other refuse to accumulate within the Premises, allow State to remove the debris, garbage and other refuse, and collect the cost of such removal from Lessee;

4.3.3 not cut, destroy or remove, or permit to be cut, destroyed or removed, any vegetation that may be upon the Premises except with written permission of State, and promptly report to State the cutting or removal of vegetation by other persons;

4.3.4 conduct all operations within the Premises in a manner which conserves fish and wildlife habitat, protects water quality, and does not contribute to soil erosion or the growth of noxious weeds;

4.3.5 maintain all buildings, docks, pilings, floats, gangways, similar structures, or other improvements (each an "Improvement") in a good state of repair; and

4.3.6 not unreasonably interfere with the public's trust rights of commerce, navigation, fishing or recreation.

4.4 Condition of Premises and Improvements. Lessee represents that it has inspected the Premises and Improvements, if any, and accepts the Premises and all Improvements in their present condition, AS IS, as of the Effective Date. State has made no oral or written representations concerning the condition of the Premises or its Improvements, if any, nor their fitness or suitability for any purpose.

4.5 Improvements by Lessee. Lessee may not construct or place upon the Premises any Improvement that exceeds \$15,000 in cost or value unless Lessee has first obtained the prior written authorization of State, or the Improvement is exempt under OAR 141-082-0265. All Improvements shall be consistent with the authorized use(s) of this Agreement stated in Section 4.1 above and in compliance with all applicable laws, regulations, and ordinances as stated in Section 4.3.1 above. State shall not unreasonably withhold or delay its approval for Improvements.

4.6 Removal of Unauthorized Improvements. Lessee shall remove all unauthorized Improvements from the Premises upon receiving notice from State, unless State elects to remove the Improvements at Lessee's cost and expense.

4.7 Removal of Authorized Improvements. Lessee shall remove all authorized Improvements within ninety (90) days after the expiration or earlier termination of this Agreement or modification of this Agreement under Section 5.2 below, unless otherwise agreed by the Parties or the Improvement is exempt under OAR 141-082-0265. Lessee is responsible for any damage done to the Premises as a result of the removal of any Improvement. Any Improvement remaining on the Premises after the ninety (90) days shall, at the option of State, become the property of State, unless otherwise agreed by the Parties.

4.8 Liens. With the exception of mortgages or other security interests allowed by State under Section 7 below, Lessee shall immediately cause to be discharged any lien or other charge placed on the Premises or its Improvements, arising directly or indirectly out of Lessee's actions. State may terminate this Agreement if Lessee fails to discharge any lien or charge or provide State with a sufficient bond covering the full amount of the lien after ten (10) days' notice to do so by State. Lessee shall pay and indemnify State for all costs, damages or charges of whatsoever nature, including attorneys' fees, necessary to discharge such liens or charges whether the costs, damages or charges are incurred prior or subsequent to any termination of this Agreement.

4.9 Indemnification. Lessee shall defend, indemnify and hold State harmless from and against all claims, demands, actions, suits, judgment, losses, damages, penalties, fines, costs, and expenses, including expert witness fees and costs and attorneys' fees in an administrative proceeding, at trial, or on appeal ("Claims") arising from or attributable, in whole or in part, to this Agreement or any operations conducted or allowed by Lessee on the Premises. As used in this Section 4.9 only, "State" means the State of Oregon and its boards, commissions, agencies, officers, employees, contractors, and agents. Lessee shall have control of the defense and settlement of any Claim; however, neither Lessee nor any attorney engaged by Lessee shall defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of State, without the approval of the Attorney General, nor shall Lessee settle any Claim on behalf of State without the approval of the Attorney General. State may, at its election and expense, assume its own defense and settlement in the event that State

determines that Lessee is prohibited from defending State, that Lessee is not adequately defending State's interests, or that an important governmental principle is at issue and State desires to assume its own defense.

4.10 Wastewater Disposal. In addition to any other applicable laws and regulations, Lessee shall obtain any permits required by state or local authorities and shall comply with DEQ and Oregon State Marine Board requirements for sewage collection and wastewater disposal for boats and floating structures.

4.11 Hazardous Substances.

4.11.1 Lessee shall not use, store, or dispose of, or allow the use, storage, or disposal within the Premises of any material that may pose a threat to human health or the environment, including, without limitation, hazardous substances, pesticides, herbicides, or petroleum products (a "Hazardous Substance") except in strict compliance with applicable laws, regulations and manufacturer's instructions, and Lessee shall take all necessary precautions to protect human health and the environment and to prevent the release of any Hazardous Substance on or from the Premises.

4.11.2 Lessee shall keep and maintain accurate and complete records of the amount of all Hazardous Substances stored or used on the Premises, and shall immediately notify State of any release or threatened release of any Hazardous Substance on or from the Premises or otherwise attributable to operations or activities on the Premises.

4.11.3 If any Hazardous Substance is released, and the release arises from or is attributable, in whole or in part, to any operations conducted or allowed by Lessee on the Premises, Lessee shall promptly and fully remediate the release in accordance with state and federal regulations and requirements. If Lessee fails to so remediate, State may remove and remediate any release of a Hazardous Substance on or from the Premises or attributable to operations or activities conducted or allowed by Lessee on the Premises and collect the cost of removal or remediation from Lessee either as additional Rent or as damages.

4.11.4 In addition to any duty to indemnify specified elsewhere in this Agreement, Lessee shall indemnify State to the fullest extent allowed by Oregon law against any claim or costs arising from or related to a release of a Hazardous Substance arising from or attributable, in whole or in part, to any operations conducted or allowed by Lessee on the Premises.

4.12 Weed Control. Lessee shall control plant pests and diseases and noxious weeds, including aquatic weeds, within the Premises as directed by the local county weed control district, the Oregon Department of Agriculture or any other governmental authority which has authority for the prevention or control, or both, of noxious weeds, plant pests or diseases, or as may be authorized or directed by State.

4.13 Nondiscrimination. The Premises shall be used in a manner, and for such purposes, that assure fair and nondiscriminatory treatment of all persons without respect to race, creed, color, religion, handicap, disability, age, gender, or national origin.

## **5. MODIFICATION OF PREMISES SIZE OR USE**

5.1 Change of Size or Use of Premises. Lessee may, using a form provided by State, request that State amend this Agreement to expand or reduce the size, or change the authorized use, of the Premises. No such amendment will be effective unless authorized in writing by State. State shall process and review requests to amend this Agreement in the same manner as a new lease application.

5.2 Special Conditions Applicable to Reductions in Premises Size. This Agreement may be amended to reduce the Premises size only if the portion of the Premises to be removed from this Agreement does not contain any Improvement. If the amendment results in a reduction of Rent due under this Agreement, the reduction will be effective commencing on the anniversary of the Commencement Date that falls at least twelve (12) months after the later of: (1) the date of the reduction in the Premises size; or (2) the date on which the amendment is fully executed.

5.3 Lessee Liable for Violations. Notwithstanding any reduction in the Premises size under this Section 5, Lessee shall remain liable for any violation of Section 4.9 or 4.10 above occurring on lands removed from the Premises prior to the amendment removing such lands.

## **6. RESERVATIONS BY STATE**

6.1 Entry; Lessee Records. State may enter the Premises at all reasonable times in order to inspect and manage State's interest in the Premises, and to evaluate and ensure Lessee's compliance with the terms and conditions of this Agreement. Additionally, State may examine pertinent records of Lessee for the purpose of ensuring compliance with this Agreement.

6.2 Minerals. State reserves all rights to coal, oil, gas, geothermal resources and other minerals, and all deposits of clay, stone, gravel and sand valuable for building, mining, or commercial purposes including, without limitation, the right to explore, mine, develop, produce and remove such minerals and other deposits, along with the right of ingress and egress for these purposes, and to terminate this Agreement as to all or any portion of the Premises when required for these purposes with one hundred twenty (120) days prior written notice to Lessee or as otherwise provided by law.

6.3 Easements. State reserves the right at any time to grant easements across the

Premises for tunnels, telephone and fiber optic cable lines, pipelines, power lines, or other lawful purpose, along with the right of ingress and egress for these purposes, subject to the inclusion in any such grant of easement of a requirement that the easement holder take all reasonable precautions to ensure that exercise of their easement rights does not unreasonably interfere with Lessee's use(s) authorized in this Agreement.

6.4 Public Access and Recreational Use. All state-owned submerged and submersible land shall remain available and open to the public for commerce, navigation, fishing and recreation unless restricted or closed by State to public entry pursuant to the provisions of applicable OARs. Lessee may request State, but State is not obligated, to close the Premises to public entry or restrict recreational use by the public on all or portions of the Premises to protect persons or property from harm arising from or in connection with Lessee's activities.

This reservation does not grant the public any right to use or occupy, without Lessee's permission, Lessee-owned property or structures authorized under this Agreement.

6.5 Other. State reserves all other rights not expressly granted to Lessee under this Agreement.

## **7. ASSIGNMENTS AND SUBLETTING**

### **7.1 Assignments and Subleases.**

7.1.1 Except as provided in Section 7.2 below, Lessee may not assign this Agreement, sublease the Premises or any portion of the Premises, or enter into any third-party agreement respecting this Agreement or the Premises, without first obtaining the prior written consent of State pursuant to the requirements of the applicable OARs. Requests shall be in writing using an application form prescribed by State, and delivered to State at least thirty (30) days prior to the proposed effective date of the sublease or assignment. State shall make a good faith effort to complete its review of Lessee's application within thirty (30) days following receipt. If the application is incomplete, or if State requests additional information concerning the proposed assignment or sublease, the time period for reviewing applications may be extended and the proposed sublease or assignment may be delayed pending the completion of such review.

7.1.2 State reserves the right to condition its consent to an assignment or sublease as State deems reasonably prudent, including the right to require changes to the terms of this Agreement. Each assignee, sublessee, and third-party interest will be required to comply with all of Lessee's obligations under this Agreement, and the applicable OARs. Lessee shall remain liable for the performance of all obligations under this Agreement unless State's written consent expressly releases Lessee from further liability.

7.1.3 For the purposes of this Section 7.1.3, if Lessee is a corporation, partnership or limited liability company, the transfer of any corporate stock or partnership or membership interest (including by operation of law) will be deemed an assignment subject to the provisions of this Section 7.3.1 if the result of the transfer is a change of management control or controlling interest in Lessee.

7.1.4 Lessee may not grant a mortgage or security interest in this Agreement without prior written consent of State, which consent shall not be unreasonably withheld. Any subsequent assignment by the mortgagee or security interest holder shall require the prior written approval of State.

7.2 Permitted Assignments and Subleases. Notwithstanding the provisions of Section 7.1 above, the following assignments, mortgages and security interests, and subleases of Lessee's interest in the Premises are permitted and written notice to State is not required:

7.2.1 subleases of portions of Lessee's interest in the Premises in the ordinary course of Lessee's business for the authorized use pursuant to Section 4.1 above;

7.2.2 the sublease of the entire Premises for a term that is less than twelve (12) months, for the authorized use pursuant to Section 4.1 above; or

7.2.3 the transfer of Lessee's interest in this Agreement to a surviving spouse or immediate family member following the death of Lessee; except that, any other transfer of ownership following the death of Lessee is considered an assignment requiring State's approval.

## **8. INSURANCE; BONDS**

8.1 Insurance. During the Term of this Agreement, Lessee shall maintain the insurance coverage required by Exhibit B.

8.2 Bond. State reserves the right to require Lessee to furnish to State a surety bond or an equivalent cash deposit or certificate of deposit, in an amount to be determined by State in the exercise of its reasonable discretion, which names the State of Oregon as co-owner to ensure that Lessee performs in accordance with all terms and conditions of this Agreement

8.2 Bond. Lessee shall furnish to State a surety bond, in the amount and on the terms set forth on Exhibit C.

## 9. **DEFAULT**

9.1 **Default.** The following are events of default under this Agreement:

9.1.1 Failure of Lessee to pay any Rent, tax, reimbursement or other charge or payment due under this Agreement within twenty (20) days after the date payment is due. For the purposes of this Section 9.1.1, if the due date for payment is not otherwise stated in this Agreement or otherwise defined in statute or the OARs, payment is due on the date set forth in the notice from State to Lessee informing Lessee of its obligation to make such payment.

9.1.2 Failure of Lessee to comply with any non-payment-related term or condition or obligation of this Agreement within thirty (30) days after notice by State specifying the nature of the deficiency, or, in the event of an emergency, within the time specified by State to resolve the emergency. Upon timely request from Lessee, State may, in its reasonable discretion, permit the deadline for curing noncompliance to be extended if it finds that: (a) the noncompliance cannot reasonably be cured within the 30-day period; (b) the interests of State will not be harmed by an extension; (c) the noncompliance was not due to the willful act or gross negligence of Lessee; and (d) State and Lessee agree upon a written plan and timeline for curing the noncompliance.

9.1.3 Any of the following:

- (a) insolvency of Lessee;
- (b) the filing by Lessee of a voluntary petition in bankruptcy;
- (c) an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee;
- (d) the filing of any involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within thirty (30) days after filing; or
- (e) attachment of or the levying of execution on the Premises interest and failure of Lessee to secure discharge of the attachment or release of the levy of execution within ten (10) days.

If Lessee consists of two or more individuals or business entities, the events of default specified in this Section 9.1 apply to each individual or entity unless within ten (10) days after an event of default occurs, the remaining individuals or entities produce evidence satisfactory to State that they have unconditionally acquired the interest of the one causing the default. If this Agreement has been assigned under Section 7 above, the events of default specified in this Section 9.1 apply only with respect to the one then exercising the rights of Lessee under this Agreement.

9.1.4 Notwithstanding the foregoing, if State in good faith believes that a material default has occurred which may imperil State's rights in the land or the discharge of its Constitutional obligations with respect to the land, State may declare an immediate default without any right of Lessee to cure the deficiency.

9.2 Termination of Occupancy Upon Default. State may terminate Lessee's right to occupy the Premises for any default by Lessee that remains uncured past the time provided in Section 9.1 above. State shall exercise its right to terminate Lessee's occupancy under this Section 9.2 by providing notice to Lessee of the default and of State's intent to terminate Lessee's right of occupancy under this Agreement upon the date provided in the notice. State may recover from Lessee all costs arising out of State's re-entry and re-letting the Premises. If State and Lessee agree to terminate this Agreement, State may recover the amount of unpaid rent that otherwise would have been required to be paid under this Agreement from the date of default until a new lease has been secured or, if State and Lessee do not agree to terminate this Agreement and State is unable to secure another lessee for the Premises, until such time as this Agreement expires. Lessee shall dispose of all Improvements as specified in Section 4.6 or 4.7 above. If Lessee owns a floating home and has placed the home on the Premises as an authorized use pursuant to Section 4.1 above, the lease termination provisions of ORS Chapter 90 shall apply to the extent the provisions of this Agreement are inconsistent therewith.

9.3 State's Right to Cure Defaults.

9.3.1 If Lessee fails to perform any obligation under this Agreement, State may perform the obligation of this Agreement thirty (30) days after providing notice to Lessee. All of State's expenditures to carry out the obligation shall be reimbursed by Lessee on demand with interest at the rate of one percent (1%) per month accrued from the date of expenditure by State.

9.3.2 Notwithstanding Section 9.3.1 above, but subject to ORS Chapter 90 if applicable, if any violation of a term or condition of this Agreement, including, without limitation, use of the Premises in a manner not permitted under this Agreement, is causing or threatens to cause personal injury or damage to the Premises or other property, or if damage to the Premises arises from some other cause, State may immediately enter upon the Premises and take such action as it deems necessary to stop the use or mitigate the injury or damage. If the injury or damage is due to a violation of the terms or conditions of this Agreement, Lessee will be liable for all costs incurred by State as a result of the violation and the action taken by State to mitigate the injury or damage. State, at its option, may send notice to Lessee of the violation and, upon receipt of the notice, Lessee shall immediately cease the violation and repair the injury or correct all damage caused by the violation. State's failure to provide notice of a violation may not be deemed a waiver of the violation by State or authorization to Lessee to continue or fail to correct the violation.

9.4 Right to Sue More Than Once. State may sue periodically to recover damages accrued to date, and no action for damages shall bar later actions for damages subsequently accruing.

9.5 Remedies Cumulative. The remedies contained in this Agreement are in addition to, and do not exclude, any other remedy available at law or in equity, and the exercise by either Party of any one or more of its remedies does not preclude the exercise by it at the same or different times of any other remedies for the same default or breach by the other Party.

## 10. NOTICES

10.1 Addresses. A Party's address means the address set forth below that Party's signature on this Agreement. State may notify Lessee of a different address for payments of any Rent or other amounts due to State under this Agreement. Any notices, demands, deliveries or other communications required under this Agreement shall be made in writing and delivered by one of the methods set forth in Section 10.2 below to a Party's address, unless one Party modifies its Address by notice to the other Party, given in accordance with Section 10.2 below.

10.2 Delivery.

<b>Method of delivery</b>	<b>When notice deemed delivered</b>
In person (including by messenger service)	the day delivered, as evidenced by signed receipt
Email or Fax	the day sent (unless sent after 5:00 p.m., P.T., in which case the email or fax shall be deemed sent the following business day)
US Mail (postage prepaid, registered or certified, return receipt requested)	the day received, as evidenced by signed return receipt
Courier delivery (by reputable commercial courier)	the day received, as evidenced by signed receipt

If the deadline under this Agreement for delivery of a notice is a Saturday, Sunday or federal or State of Oregon holiday, such deadline shall be deemed extended to the next business day.

## 11. MISCELLANEOUS

11.1 Time is of the Essence. Time is of the essence in relation to the Parties' performance of any and all of their obligations under this Agreement.

11.2 Calculation of Days. Any reference in this Agreement to “days” shall mean calendar days, unless specified as “business days.” A business day is any day that is not a Saturday, Sunday or a federal or State of Oregon holiday.

11.3 Consent. Unless otherwise specifically stated herein, any consent by a Party shall not be unreasonably withheld, conditioned or delayed.

11.4 Integration. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. The Parties have no understandings, agreements or representations, oral or written, regarding this Agreement that are not specified herein.

11.5 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties.

11.6 No Waiver of Performance. No waiver by a Party of performance of any provision of this Agreement by the other Party shall be deemed a waiver of nor prejudice the other Party’s right to otherwise require performance of the same provision, or any other provision.

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

11.8 Counterparts. This Agreement and any amendments hereto may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same document, notwithstanding that both Parties are not signatories to the same counterpart.

11.9 Governing Law; Consent to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim or action between State (or any other agency or department of the State of Oregon) and Lessee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the jurisdiction of the Circuit Court of Marion County in the State of Oregon. In no event shall this Section 11.9 be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue and waives any claim that such forum is an inconvenient forum.

11.10 Force Majeure. A Party shall not be liable for any delay in performance under this Agreement, other than payment of any money to the other Party, if such delay is

caused by strikes, lockouts, riots, floods, explosions, earthquakes, tornados, storms, wars, acts of public enemies, insurrections, acts of God, shortages of labor or materials or any other such causes not within the control of the first Party.

11.11 No Partnership. State is not a partner nor in a joint venture with Lessee in connection with any activities relating to this Agreement or the Premises, and State has no obligation for Lessee's debts or other liabilities.

11.12 Binding on Successors. This Agreement is binding on and shall inure to the benefit of the successors and assigns of the Parties, but nothing in this Section 11.12 may be construed as a consent by State to any disposition or transfer of this Agreement or any interest in it by Lessee except as otherwise expressly provided in this Agreement.

11.13 Exhibits. The Exhibits listed below are incorporated as part of this Agreement:

- Exhibit A: Premises
- Exhibit B: Insurance Requirements
- Exhibit C: Bond Requirements

*Template Approved by DOJ on July 30, 2019 (#8618260v9)*

*[remainder of page intentionally left blank]*

Each person signing this Agreement below on behalf of a Party represents and warrants that he or she is duly authorized by such Party and has legal capacity to do so.

**STATE:**

The State of Oregon, by and through its Department of State Lands

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**Address:**

Street: 1645 NE Forbes Rd Suite 112  
City/State/ZIP: Bend, OR 97701  
ATTN: Manager, Bend Field Office



**CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS**

By signature on this Agreement for Lessee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Lessee and that Lessee is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes And Tobacco Products) and the elderly rental assistance program under ORS 310.630 to 310.706 and any local taxes administered by the Department of Revenue under ORS 305.620.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

# EXHIBIT A

## Premises



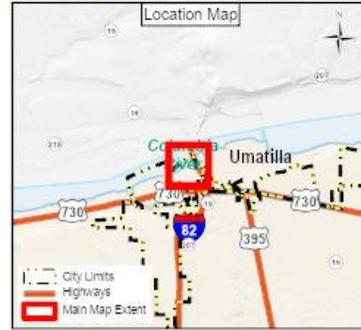
**EXHIBIT A: 33462-ML**

**City of Umatilla  
Umatilla County**

- 33462-ML Lease Area
- Townships
- Sections
- County Boundaries



Map Projection:  
Oregon Statewide Lambert  
Datum NAD83  
International Feet  
State of Oregon  
Department of State Lands  
1645 NE Forbes Rd, Suite 112  
Bend, OR 97701  
541-388-8112  
www.oregon.gov/DSL  
Date: 1/14/2020



Map Producer: smittenberger

This map depicts the approximate location and extent of a Department of State Lands Proprietary authorization for use. This product is for informational purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

**EXHIBIT B**

**Insurance Requirements**

*(Any capitalized terms used but not defined in this Exhibit shall have the same meaning as in the Agreement to which this Exhibit is attached.)*

During the Term of the Agreement, Lessee shall maintain in force, at its own cost and expense and in accordance with Section 5 below, each insurance item noted below,

**1. Workers' Compensation**

*(Required if Lessee has one or more workers, as defined by ORS 656.027)*

All employers, including Lessee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

Lessee shall require and ensure that each of its sublessees (if permitted) complies with these requirements.

**2. Commercial/General Liability Coverage**

**Required by State**       **Not required by State**

Commercial/General Liability coverage, insuring against claims for bodily injury, death and property damage. Coverage shall include contractual liability coverage for the indemnity provided under the Agreement. The commercial/general liability insurance coverages required under the Agreement shall include the State of Oregon and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as additional insureds (See Section 5 below). Lessee shall provide proof of liability or commercial general liability insurance in not less than the following amounts:

**Bodily Injury/Death:**

\$1,000,000/\$2,000,000 combined single limit per occurrence/aggregate limit for all claims per occurrence.

**or**

\$2,000,000/\$4,000,000 combined single limit per occurrence/aggregate limit for all claims per occurrence.

**or**

\$ \_\_\_\_\_

3. **Marine Protection and Indemnity Coverage**

Required by State       Not required by State

Lessee shall obtain, at Lessee's expense, and keep in effect during the Term of the Agreement, marine protection and indemnity coverage. Shall not be less than \$\_\_\_\_\_.

4. **Pollution Liability**

Required by State       Not required by State

Lessee shall obtain at Lessee's expense, and shall keep in effect during the Term of the Agreement, pollution liability insurance covering Lessee's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Lessee, all arising out of Lessee's lease of the Premises. Shall not be less than \$\_\_\_\_\_.

5. **General Requirements**

**(a) "Tail" Coverage.** If any of the required liability insurance is on a "claims made" basis, Lessee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Agreement, for a minimum of twenty-four (24) months following the termination or expiration of the Agreement.

**(b) Certificates of Insurance.** As evidence of the insurance coverages required by the Agreement, Lessee shall furnish acceptable insurance certificates to State prior to commencing any work to be performed under the Agreement. The certificate shall specify all of the parties who are additional insureds. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to State. Lessee shall pay for all deductibles, self-insured retention and self-insurance.

**(c) Additional Insureds.** Any coverage required by this Exhibit, except for Workers' Compensation, shall include the State of Oregon, and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as additional insureds, but only with respect to Lessee's activities to be performed under the Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**(d) Change in coverage or cancellation.** Lessee shall notify Lessor when a change in coverage or cancellation occurs. Lessee shall provide Lessor copies of new coverage upon effect of change. Lessee shall maintain the required insurance coverage over the Term of the Agreement.

**EXHIBIT C**

**Bond Requirements**

***Not Applicable***

# CERTIFICATE OF COVERAGE

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**Agent**  
 Ferranti-Graybeal Insurance  
 408 East Main  
 Hermiston, OR 978381927

This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend or alter the coverage afforded by the coverage documents listed herein.



**Named Member or Participant**  
 City of Umatilla  
 P. O. Box 130  
 Umatilla, OR 97882

**Companies Affording Coverage**  
 COMPANY A - CIS  
 COMPANY B - National Union Fire Insurance Company of Pitts, PA  
 COMPANY C - RSUI Indemnity  
 COMPANY D - Federal Insurance Company

## LINES OF COVERAGE

This is to certify that coverage documents listed herein have been issued to the Named Member herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

	Type of Coverage	Company Letter	Certificate Number	Effective Date	Termination Date	Coverage	Limit
X	<b>General Liability</b>	A	19LUMA	7/1/2019	7/1/2020	General Aggregate: Each Occurrence:	\$15,000,000 \$5,000,000
X	Commercial General Liability						
X	Public Officials Liability						
X	Employment Practices Occurrence						
X	<b>Auto Liability</b>	A	19LUMA	7/1/2019	7/1/2020	General Aggregate: Each Occurrence:	None \$5,000,000
X	Scheduled Autos						
X	Hired Autos Non-Owned Autos						
X	<b>Auto Physical Damage</b>	A / C	19APDUMA	7/1/2019	7/1/2020		
X	Scheduled Autos						
X	Hired Autos						
X	Non-Owned Autos						
X	<b>Property</b>	A / C	19PUMA	7/1/2019	7/1/2020		Per Filed Values
X	<b>Boiler and Machinery</b>	D	19BUMA	7/1/2019	7/1/2020		Per Filed Values
	<b>Excess Liability</b>						
	<b>Excess Crime</b>						
	<b>Excess Earthquake</b>						
	<b>Excess Flood</b>						
	<b>Excess Cyber Liability</b>						
	<b>Difference in Conditions</b>						
	<b>Workers' Compensation</b>						

**Description:**  
 Operations at Umatilla Marina.

**Certificate Holder:**  
 Oregon Department of State Lands  
 1645 NE Forbes Rd Suite 112  
 Bend, OR 97701

**CANCELLATION:** Should any of the coverage documents herein be cancelled before the expiration date thereof, CIS will provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon CIS, its agents or representatives, or the issuer of this certificate.

By:

Date: 1/22/2020

CITY OF UMATILLA, OREGON

# AGENDA BILL

<p><b>Agenda Title:</b> Resolution No. 49-2020 - A resolution authorizing the Mayor to sign an application for a Special Public Works Loan from Business Oregon's Infrastructure Finance Authority for matching funds for the feasibility study for hydraulically connected wells.</p>	<p><b>Meeting Date:</b> 2020-03-03</p>
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<p><b>Department:</b> Finance &amp; Administrative Services</p>	<p><b>Director:</b> Melissa Ince</p>	<p><b>Contact Person:</b> Melissa Ince</p>	<p><b>Phone Number:</b> 541-922-3226</p>
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<p><b>Cost of Proposal:</b> \$372,800</p> <p><b>Amount Budgeted:</b> N/A</p>	<p><b>Fund(s) Name and Number(s):</b> Water - 02</p>
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<p><b>Reviewed by Finance Department:</b> Yes</p>	<p><b>Previously Presented:</b> 11/05/2019</p>
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**Attachments to Agenda Packet Item:**

[RES 49-2020.docx](#)

[Umatilla SPW Loan Application 02282020.pdf](#)

<p><b><u>Summary Statement:</u></b> The City submitted an application to the Oregon Water Resources Department (OWRD) for a Feasibility Study Grant for the Hydraulically Connected Wells Study in November 2019 and also passed Resolution No. 21-2020 documenting the City's commitment to securing matching funds required by the OWRD grant. The attached draft loan application is in the preliminary review phase with Business Oregon and staff needs Council approval for the Mayor to sign the final loan application.</p> <p>Motion to approve Resolution No. 49-2020</p>
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<p><b><u>Consistent with Council Goals:</u></b> Goal 2: Promote Economic Development and Job Growth.</p>
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**RESOLUTION NO. 49-2020**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN APPLICATION FOR A SPECIAL PUBLIC WORKS LOAN FROM BUSINESS OREGON'S INFRASTRUCTURE FINANCE AUTHORITY FOR MATCHING FUNDS FOR THE FEASIBILITY STUDY FOR HYDRAULICALLY CONNECTED WELLS**

**WHEREAS**, the City of Umatilla submitted an application to the Oregon Water Resources Department (OWRD) for a Feasibility Study Grant for the Hydraulically Connected Wells Study in November 2019; and

**WHEREAS**, City Council passed Resolution No. 21-2020 in November 2019 documenting the City's commitment to securing matching funds for the project; and

**WHEREAS**, the City of Umatilla desires to obtain a loan in the amount of \$372,800 to cover the matching funds required by the OWRD Grant; and

**WHEREAS**, Business Oregon's Infrastructure Finance Authority is accepting applications for the Special Public Works Loan Program; and

**WHEREAS**, the City authorizes the debt to be supported by revenues of the Water Fund and, if necessary, transfers from the General Fund, specifically related to payments in lieu of taxes.

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

The Umatilla City Council hereby authorizes Mayor Dedrick to sign the loan application from IFA's Special Public Works Fund.

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

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Mary Dedrick, Mayor

ATTEST:

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Nanci Sandoval, City Recorder



# General Application

775 Summer St NE, Suite 200  
Salem, OR 97301-1280

## Applicant

CITY OF UMATILLA

Name

93-6002270

Federal Tax ID Number

700 6TH STREET, UMATILLA, OR 97882

Street Address

PO BOX 130, UMATILLA, OR 97882

Mailing Address

Organization Type:

City

County

Special District under  
ORS \_\_\_\_\_

Port District under  
ORS \_\_\_\_\_

Tribe

MELISSA INCE

Contact Name

(Person we should contact with project questions)

FINANCE & ADMINISTRATIVE SERVICES

DIRECTOR

Title

541-922-3226 X 104

Phone Number

541-922-5758

Fax Number

MELISSA@UMATILLA-CITY.ORG

Email Address

**Representation** (Information may be found at [www.leg.state.or.us/findlegsltr](http://www.leg.state.or.us/findlegsltr) )

Senate District Number

Senator's Name

House District Number

Representative's Name

## Project Information

CITY OF UMATILLA FEASIBILITY STUDY FOR HYDRAULICALLY CONNECTED WELLS

Project Name: (e.g., Stayton Water System Improvements)

### Opportunity/Problem

Briefly describe the opportunity or problem facing the applicant:

The Umatilla Basin and OWRD designated Buttercreek Critical Groundwater area are suffering from drought and historic overdevelopment of groundwater resources. Current municipal and agricultural users in the area face increasing risk of having their wells shut off. OWRD continues to place additional regulations on the area as aquifer levels decrease. Over the past decade, the City has had to lower its pump levels multiple times. We are not capable of lowering the pumps any further unless we were to drill the wells deeper. Simultaneously, there is substantial water-intensive industrial development in the Port of Umatilla that is driving increased groundwater demand. One clear opportunity for water conservation is the reduced water use from using surface water from the Columbia River for non-contact cooling water as compared to the current use of groundwater. The surface water available via groundwater points of diversion will have low total dissolved solids (TDS), much lower than the current City of Umatilla groundwater sources. Water with lower TDS can be recycled/reused within the cooling operation many more times resulting in a large reduction (25-40%) in the overall water demand on the water sources. Use of Columbia River water will provide other opportunities for water conservation throughout the city and Port of Umatilla industrial park. Recently the OWRD approved the City's Water Management Conservation Plan (WMCP) and has given permission for City to develop its additional 23 cfs in the manner proposed under this feasibility study.

**Response to Opportunity/Problem**

Briefly describe the major alternatives considered to address this opportunity or problem:

The City conducted a Beneficial Reuse Feasibility Analysis in 2018 that identified developing a low-silica content source of water from its unused surface water right permit S-41444 (the Permit) would provide for very large water conservation opportunities by enabling a high number of re-use passes. A feasibility study is needed to evaluate whether hydraulically-connected vertical wells are technically feasible under the Permit to supply low-silica water to the industrial users. Further because there are large areas and water uses within the City that might be able to conserve water using raw water from this source vs. potable water from the City's current groundwater supply, a determination of the treatment requirements for potability by Oregon Health Authority (OHA) is needed to guide a preliminary engineering feasibility study toward making additional water conservation projects possible throughout the City's service area. If this project is successful in demonstrating that the City can divert surface water under the Permit via wells, the City will quickly be able to provide purer water to data centers throughout its service area resulting in a projected conservation of 25%-40% of the present 1.0-1.5 MGD water demand.

Initial development of the surface water source includes; (1) advancing several exploratory borings to assess the geology and geohydrology for technical feasibility of diversion of water under the Permit from vertical wells and gaining OWRD acceptance of a revised point(s) of appropriation (POAs), (2) designing a test well, (3) constructing a test well to confirm hydraulic connectivity and water supply characteristics, and (4) a preliminary feasibility study of integration of surface water sources to the City water supply system and infrastructure. Throughout the process, the consultants will be coordinating with WRD regulators to demonstrate hydraulic connection to their satisfaction.

## Detailed Project Description

Clearly describe the proposed project work to be accomplished:

Our project approach is to explore locations for the quantity of water and the quality of the water available to provide conservation opportunities. Most importantly the scope identified will help determine whether sufficient hydraulic connection to the surface water of the Columbia River is demonstrable to satisfy OWRD that such POA's are acceptable to amend the Permit. In addition, the feasibility study supports the City's water conservation opportunities described above and the City's water supply needs for additional source development to support City economic and population growth without further taxing groundwater.

There are four phases envisioned for the Feasibility Study:

- 1: Exploratory drilling to demonstrate technical hydraulic connection to surface water with OWRD concurrence;
- 2: Test-Well design for a hydraulically connected well that meets OHA DWS well standards;
- 3: Test-Well construction, testing, analysis with separate reports and meetings with OWRD and OHA DHS for their determinations;
- 4: Engineering feasibility analysis of water conservation opportunities from different alternatives for water treatment and delivery systems within the POU for water under the Permit.

Initial development of the surface water source includes; (1) advancing several exploratory borings to assess the geology and geohydrology for technical feasibility of diversion of water under the Permit from vertical wells and gaining OWRD acceptance of a revised point(s) of appropriation (POAs), (2) designing a test well, (3) constructing a test well to confirm hydraulic connectivity and water supply characteristics, and (4) a preliminary feasibility study of water conservation made available by surface water sources in the City water supply system and infrastructure. The scope detailed in the following sections breaks the scope of services into these four phases.

## PHASE 1- SURFACE WATER SUPPLY FEASIBILITY PHASE

### Task 1.1- Technical Project Management

The City's Technical Consultant will oversee project tasks and coordinate with City representatives and Subconsultants to manage the scope, schedule, budget, and work plan. Invoices will be prepared and submitted to the City on a monthly basis and include a brief outline of work accomplished during the billing period.

This is a significant task to encapsulate the project needs into the execution of the project. It provides for the background evaluation of needs under Water Right Permit S-41444, integration of the Water Supply Plan(s) to the Feasibility Phase, and key project communication to manage the project to a successful start. The City's Technical Consultant will organize, participate, and document outcomes of various meetings/presentations with the City.

#### Task 1.1 Deliverables:

- (i) Monthly invoices and project status reports
- (ii) Meeting agendas and minutes.

### Task 1.2 -Technical and Legal Preparations for Exploratory Drilling

After a detailed examination of the regional and local geology in the vicinity of listed point of appropriation in the Permit, exploratory borings will be advanced to depths proximate to the water level in Lake Wallula, the McNary Pool, and the boreholes hydraulically tested for interconnection of water extracted from them to the Columbia River.

#### Geologic and Hydrogeologic Files Review:

Existing studies in the region will be reviewed to develop an understanding of the likely conditions near the McNary Pool and potential well-field. This will include review of: the Umatilla Basin Regional Aquifer Recovery Assessment; McNary Dam pre- and post-construction testing data and documents; regional geologic maps from Oregon Department of Geology and Mining (DOGAMI), the Washington Geological Survey (WGS), and the US Geological Survey (USGS); and, local well logs and studies from the Oregon Water Resources Department (OWRD).

Following this review a Prospective Hydrogeologic Conditions Tech Memo (TM1) for the area will be prepared. This will include a data gaps analysis to take into a project kickoff meeting with the City of Umatilla which is anticipated to refine the Phase 1 scope of services. Thus a draft TM1 will be prepared and provided to the City in advance of the project kick off meeting to improve the utility of that meeting. TM1 will then be finalized following the project kickoff meeting.

#### Project Kickoff Meeting:

A project kick-off meeting will take place at project outset to set out project objectives with the key personnel. This meeting will define project goals and objectives, set up project roles and communication, identify initial scope expectations and identify and agree upon communications modes and frequency. The draft TM1 will be reviewed for its content and completeness and then finalized. In addition, the prospective well sites will begin to be identified consistent with TM1 and the ownership and access of potential well sites will be discussed.

#### Preliminary Well Siting Evaluation:

Following the kick-off meeting, the project team will work with the City and others to identify initial locations where exploratory drilling may be most suitable. A brief technical memorandum (TM2) will be developed in draft that describes the general nature of the access needed, what the constraints are such as utility corridors, preliminary locations and property ownership. The proposed next steps will be included. A conference call progress meeting will then be held to review the findings and identify the action plans from the draft of TM2.

#### OWRD Meeting on Development of City's Surface Water Right:

The City and its consulting team will meet with OWRD regarding Permit S-41444 to review the findings of TM1 and TM2 and discuss proposed next steps. This OWRD meeting is a key step in developing an understanding of what will be required to establish groundwater POAs consistent with extracting water from the surface-water source identified in the Permit. It is anticipated that the City's project team will then hold a conference call progress meeting on the OWRD meeting outcomes. Subsequently TM2 will be updated and finalized to guide pursuit of property access and development of the water right.

#### Feasibility Study and Project Permitting:

The Feasibility Study project will require compliance with the National Pollutant Discharge Elimination System (NPDES), Land Use Compatibility Statement (LUCS), OWRD, and ultimately OHA Approvals if the diverted water is to be used for drinking water supply. This scope of services assumes that local City, County, and State permitting will be performed. For the purposes of this study, it is assumed for this Phase that the permitting will include coordination with Oregon Department of Environmental Quality (ODEQ), OWRD, and Umatilla County but not with OHA. OHA will be involved in Phases 2 and 3 to assess what would be required to obtain and maintain a drinking water supply permit from for use of water from these groundwater POAs as a drinking water source.

The project team will evaluate the permitting required for local and state funding of the eventual Project. It is currently assumed for this feasibility study scope that no federal funding will be utilized for the Project. Preclusion of federal funding (or property access) for the Project may exempt it from National Environmental Policy Act compliance, however, compliance may be required under Oregon law for a project such as this due to any number of issues. The laws and authorities that may govern project environmental review for the overall construction of a surface water supply from wells in Oregon are at least in part listed at <https://www.hud.gov/states/shared/working/r10/environment/oregon>. The City and its technical consulting team will assess these and address them including whether and when NEPA compliance may be necessary for the Project. Those related to the Endangered Species Act were addressed in the WMCP and are at least, in part, addressed by the conditions placed on the Permit in Final Order 41810.

Permits/permit applications for the feasibility study will be prepared under the scope and a review of permit requirements for the Project will be prepared.

#### Task 1.2 Deliverables:

- (i) TM1
- (ii) TM2
- (iii) Permits/Permit Applications; and
- (iv) Project required permits assessment

#### Task 1.3 - Exploratory Drilling and Testing

City's Technical Consultant will collect and analyze the field data from advancing exploration boreholes to assess the geologic and geohydrologic setting.

#### Develop Exploratory-Drilling-Program Plan Documents:

A field work program plan will be developed to govern oversight of all anticipated field activities. This will include the level of drilling oversight required, what sample collection will be conducted of solid materials and liquid materials, what is to be done with water derived from drilling activities and aquifer testing. A field program Health & Safety Plan (H&SP) will be developed for contractor conformance, professional services providers and City personnel at the field sites.

The field work program plan will include a succinct but thorough data collection program plan for geologic data, water quality samples and aquifer testing data collection in formats both written and electronic.

#### Pre-Field Program Progress Meeting:

A project progress meeting will be held to review the field program ahead of its execution.

#### Field Exploration Exploratory Drilling:

The scope of services envisions the project team advancing three (3) exploratory boreholes between 500 feet and 1,320 feet from the Columbia River. Based on available information reviewed in preparing this scope of work for the program, this appears to require advancing these borings into basalts of the Columbia River Basalt Group (CRBG) to a depth of approximately 225 feet to reach some of the fractured horizon(s) that demonstrate hydraulic connection. Data collection from the boreholes will be done under the oversight of registered professionals and in accordance with Oregon Administrative Rules (OAR) and regulations promulgated by OWRD. Permitting for exploratory drilling will be prepared by the contractor.

#### Aquifer Testing:

A 24-hour constant rate aquifer test will be conducted from one or more of the exploratory boreholes. The aquifer test will extract water from one of the three boreholes while all three boreholes are open and protected as temporary wells. Hydraulic response data will be collected from each temporary well using electronic pressure transducers and data loggers; concurrently the extraction rate over time and total volume extracted will be measured for subsequent analysis.

#### Water Chemistry and Quality Testing:

Following aquifer test extraction, groundwater samples will be collected from the test borehole for laboratory analysis of general mineral composition (i.e. major ions), total dissolved solids (TDS) inorganic chemicals such as metals (IOCs), volatile organic compounds (VOC), synthetic volatile organic compounds (SVOCs), radiological characteristics, and bacteriological tests for heterotrophic plate counts and coliform. It is not anticipated that a Microscopic Particle Analysis (MPA) will be done during this phase of the Feasibility Study stage to test for GWUDI; that is a drinking water supply issue around the treatment requirements to produce potable water. The issues around treatment requirements to produce potable water from surface water diverted and appropriated via ground water wells will be assessed from a Test Well drilled for water production (see Phase 2 below) and not these exploratory boreholes.

At the conclusion of aquifer testing, a field decision will be made as to which, if any, of the exploratory boreholes will be completed as monitoring wells. The scope of work assumes two monitoring wells will be constructed with secure access control.

#### Data Analysis and Reporting of Exploration Work:

The field data will be compiled, analyzed and reported in a technical memorandum (TM3). The key components of the analyses are whether the borehole depth and lateral locations demonstrate

hydraulic interconnection to the Columbia River for the water right. That is the critical aspect of developing the surface water right via appropriation from groundwater wells at those locations.

**Progress Meeting:**

The project team will meet in-person for a substantive discussion of the field findings and to identify their impact and import for conducting subsequent Phases of the Feasibility Study.

**Task 1.3 Deliverables:**

(i) Exploratory Drilling Program Documents – Sampling Plan, H&SP, Field Protocols and Data Collection and Reporting Plan; and

(ii) TM3

**PHASE 2 - PLANNING FOR TEST WELL CONSTRUCTION**

This task encompasses the elements of designing a relatively shallow vertical Test Well. The Test Well will be designed to evaluate whether a usable quantity of high-quality water can be extracted from such a new POA under the Permit. It will be designed for a location determined from the exploratory drilling and testing to likely conform to the Permit.

**Task 2.1-Test-Well Technical Specifications**

The City's Technical Consultant will develop technical specifications for a Test Well sufficient for bidding and construction by a well drilling contractor. The well design will follow ANSI/AWWA standards for water supply well construction in addition to OWRD water-supply well standards. The Test Well contract specifications will include requisite aquifer testing and well production capacity testing consistent with the plan of design and the analysis of the exploratory drilling data. The format of the technical specifications shall be suitable for incorporation to a packet of Test Well Bid Documents to be issued by the City.

**Task 2.1 Deliverables**

Technical Specifications for Drilling and Construction of a Water Supply Test Well

**Task 2.2 Preparation and Submittal of an Oregon Health Authority Basic Plan for a New Well to an Existing Public Water System**

Prior to incorporation of Test Well Specifications and Bid Documents a Basic Plan series of documents will be prepared and submitted to OHA. Per their 2015 Basic Plan instructions for adding a new well to an existing public water system. Prior to construction of the well the City's Technical Consultant will prepare and submit to OHA the required documents and fees. A copy of the Permit will be submitted with the application along with the requisite Plan Review Fee. The following subsections identify anticipated steps in the process of making an OHA application and receiving pre-construction approvals to obtain the level of Site Plan approval and at least the Conditional approval prior to letting the Test Well Specifications out for bid, construction, and testing in Phase 3.

**OHA Site Plan Preparation and Land Use Compatibility Statement**

A Site Plan will be prepared showing where the proposed well will be located in relation to the following (e.g., compass direction and the distance in feet from the well):

- (1) Other existing groundwater sources controlled by the water system, and well logs for those sources if available;
- (2) Pumping facilities for the new well if pump is not a submersible type;
- (3) Treatment facilities for the new well, if any;

- (4) First customer served by the new well (show distribution pipe run to that point if available);
- (5) Property boundaries controlled by the water system, including property owned outright or variances which allow the water system access and control over the property (see OAR 333-061-0050(2)(a) for setback restrictions).
- (6) Potential hazards including, but not limited to:
  - o Surface water bodies within 500 feet;
  - o Active septic fields or other sewage disposal facilities (prohibited within 100 feet)
  - o The water system ID and name;
  - o Sewer lines or septic tanks (prohibited within 50 feet, except by waiver);
  - o Roadways (permitted within 100 feet of a confined well, provided the well is protected against contamination from hazards related to the roadway);
  - o 100-year flood plain; and
  - o Other hazards such as fuel storage tanks, dispensers, chemical storage tanks, etc. (prohibited within 100 feet, except by waiver);
- (7) Location of the proposed well on a topographic map of the area, tax lot map of the property, or equivalently detailed to-scale map;
- (8) Township, Range, and Section of the proposed well location (can be obtained off topo map) and tax lot, if known;
- (9) Latitude and longitude of the proposed well location.

The Site Plan will also include the following additional information:

1. Water system ID number;
2. Water system name;
3. Name, phone number, signature of an Oregon registered engineer or geologist with their stamp; and
4. Name, phone number, and mailing address of the company who completed the site plan.

The Site Plan will be accompanied by the appropriate level of land use compatibility documentation. A LUCS for a new drinking water well and system piping, if required by OHA Drinking Water Services (DWS) shall be prepared for submittal to demonstrate that the proposed well and any related construction project (e.g. pipeline alignment) is compatible with every local government entity (e.g. city and/or county) having comprehensive planning authority over the site of the proposed project. Alternately a copy of an existing LUCS for the City public water system may be submitted if the proposed Test Well and subsequent configurations would not trigger a LUCS requirement by any local government entity, or it may suffice to submit equivalent documentation that demonstrates the proposed well and related construction project is compatible with every local government entity (e.g. city and/or county) having comprehensive planning authority over the site of the proposed project.

Prepare OHA Compliant Water Supply Well Construction Specifications

The proposed well specifications will include:

- o Casing placement such as depth below grade and height above a concrete slab;
- o Sanitary seal at wellhead;
- o Annular casing seal material and depth;
- o Casing vent (screened, with return bend; except wells with pitless adaptors);
- o Provision for determining the depth to water under both pumping and static conditions;
- o Reinforced concrete slab around the well casing (except wells with pitless adapters); and
- o Well pump and well house specifications are anticipated for subsequent submittal after Test Well initial construction and testing.

### Obtaining OHA Approval

The feasibility study scope includes planning for and attending one in-person meeting with personnel from OHA DWS to review particulars of the application. Minutes of the meeting shall be prepared, and if needed, modifications to the application will be prepared and submitted.

As mentioned previously, the goal is to obtain an 'approval' letter that provides for both Site Plan and Conditional level of approval. If such 'approval' from OHA is not possible prior to Test Well construction because OHA requires a Test Well prior to approving construction of an actual drinking water system water supply well then Test Well Construction will proceed.

### Task 2.2 Deliverables:

- (i) Site Plan (note the necessary Well Specifications are provided from Task 2.1);
- (ii) Meeting Minutes from OHA Review Meeting; and
- (iii) OHA Approval or Review Letter.

### Task 2.3 – Preparation of Bid Documents for Test-Well Construction

This task will develop plans, specifications, quantities, estimate of probable construction costs, and contract documents for the Test Well. Technical Consultant will develop the necessary documents for bidding purposes. The Scope of Services assumes that 90% design level and 100% design level documents will be developed with one review cycle by the City. The Technical Consultant will incorporate City review comments provided during the 90% design review and develop the final contract documents for bidding.

The City's Technical Consulting project team will work with the City to develop construction bid documents for the Test Well consistent with City policies and practices. A progress review meeting will be held prior to the contractor bid solicitation.

### Task 2.3 Deliverables:

- (i) Bid Documents; and
- (ii) Meeting Minutes from Progress Review Meeting

### Task 2.4 - Bid Support Work

This task incorporates a number of areas for the project team to support City of Umatilla staff in soliciting bids from qualified vendors and perfecting the scope of construction and testing services to a contract between the City and a preferred contractor. For the pre-bid period the scope includes: assisting with bid advertisement, conducting a pre bid meeting and site walk, responding to contractor questions, developing meeting notes and addenda as needed. For the bid review period the scope includes: conducting a bid opening meeting as needed, reviewing bids received for general conformance with technical bid requirements, developing a bid tabulation of scoring and ranking criteria, discussing with City of Umatilla their review, and assisting with project award for the Test Well construction.

### Task 2.4 Deliverables:

- (i) Bid Abstract;
- (ii) Recommendation of Award; and
- (iii) Construction Administration

### Task 2.5 - Prepare Field Program Plan for Test Well

A field work program plan will be developed to govern oversight of the Test Well construction. This will include the level of drilling oversight required, what sample collection will be conducted of solid materials and liquid materials, what the program plan is for water derived from drilling activities and aquifer testing. The project H&SP will be updated for both the drilling contractor conformance as well as the professional services and city personnel on the construction site.

A progress review meeting will be conducted to discuss the field program plan and develop an action items list and schedule plan for coordinating access and other logistics for test well construction.

Task 2.5 Deliverables:

- (i) Field work Program Plan; and
- (i) Meeting Minutes from Progress Review Meeting.

PHASE 3 TEST-WELL CONSTRUCTION, OVERSIGHT, AND REPORTING

This third phase in the Feasibility Study incorporates the development of a definitive understanding with OWRD on the suitability of an installed Test Well under Permit S-41444.

Task 3.1- Test Well Construction and Field Oversight

This task does not include the contractor costs for Test Well construction. Those have been estimated for planning purposes based upon preliminary conversations with well drillers familiar with this area. The cost expectations for the well drilling are predicated on drilling to 225 feet below land surface in a 20-inch diameter borehole with an appropriate size and depth of surface casing, and constructing a 16-inch diameter well to a similar depth with an external filter pack. The estimated Test Well construction costs that were estimated for the OWRD grant request will be further refined as part of this subtask.

The balance of this task incorporates oversight of conformance to the project H&SP, oversight of drilling and well construction to the specifications, oversight of aquifer testing, oversight of water-production capacity testing, and collection and analysis of water quality samples consistent with pre-treatment requirements for evaluating drinking water standards. It is anticipated that a MPA will be done during this phase of the Feasibility Study. If the proposed exploratory boreholes which are set more than 500 feet from the Columbia River establish hydraulic connectivity, then the Test Well will be proposed that distance or a greater distance from the River, an area that OHA would not presumptively consider Ground-Water Under the Direct Influence of surface water (GWUDI) per their current guidance, "Determination of Groundwater Sources Under the Direct Influence of Surface Water OHD Drinking Water Program", for a fractured bedrock zone proximate to surface water. Ultimately developing a surface water source that is not GWUDI will enable provision of potable water at a much lower cost than if open surface water treatment rules were to apply. Non-potable water supply can be established if the TDS and other mineral chemistry constituents are suited to the demands present such as non-contact cooling water.

The Technical Consultant will advertise the project and perform all construction administration services in accordance with OAR 137 Division 49. The Technical Consultant will provide construction and design professionals who worked on the project to be available in responding to contractor questions during the bidding process. The anticipated administrative tasks are as follows:

- Advertise for and obtain bids for the Work. City to pay for publication costs.
- Maintain a record of prospective bidders to whom the Bidding Documents have been issued.
- Schedule and attend pre-bid conference.
- Issue addenda as appropriate to clarify, correct, or change the Bidding Documents.
- Determine the acceptability of subcontractors, suppliers, and other individuals and entities proposed by the prospective contractors.
- Coordinate and administer the Bid Opening.
- Prepare Bid Tabulation sheets
- Evaluate Bids.

- Assemble contracts for the Work.

Task 3.1 Deliverables:

- (i) Summary of Bid Tabulation;
- (ii) Recommendation of award letter;
- (iii) Contracts for signature; and
- (iv) Contract administration.

Task 3.2 - Data Analysis and Reporting to Draft Hydrogeology Report

The team will compile the field data and analyze it within a hydrogeologist's report prepared to OWRD requirements under Oregon Revised Statutes 540.531 or its equivalent under the Permit. Technical Consultant will develop a draft hydrogeology report in accordance with OWRD requirements. As such the report will provide a comprehensive overview of the geologic and hydrogeologic conditions relevant to water production under the Permit. The report will utilize information developed in prior technical memoranda and report out required components of aquifer testing and hydraulic analysis consistent with OWRD guidance. The report will be prepared in draft for review by the City and the broader project team. A final version of the reported certified by a licensed professional geologist for submittal to OWRD in support of the needed permit amendments regarding the point of diversion(s) in accordance with the Permit and the relevant portions of ORS and OAR for amending a surface water permit to new or alternate points of diversion.

Task 3.2 Deliverables:

- (i) Client review Draft Hydrogeology Report; and
- (ii) Final Hydrogeology Report for submittal to OWRD.

Task 3.3 – Submittal and Review of Hydrogeology Report in Accord with OWRD Requirements

An in-person review meeting with OWRD will be held to go over the work done and the summary findings in the hydrogeology. It is anticipated that the study will be successful in demonstrating conformance to the surface water right. The OWRD meeting agenda and minutes will be recorded for the City's project files.

Task 3.3 Deliverables:

- (i) OWRD Meeting Agenda; and
- (ii) OWRD Meeting Minutes

Task 3.4 Develop a Post-Construction Submittal to OHA for Further Conditional Approval

An OHA compliant post construction report will be prepared for submittal to the reviewing OHA DWS engineer:

- (1) The well driller's report (well log);
- (2) Well test information (which may be recorded on the well log) including:
  - o Static water level(s),
  - o Pumping rate(s), and
  - o Drawdown rate(s), and rate of recovery(s);
- (3) Installed pump's manufacturer and model, if applicable; and
- (4) Raw (untreated) water analytical data including for the City of Umatilla Community Water System type:
  - o Coliform bacteria
  - o Microparticulate Analysis (MPA)
  - o Nitrate
  - o Nitrite
  - o Arsenic

- o Inorganic compounds (IOCs)
- o Volatile organic compounds (VOCs)
- o Synthetic organic compounds (SOCs)
- o Radionuclides – uranium, combined radium 226/228, and gross alpha

Details for a Wellhouse structure and pumping and piping system details are not scoped herein but rather for subsequent submittal. The objective and scope here is intended to be sufficient to obtain a further Conditional approval of the suitability of the water source for drinking water supply and at least a preliminary determination as to the water source likely categorization as GWUDI or non-GWUDI in order to address the key feasibility study item of how the source of water under the Permit can best be integrated for water conservation in the engineering feasibility study in Phase 4 of water supply plan alternatives.

The OHA post-construction report will be prepared in draft for review by the City and the broader project team. A final version of the reported certified by a licensed professional engineer will be submitted to OHA

#### Task 3.4 Deliverables:

- (i) Client review Draft OHA Test Well Construction and Testing Report;
- (ii) Final Test Well Construction and Testing Report and submittal to OHA; and
- (iii) Second OHA Conditional ‘Approval’ Letter for Well Construction and Source Water Preliminary Determination.

### PHASE 4 - PREPARING FOR WATER CONSERVATION

#### Task 4.1- Water Conservation Engineering Feasibility Study

This task provides for development of system level plans for water conservation. The City Technical Consultant will review the demand and design criteria outlined in the City’s 2018 Water Conservation and Management Plan, the 2008 City Water Master Plan and the 2018 Beneficial Reuse Feasibility Analysis to assess how surface water under the Permit may be integrated to optimize both water conservation and affordable potable water delivery. The current exploration plans call for demonstrating hydraulic connectivity beyond a distance of 500 feet from the edge of the Columbia River; this is the presumptive distance for extraction of surface water via a groundwater well to be non-GWUDI in a fractured rock aquifer. Regardless of what the initial GWUDI determination or discussions are with OHA DWS in Task 3.4 the City will plan for water conservation using water diverted under the Permit; those alternatives will simply be different based on those discussions or determination as to how and where sources of surface water may be interconnected to the existing water distribution system to optimize water conservation. The analysis will review piping capacity, pumping capacity, and existing and proposed demands for municipal and industrial water. Industrial and domestic demands will be updated based on the WMCP, current data and City input on projected growth to its service and service area. The location of the Test Well, along with the volume and water quality it produces identified in Phases 1, 2, and 3 will be key components of the Water Conservation Engineering Feasibility Study. The FS will evaluate water development plans over a 20-year planning horizon for water system development. The information developed will be reported out in a draft Water Conservation FS for review by City staff. A planning meeting will be held to review the information developed and to initiate discussion of the structure of water supply conservation alternatives to be considered in Task 4.2.

#### Task 4.1-Deliverables

- (i) Draft Water Conservation FS for water development under the Permit;

- (ii) Planning meeting agenda and minutes; and
- (iii) Revised TM, if needed.

#### Task 4.2 - Identify, Evaluate, and Select Individual Water Pumping and Conservation Project Alternatives

The City's Technical Consultant will identify, evaluate, and estimate individual water conservation project alternatives under the FS to identify those most feasible for rapid implementation consistent with the broader water supply system alternative identified in the FS. Evaluation parameters will include cost, risk, environmental, conservation, and permitting implications. Each alternative will include preliminary concept drawings, cost estimates, and design considerations to assess the feasibility of each alternative. Industrial water alternatives for supply, treatment, storage, and distribution will be considered. Information from exploratory excavation and geological review will be incorporated into the alternatives. A preferred project alternative will be identified and advanced to a 10% design level. The overall water-supply project alternatives for use of water under the Permit will include within the overall framework of each alternative:

- Well Site Plan(s) for water under the Permit
- Initial Segments Design for Raw Water Supply Pipeline(s) for water sourced under the Permit

One objective for the work and documentation developed in Task 4.2 is to have a refined list of projects sufficient to be eligible for grant funding. The information collected, considered, and the resulting preferred alternative will be documented in a Preliminary Engineering Report (PER) in Task 4.4 and 4.5 for an initial project to demonstrate the feasibility and magnitude of actual water conservation at data centers which will inform subsequent City water planning. A project status meeting will be held to review the alternatives considered, receive City comments, facilitate selection of the preferred alternative, and initiate Task 4.3 on developing an implementation plan for specific components within the preferred initial project alternative

#### Task 4.2-Deliverables

- (i) Review and planning meeting agenda and minutes

#### Task 4.3 – Water Conservation Implementation Plan

This task will detail a design, phasing, funding and implementation plan for construction of the initial water conservation project alternative identified in Task 4.2. The City's Technical Consultant will identify typical public funding sources for a subsequent design and construction phase including application deadlines and funding cycles and limitations.

#### Task 4.3-Deliverables

- (i) Technical Memorandum on Water Conservation Implementation Plan

#### Task 4.4 - Draft Preliminary Engineering Report

This task involves developing a draft PER document which incorporates the work products and analyses from previous tasks. The PER will be limited to a single preferred water conservation alternative that can demonstrate the water conservation; this will presumptively include the alignment of a raw water supply line from the Test Well to an existing data center customer. Surface-water treatment of GWUDI is determined necessary based on the findings of prior tasks, the City's Technical Consultant will evaluate viable treatment technologies that maximize conservation while minimizing delivery costs of an initial low-silica low-salt water-delivery project. Consultant will provide topographic surveying of a single well site and a 50-foot wide corridor for up to ½ mile for a raw water supply line appropriately sized for more than the initial project alternative that will assess/demonstrate actual water conservation as its goal. Property boundary surveying and land division support can be provided as an additional service. The Technical Consultant will perform hydraulic assessment to size the Test Well pump and prepare

one-line preliminary diagram for well pumping facility and establish the electrical power needs to implement the preferred conservation alternative selected in Task 4.2. The draft document will be submitted to the City for initial review.

**Task 4.4-Deliverables**

(i) Draft PER

**Task 4.5 - Final Preliminary Engineering Report**

This task involves developing a final document for approval by City Council. City staff and Regulatory Agency review comments on the draft PER. These comments will be incorporated into a final document.

**Task 4.5-Deliverables**

(i) Final PER

**Project Work Plan**

List project activity milestones with estimated start and completion dates. Identify estimated date of first cash draw:

Activity	Estimated Date	
	Start	Completion
Surface Water Supply Feasibility Phase	Jul 1, 2020	Jun 30, 2021
Planning for Test Well Construction	Jul 1, 2021	Nov 15, 2021
Test Well Construction, Oversight and Reporting	Nov 16, 2021	Jun 30, 2022
Preparing for Water Conservation	Jul 1, 2022	Dec 31, 2022

**Estimated First Draw Date:** Sep 30, 2020

**Project Budget**

IF THIS APPLICATION IS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) OR SAFE DRINKING WATER REVOLVING LOAN FUND (SDWRLF) PROGRAM FUNDING, PLEASE SKIP THIS BUDGET TABLE AND COMPLETE THE PROJECT BUDGET INCLUDED IN THE PROGRAM-SPECIFIC APPLICATION SUPPLEMENT FORM.

List individual project budget line items with requested budgeted amounts by IFA and non-IFA funding sources. Change budget column labels to identify the specific requested IFA funding sources. Non-IFA sources are those funds other than those requested from IFA.

Budget Line Item (Adjust budget items to suit the project) <i>Below are general items most used</i>	IFA Funding		Non-IFA Funds	Total
	Source 1	Source 2		
Engineering/Architecture	\$320,000	\$0	\$100,000	\$420,000
Construction			200,000	200,000
Construction Contingency				0
Land Acquisition				0
Legal	28,500			28,500
Construction Management				0
Other Exploration Drilling Contractor	3,000		52,500	55,500
Other Initial Aquifer Tests & Lab Testing	17,100		17,500	34,600
Other In-Kind Staff Administrative Costs			35,000	35,000
Other Travel	4,200			4,200
<b>Totals</b>	<b>372,800</b>	<b>0</b>	<b>405,000</b>	<b>777,800</b>

**Details of Non-IFA Funds**

Source of Non-IFA Funds	Amount	Status: C-Committed, A-Application S-Submitted, AI-Application Invited, PS-Potential Source	Dates Required Funds will be Committed and Available
OWRD Feasibility Study Grant	\$370,000	S	1-May-20
City In-Kind Match	35,000	C	1-Jul-20
<b>Totals</b>	<b>405,000</b>		

If "Non-IFA funds" include USDA Rural Development funding that will require interim financing, please indicate the source of the interim financing.

**General Certification**

I certify to the best of my knowledge all information, contained in this document and any attached supplements, is valid and accurate. I further certify that, to the best of my knowledge:

1. The application has been approved by the governing body or is otherwise being submitted using the governing body's lawful process, and
2. Signature authority is verified.

**Check one:**

- Yes, I am the highest elected official. (e.g., Mayor, Chair or President)
- No, I am not the highest elected official so I have attached documentation that verifies my authority to sign on behalf of the applicant. (Document such as charter, resolution, ordinance or governing body meeting minutes must be attached.)

**The department will only accept applications with proper signature authority documentation.**

Signature	03/03/2020
Mary Dedrick	Mayor
Printed Name	Printed Title

**FOR BUSINESS OREGON USE ONLY**

Concept Number	Intake Approval Date
----------------	----------------------

**Project Type:**

- |                                   |  |                                 |
|-----------------------------------|--|---------------------------------|
| <input type="checkbox"/> Planning | <input type="checkbox"/> Construction          | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Design   | <input type="checkbox"/> Design & Construction |                                 |

Applicant: **City of Umatilla**

Project Name: **City of Umatilla Feasibility Study for Hydraulically Connected Wells**

**Section I: Property Acquisition / Ownership / Operation**

A. What is the street address or physical location of the property that is the subject of this project?

**5N2811 Tax lot 2100 - Port of Umatilla - See attached map**

B. What is the zoning designation of the property?  
*(NOTE: Only land zoned as "industrial" will be considered for a grant.)*

**Industrial**

C. Will the land involved in this project remain zoned as industrial, and not be converted to another use for at least five (5) years after completion of the project?  Yes  No

D. If the purpose of the project is for developing industrial lands, has the industrial site been reviewed for conformance with marketability standards?  Yes  No  
*(A memorandum from the OBDD Business Development Officer that addresses the ten marketability criteria must be included as Attachment D.)*

E. Will the applicant own the potential development project (e.g., infrastructure, building, industrial land) that is the subject of this planning project, once it is constructed?  Yes  No  
*If no, describe other ownership:*

F. Will a private business have a special legal entitlement to the potential development project if it is constructed / completed? (e.g., through either a transfer of, or partnership in ownership, lease, management contract, special rates / charges, or priority for use)  Yes  No  
*If yes, describe:*

**Section II: Budget Information**

A. Who prepared the cost estimates for the project?

Name: **John Lambie**

Title: **Principal Engineer**

Company: **E-PUR, LLC**

Phone Number: **503-381-6043**

Date of project cost estimate: **October 2019**

B. If funds from other sources are required to complete the project, are they available at this time? *If no, list:*

Yes  No

Source(s): **OWRD Feasibility Grant**

Amount(s): **\$370,000**

Date(s) required funds will be committed and available: **Approx June 2020**

**III: Financial Information** *Complete only if funding request includes a loan:*

A. What sources of revenue are being pledged to repay a loan?

**Water Fund Revenue**

B. Is other debt serviced or secured by those revenues?

Yes  No

*If yes, is the other debt described in the applicant's audit reports?*

Yes  No

*If no, describe:*

C. Has the applicant ever defaulted on a debt?

Yes  No

*If yes, provide a complete summary of the circumstances related to the default.*

D. Is there actual / pending litigation that could impair the applicant's ability to repay debt?

Yes  No

*If yes, describe:*

### Attachments

		Attachment Description	For IFA Use (X Attached?)
<b>Required with all applications</b>	<b>A</b>	Map(s) showing the location of the project, including tax lots / parcels and road widths, etc. The map(s) must include a zoning overlay for the subject property.	<input type="checkbox"/>
<b>Check if applicable</b>	<b>Check box at left and include any of the following attachments that are applicable to the project</b>		
<input type="checkbox"/>	<b>B</b>	If funding request includes a loan, and the applicant's last three audit reports are not available at the Secretary of State website: <a href="http://www.sos.state.or.us">http://www.sos.state.or.us</a> , attach copies of the applicant's audit reports.	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<b>C</b>	If funding request includes a loan, complete the Schedule of Pro Forma Revenues and Expenditures for the applicable fund(s) that will be pledged to repay the loan for each of the next five years and any underlying assumptions used ( <i>see Attachment C</i> ).	<input type="checkbox"/>
<input type="checkbox"/>	<b>D</b>	If applying for grant, attach a copy of the memorandum prepared by the OBDD Business Development Officer that addresses marketability criteria for the project site.	<input type="checkbox"/>

**Schedule of Pro Forma Revenues and Expenditures Attachment C**

Pro Forma	Current FY	2020	2021	2022	2023	2024	2025
1 Year (ending June 30)	2020						
2 Beginning Fund Balance	719,456	864,783	1,249,602	1,707,088	2,242,250	2,860,417	
<b>Operating Revenues</b>							
3 Primary Revenue Source	1,273,538	1,591,922	1,687,437	1,788,684	1,896,005	1,933,925	
4 Other Revenue Source 1	4,000	5,000	5,000	5,000	5,000	5,000	
5 Other Revenue Source 2	0	0	0	0	0	0	
<b>Total Operating Revenues</b>	<b>1,277,538</b>	<b>1,596,922</b>	<b>1,692,437</b>	<b>1,793,684</b>	<b>1,901,005</b>	<b>1,938,925</b>	
<b>Operation, Maintenance &amp; Replacement (OM&amp;R) Expenses</b>							
6 Personal Services	538,542	554,698	571,339	588,479	606,133	624,317	
7 Materials & Services	508,730	518,905	529,282	539,868	550,665	561,679	
8 Other Operating Expenses	0	0	0	0	0	0	
<b>Total Operating Expenses</b>	<b>1,047,272</b>	<b>1,073,603</b>	<b>1,100,621</b>	<b>1,128,347</b>	<b>1,156,798</b>	<b>1,185,996</b>	
<b>Debt Services</b>							
<b>Funds Avail for Debt Service</b>	<b>230,266</b>	<b>523,319</b>	<b>591,816</b>	<b>665,337</b>	<b>744,207</b>	<b>752,929</b>	
9 Existing Debt 1	72,000	72,000	72,000	72,000	72,000	72,000	
10 Existing Debt 2	0	0	0	0	0	0	
11 Other Proposed Debt	0	25,000	25,000	25,000	25,000	450,000	
<b>Total Debt Service</b>	<b>72,000</b>	<b>97,000</b>	<b>97,000</b>	<b>97,000</b>	<b>97,000</b>	<b>522,000</b>	
<b>Other Activities</b>							
<b>Cash Avail After Debt Service</b>	<b>158,266</b>	<b>426,319</b>	<b>494,816</b>	<b>568,337</b>	<b>647,207</b>	<b>230,929</b>	
12 Loan Proceeds / Drawdowns	0	255,560	303,890	183,350	1,000,000	3,000,000	
13 Capital Outlay	-60,000	-405,560	-453,890	-333,350	-1,150,000	-3,150,000	
14 System Replacement Reserves	0	0	0	0	0	0	
15 Other Non-Operating Activity	79,468	150,000	155,000	160,000	165,000	170,000	
<b>Net Other Activity</b>	<b>19,468</b>	<b>0</b>	<b>5,000</b>	<b>10,000</b>	<b>15,000</b>	<b>20,000</b>	
16 Net Transfers IN (OUT)	(32,407)	(41,500)	(42,330)	(43,175)	(44,040)	(45,000)	
17 Adjustments							
<b>Net Transfers &amp; Adjustment</b>	<b>(32,407)</b>	<b>(41,500)</b>	<b>(42,330)</b>	<b>(43,175)</b>	<b>(44,040)</b>	<b>(45,000)</b>	
<b>Ending Fund Balance</b>	<b>864,783</b>	<b>1,249,602</b>	<b>1,707,088</b>	<b>2,242,250</b>	<b>2,860,417</b>	<b>3,066,346</b>	
18 Connections	1,591	1,630	1,671	1,701	1,732	1,763	
19 EDUs							
20 Monthly Rate per EDU							

Please contact your RDO if you have questions completing this form.

Primary revenue source (e.g., user charges). Include, on lines 4 or 5, revenues such as taxes, hook-up fees and rent/lease income. Do not include interest, SDCs, etc., in this section; rather, enter these revenues on line 15.

Include short-lived asset replacement with a useful life of 15 years or less. Do not include capital outlay, transfers, depreciation, etc; rather, enter these revenues to lines 12-17.

Enter and specify annual debt service amounts for existing and proposed debt support by this fund, including any proposed non-IFA debt for this project, e.g., USDA, DEQ, etc.

Anticipated drawdown schedule for requested loans. Include capital outlay in brackets (negative number) for this project. Anticipated contributions for system replacement. Asset sales, SDCs, interest income (specify†).

Include transfers to reserve accounts (specify†). Explain any adjustments

†Describe any assumptions used in calculating above figures, such as changes in user rates, EDU/connection growth, loan repayments, operating expenses, transfers, adjustments:

**Assumptions:**

Proposed rate increase of 25% in 2021, 6% in 2022, 2023 and 2024, 2% after.

Currently evaluating SDCs. Rates anticipated to double pending market analysis.

Growth rate of 2.5% through FY2022, 1.8% after

3% annual personnel increases, 2% general annual cost inflation.

Exact amount of annual existing IFA Waterline improvement loan to be determined through bond sale in late 2020.

Proposed debt estimated amortization at 2.75% over 20 years.

Anticipated follow up projects of \$4 million in 2024-25 (25% grant) to connect new wells to existing water system and \$3 million in 2024 (25% grant) for SW Industrial Park. These projects drove rate increase recommendations and caused the spike in proposed debt in 2025.

Annual capital outlay is amount included in this project plus \$150,000 due to infrastructure failure/replacement.

Net transfer includes transfer to capital reserve of \$15,250 for water department equipment and \$21,500 to the general fund to cover IT support and City Hall staff rent.



### Property Owners

OWNER	MAP	TAX LOT
USA	5N2811	100
TIDEWATER TERMINAL CO	5N2811	300
UNITED GRAIN CORPORATION OF OREGON	5N2811	400
TIDEWATER TERMINAL CO	5N2811	600
TIDEWATER TERMINAL CO	5N2811	700
SJR PROPERTIES LLC	5N2811	802
UNITED GRAIN CORPORATION OF OREGON	5N2811	900
PACKAGING CORPORATION OF AMERICA	5N2811	1100
PACKAGING CORPORATION OF AMERICA	5N2811	1200
PACKAGING CORPORATION OF AMERICA	5N2811	1300
J-M MANUFACTURING CO	5N2811	1400
UMATILLA PORT OF	5N2811	1500
UMATILLA PORT OF	5N2811	1700
UMATILLA PORT OF	5N2811	2000
PORT OF UMATILLA	5N2811	2100
PACKAGING CORPORATION OF AMERICA	5N2811	2200
PORT OF UMATILLA	5N2811	2400
PORT OF UMATILLA	5N2811	2500
CITY OF UMATILLA	5N2811	2600
PORT OF UMATILLA	5N2811	2700
CITY OF UMATILLA	5N2814	200
CITY OF UMATILLA	5N2814	300

### Test Location Coordinates (GCS: WGS 1984)

Name	Latitude	Longitude
Borehole A	45.929052	-119.274486
Borehole B	45.928652	-119.274080
Borehole C	45.927787	-119.274761



## Attachment #1 - Water Testing Locations for Assessing Feasibility of Utilizing Permit S-41444 to Divert Surface Water

**Legend**

- Exploratory Borehole Locations
- Streets

Assessor's Maps

Tax Lots (9/19/19)

N  
 E  
 W  
 S

MAP DISCLAIMER: No warranty is made as to the accuracy, reliability or completeness of this data. Map should be used for reference purposes only. Not survey grade or for legal use.  
 Created by Brandon Seitz, on 11/12/2019

CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

Budget Committee Appointment

**Meeting Date:**

2020-03-03

**Department:**

City Administration

**Director:**

Melissa Ince

**Contact Person:**

Melissa Ince

**Phone Number:**

541-922-3226

**Cost of Proposal:**

NA

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

N/A

**Amount Budgeted:**

NA

**Reviewed by Finance Department:**

Yes

**Previously Presented:**

NA

**Attachments to Agenda Packet Item:**

[Robert Hojaboom .pdf](#)

[Maria McMillan.pdf](#)

**Summary Statement:**

Mayor Dedrick is recommending Robert Hojaboom Jr. and Maria McMillan for appointment to the Budget Committee. There were two applications received for the Budget Committee. There are currently two vacancies on the committee.

**Consistent with Council Goals:**

Goal 3: Enhance and Cultivate Relationships and Partnerships.



# City of Umatilla

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

## COMMITTEE APPOINTMENT FORM

Mayor and Council:

I ROBERT HOJABEN JR, request a(n)  appointment  re-appointment (check one) to:

<input type="checkbox"/> Planning Commission	<input type="checkbox"/> Library Board
<input checked="" type="checkbox"/> Budget Committee	<input type="checkbox"/> Transient Room Tax Committee
<input type="checkbox"/> Parks & Recreation Committee	<input type="checkbox"/> Tree Board Committee
<input type="checkbox"/> Code Enforcement Board	<input type="checkbox"/> City Council

I have lived in Umatilla for 1 years. Additional qualifications:

I MOVED HERE FROM COLORADO WITH MY WIFE RECENTLY.

I HAVE 20+ YEARS IN ACCOUNTING EXPERIENCE

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

97882 Email Address: \_\_\_\_\_

[Signature] Signature 2/18/2020 Date

### Committee Descriptions:

**Planning Commission** - 7 members, not more than 2 of whom shall be nonresidents of the city residing within urban growth area, and the City Manager and Public Works Director as ex officio members. The Commission is responsible for the administration of the Land Use Code. The Commission may: recommend and make suggestions to the city council 121 and to all other public authorities concerning laying out, widening, extending, parking, and locating of streets, sidewalks



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## COMMITTEE APPOINTMENT FORM

Mayor and Council:

I Maria McMillan (may) request a(n)  appointment  re-appointment (check one) to:

<input type="checkbox"/> Planning Commission	<input type="checkbox"/> Library Board
<input checked="" type="checkbox"/> Budget Committee	<input type="checkbox"/> Transient Room Tax Committee
<input type="checkbox"/> Parks & Recreation Committee	<input type="checkbox"/> Tree Board Committee
<input type="checkbox"/> Code Enforcement Board	<input type="checkbox"/> City Council

I have lived in Umatilla for 13 years. Additional qualifications:

I have good organization skills and communicate well. I am also a responsible person and I can step away from something and look at it from a rational point of view.

I also have a lot of experience running a small business.

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ Email Address: \_\_\_\_\_

Maria McMillan 02.22.20

Signature Date

**Committee Descriptions:**

**Planning Commission** - 7 members, not more than 2 of whom shall be nonresidents of the city residing within urban growth area, and the City Manager and Public Works Director as ex officio members. The Commission is responsible for the administration of the Land Use Code. The Commission may: recommend and make suggestions to the city council and to all other public authorities concerning laying out, widening, extending, parking, and locating of streets, sidewalks

CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

Transient Room Tax Committee Appointment

**Meeting Date:**

2020-03-03

**Department:**

City Administration

**Director:**

Melissa Ince

**Contact Person:**

Melissa Ince

**Phone Number:**

541-922-3226

**Cost of Proposal:**

NA

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

N/A

**Amount Budgeted:**

NA

**Reviewed by Finance Department:**

Yes

**Previously Presented:**

NA

**Attachments to Agenda Packet Item:**

[Leah Stockard.pdf](#)

**Summary Statement:**

Mayor Dedrick is recommending Leah Stockard for re-appointment to the Budget Committee. Leah was appointed to the Transient Room Tax committee in 2019 to fill a mid-term vacancy. This is the only application received for the Transient Room Tax Committee. There is only one vacancy on the committee.

**Consistent with Council Goals:**

Goal 3: Enhance and Cultivate Relationships and Partnerships.



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## COMMITTEE APPOINTMENT FORM

Mayor and Council:

I, Leah Stockard, request a(n)  appointment  re-appointment (check one) to:

<input type="checkbox"/> Planning Commission	<input type="checkbox"/> Library Board
<input type="checkbox"/> Budget Committee	<input checked="" type="checkbox"/> Transient Room Tax Committee
<input type="checkbox"/> Parks & Recreation Committee	<input type="checkbox"/> Tree Board Committee
<input type="checkbox"/> Code Enforcement Board	<input type="checkbox"/> City Council

I have lived in Umatilla for 1/2 years. Additional qualifications: Fayetteville NC  
Golden Corral owner/manager term OR 8 years  
Great Walls Artistry & Design 1982 - 1990  
General Contractor Desegun Utah 40 years  
1980 - Present Hermiston, OR  
Home Depot Specialist & Kitchen Design 5 years  
Hermiston 2005 - 2010

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
Leah C Stockard 2-3-2020  
 Signature Date

### Committee Descriptions:

**Planning Commission** - 7 members, not more than 2 of whom shall be nonresidents of the city residing within urban growth area, and the City Manager and Public Works Director as ex officio members. The Commission is responsible for the administration of the Land Use Code. The Commission may: recommend and make suggestions to the city council and to all other public authorities concerning laying out, widening, extending, parking, and locating of streets, sidewalks

CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

Approval of Minutes from March 3, 2020 Public Hearing

**Meeting Date:**

2020-03-03

**Department:**

City Administration

**Director:**

David Stockdale

**Contact Person:**

Dave Stockdale

**Phone Number:**

**Cost of Proposal:**

n/a

**Amount Budgeted:**

n/a

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

Water - 02

**Reviewed by Finance Department:**

Yes

**Previously Presented:**

3/3/20, 2/18/20

**Attachments to Agenda Packet Item:**

**Summary Statement:**

Approve Minutes

**Consistent with Council Goals:**

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

CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

Resolution No. 50-2020 - A Resolution documenting the City's commitment to contribute matching funds for a Community Development Block Grant (CBDG) application for the final design of water utility extension to the Power City and Brownell areas

**Meeting Date:**

2020-03-03

**Department:**

Finance & Administrative Services

**Director:**

Melissa Ince

**Contact Person:**

Melissa Ince

**Phone Number:**

**Cost of Proposal:**

\$7,320

**Amount Budgeted:**

n/a

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

Water - 02

**Reviewed by Finance Department:**

Yes

**Previously Presented:**

n/a

**Attachments to Agenda Packet Item:**

[RES 50-2020.docx](#)

**Summary Statement:**

The City of Umatilla is submitting a planning application for a Community Development Block Grant (CDBG) for the final design of water utility extension to the Power City and Brownell area. The City can obtain bonus points on the application's scoring by committing to provide a 1% cash match on the project. The initial estimated project cost is \$732,000 which means the City will need to budget approximately \$7,320 in the 2020-21 fiscal year budget.

Motion to approve Resolution No. 50-2020.

**Consistent with Council Goals:**

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

**RESOLUTION NO. 50-2020**

**A RESOLUTION DOCUMENTING THE CITY'S COMMITMENT TO CONTRIBUTE MATCHING FUNDS FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PLANNING APPLICATION FOR THE FINAL DESIGN OF WATER UTILITY EXTENSION TO THE POWER CITY AND BROWNELL AREAS**

**WHEREAS**, the City of Umatilla is submitting a planning application for a Community Development Block Grant (CDBG) for the final design of water utility extension to the Power City and Brownell area; and

**WHEREAS**, the City has held several community meetings and public hearings to gauge the level of interest and obtain feedback on the proposed project; and

**WHEREAS**, the City feels that this project is in the best interests of the residents of both areas; and

**WHEREAS**, the cost for this final design project is estimated at \$732,000; and

**WHEREAS**, the City is committed to providing a 1% cash match on this project that will be approved through the 2020-21 fiscal year budget process.

**NOW, THEREFORE, BE IT RESOLVED as follows:** the City will submit a CDBG planning grant application for final design of water utility extension to the Power City and Brownell areas and commits to a 1% cash match to be adopted in the 2020-21 fiscal year budget.

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

---

Mary Dedrick, Mayor

ATTEST:

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Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

Resolution No. 48-2020 - A resolution authorizing the City to apply for a Large Local Government Grant from the Oregon Parks and Recreation Department for development of Project 1 of the Master Trails Plan and delegating authority to the Mayor to sign the application.

**Meeting Date:**

2020-03-03

**Department:**

Community Development

**Director:**

Brandon Seitz

**Contact Person:**

Esmeralda Horn

**Phone Number:**

5419223226

**Cost of Proposal:**

\$750,000

**Amount Budgeted:**

N/A

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

Capital Reserve - 05

**Reviewed by Finance Department:**

Yes

**Previously Presented:**

N/A

**Attachments to Agenda Packet Item:**

[RES 48-2020.docx](#)

**Summary Statement:**

City recently adopted a Master Trails Plan and is now looking for grants with OPRD to start the construction and connection of trails within our City limits. City would like to apply for a large grant for the completion of Project 1 on our recently adopted Master Trail Plan. The maximum grant request is \$750,000 and the required match is 40%, or \$300,000.

Motion to approve Resolution No. 48-2020

**Consistent with Council Goals:**

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

**RESOLUTION NO. 48-2020**

**A RESOLUTION AUTHORIZING THE CITY OF UMATILLA TO APPLY FOR A LARGE LOCAL GOVERNMENT GRANT FROM THE OREGON PARKS AND RECREATION DEPARTMENT FOR DEVELOPMENT OF PROJECT 1 OF THE MASTER TRAIL PLAN AND DELEGATING AUTHORITY TO THE MAYOR TO SIGN THE APPLICATION**

**WHEREAS**, the Oregon Parks and Recreation Department is accepting applications for the Local Government Grant Program; and

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

**WHEREAS**, the city seeks to construct and develop connections of trails within our city boundary; and

**WHEREAS**, City Council and staff have identified the need for development of Project 1 of the Master Trail Plan as a high priority need in City of Umatilla; and

**WHEREAS**, Project 1 will provide a South Hill connector and allow pedestrians safe access to walk along Powerline Road, including the construction of a footbridge crossing over the West Extension Irrigation Canal; and

**WHEREAS**, the City of Umatilla can apply for a maximum large grant request of \$750,000 with a 40%, or \$300,000, required match; and

**WHEREAS**, the City of Umatilla intends to allocate the required matching funds through the 2020-2021 fiscal year budget process; and

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

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

Section 1: The Umatilla City Council supports the submittal of a large grant application to the Oregon Parks and Recreation Department for development of Project 1 of the Master Trail Plan.

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

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

---

Mary Dedrick, Mayor

ATTEST:

---

Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

Downtown Revitalization Grant - Loyal Restoration

**Meeting Date:**

2020-03-03

**Department:**

Community Development

**Director:**

Brandon Seitz

**Contact Person:**

Esmeralda Horn

**Phone Number:**

5419223226

**Cost of Proposal:**

\$7,364.12

**Amount Budgeted:**

\$15,000.00

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

General Fund - 01

**Reviewed by Finance Department:**

Yes

**Previously Presented:**

No

**Attachments to Agenda Packet Item:**

[Loyal Restoration - Bonus Round.pdf](#)

**Summary Statement:**

Loyal Restoration has submitted a grant request for the restoration of the property located at 1201 6th Street. Attached you will find the application submitted. This is an application for the bonus round of the FY 19-20 distribution. The total project cost is \$9,818.80.

The Community Development Department has reviewed the application and is recommending funding the project at the maximum grant award amount of 75% of the total project cost, or \$7,364.12. Motion to award grant at \$7,364.12.

**Consistent with Council Goals:**

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



# City of Umatilla Downtown Revitalization Grant Program

Welcome to the City of Umatilla Downtown Revitalization Grant Program. This program is available to commercial and mixed-use buildings in the Downtown District. The city has set aside funds to provide up to \$15,000 for eligible improvements.

### Application Process:

To apply for a grant, review and complete Sections 1 thru 8 of the application. Grants will be accepted for submittal between February 10th – February 28th **This application must be submitted and approved PRIOR to work commencing.** Submit the completed application to the City of Umatilla, Community Development Department, 700 6th St Umatilla, OR or via email to Esmeralda Horn at: [esmeralda@umatilla-city.org](mailto:esmeralda@umatilla-city.org)

**Section 1** – Applicant Information  
**Section 2** – Project Information  
**Section 3** – Submittal List

**Section 4** – Grant Request and Approval Process  
**Section 5** – Grant Funds Distribution Process  
**Section 6** – Signature

## City of Umatilla Downtown Revitalization Grant Program Application

### Section 1 – Applicant Information

Company/Business Name: Loyal Restoration, LLC

Address of Subject Property: 1201 6th Street, Umatilla, OR 97882

Assessor Tax Lot Number: 126975

Mailing Address: 120 Rio Senda St., Umatilla, OR 97882

Contact Person: Heidi Sipe Email Address: loyalrestorations@gmail.com

Phone Number: 541-720-0227 Fax Number: n/a

Applicant is the:  Building Owner  Tenant

#### Building Owner Information (if different from applicant):

Owner Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Signature of Building Owner indicating consent for improvements: \_\_\_\_\_

## Section 2 – Project Information

Project Start Date: April 1st, 2020 Anticipated Completion Date: August 1st, 2020

Please note: We can start earlier if allowable and with weather permitting, must have consistent 50 degree or warmer days for painting  
The project is estimated to be complete in four months from start.

Estimated Budget for Proposed Project: \$ \$7,304.23 from City, \$2,514.60 in kind from owner. Total budget \$9,818.83

A general description of the overall project scope is appreciated (here). Also, applicants are encouraged to prepare a written response to the approval criteria.

Will you be using a contractor for this project?  Yes  No

If yes, please supply the following contractor information:

Contractor Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Attach a copy of the cost estimate from the contractor

Note: At least one competitive bid must be provided for service estimates greater than \$500.00. For projects that do not use a contractor, only materials will be reimbursed (not labor or tools).

## Section 3– Submittal List

Please attach copies of the required submittals to this application.

- Photographs clearly showing existing conditions of the building to be improved.
- Drawings or sketches showing the proposed improvement(s) on the building and placement of other features around the building, if applicable.
- Exact color samples of paint and other materials to be used for the proposed improvement(s).
- Cost estimate for the project (itemized).
- Written statement explaining how proposed changes demonstrate compliance with downtown design standards.

## Section 4 – Grant Request and Approval Process

Estimated total budget for proposed project (listed in Section 3): \$ 9,818.83

Portion of estimated budget that qualifies: \$ 9,818.83 <sup>.25</sup> x .25 = \$ 2,454.71 <sup>7304.12</sup>

Total Grant Amount Requested (not to exceed \$26,500): ~~\$ 7,304.23~~ **\$ 7304.12**

### Approval Process:

- Upon receipt of a completed application, a three (City Council will review the application and will make a decision shortly after the submittal deadline date. Staff may contact you ahead of the deadline to clarify the project scope.
  - Approval is based upon: 1) Readiness to proceed, 2) visual prominence of the building/location, 3) ability to demonstrate compliance with applicable building design standards 4) restoration of historical elements (if applicable) and 5) leverage of other project funds as available.
  - Conditions of Approval may be applied to ensure compliance with the code standards of the Downtown district, which may be identified as part of the Grant Approval Agreement.
  - Staff may choose to forward an application to the City Council for review.
  - **Grant recipients are required to sign the agreement before construction begins.**
- If an application is not approved, the City of Umatilla will provide a written explanation and may include recommendations for steps that may be taken to receive approval.

## Section 5 – Grant Funds Distribution Process

- Funds are limited to the annual budget process (\$50,000 total amount available in FY 19-20)
  - (1) No more than 80% of the annual program budget can be spent in Round 1
  - (2) All remaining budgeted funds may be awarded in Round 2 (though, not required)
- Minimum Grant Match Requirement = 25%. Applicants can request a larger personal match, if desired
- Maximum Grant Award Not to Exceed \$15,000.
- All awards from the City Council are final.
- Recipients will receive a Notification of Award from CDD upon Council approval
- Grant monies will be issued after project is complete.
- Projects must be completed within 6 months of approval. Upon completion of a project,
- City staff must be contacted for a site inspection. If the staff finds that the project complies with all standards and conditions above and with the pre-approved plans submitted with the application, the City shall provide the agreed upon amount of funding.
- If a contractor was used, a copy of the invoice and proof of payment must be provided to the City before funds can be released.
- If a contractor was not used, receipts accompanied by proof of payment must be provided before reimbursement can be issued.
- All receipts must be received within 30 days of project completion.
- Only materials may be reimbursed for projects that do not use a contractor (cost of shipping, tools/machinery and labor are not reimbursable items).
- Funds shall then be disbursed within thirty (30) days from the date invoices are received.
- In order to encourage multiple business to apply and to disperse the distribution across several businesses, no applicant may:
  - (1) Receive more than three awards over the past four years, and
  - (2) Receive more than \$52,500 in total awards over the past four years, and
  - (3) Receive more than two awards per round (applicant may apply for more than one faced grant improvement per round if they can clearly demonstrate that they have two unique improvement projects.

## Section 6 - Signature

I agree that the information provided above and within is accurate and correct to the best of my knowledge.

Signature of Applicant: \_\_\_\_\_

*Adia A. Sepe*

Date: 02/13/2020



## Section 5 – Grant Funds Distribution Process

- Funds are limited to the annual budget process (\$50,000 total amount available in FY 19-20)
  - (1) No more than 80% of the annual program budget can be spent in Round 1
  - (2) All remaining budgeted funds may be awarded in Round 2 (though, not required)
- Minimum Grant Match Requirement = 25%. Applicants can request a larger personal match, if desired
- Maximum Grant Award Not to Exceed \$26,250
- All awards from the City Council are final.
- Recipients will receive a Notification of Award from CDD upon Council approval
- Grant monies will be issued after project is complete.
- Projects must be completed within 6 months of approval. Upon completion of a project,
- City staff must be contacted for a site inspection. If the staff finds that the project complies with all standards and conditions above and with the pre-approved plans submitted with the application, the City shall provide the agreed upon amount of funding.
- If a contractor was used, a copy of the invoice and proof of payment must be provided to the City before funds can be released.
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## Section 6 - Signature

I agree that the information provided above and within is accurate and correct to the best of my knowledge.

Signature of Applicant: \_\_\_\_\_

*Adriana Sepe*

Date: 01/23/2020



**1201**  
— street —  
**6th**



**PREPARED BY:**  
Kyle and Heidi Sipe, Owners  
Loyal Restoration, LLC

137

**PREPARED FOR:**  
City of Umatilla

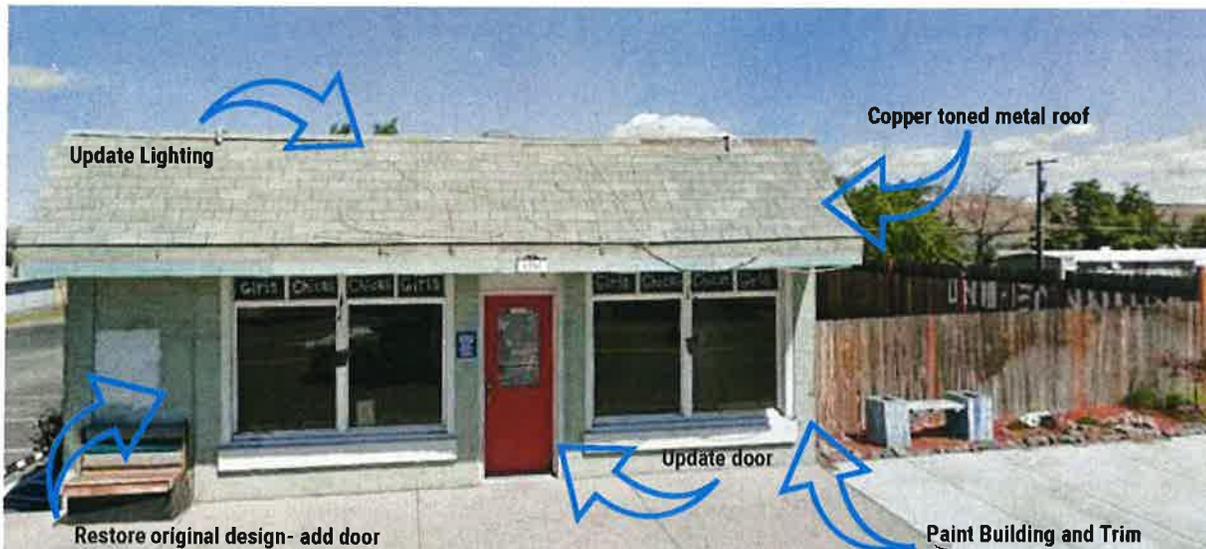
# Current Building

## History and Future

Built in 1947 as part of the new downtown established when the Corps of Engineers prepared for the flooding for the dam, the 1201 6th Street property has been a key building in Umatilla's downtown area. It has housed a doctor's office, hair salon, antique store, strip club, and tavern amongst other businesses over the past seven decades.

Loyal Restoration, LLC purchased the property in late 2019 with the vision of turning the building into a small business space intended to help Umatilla businesses succeed through a shared space model. A gift shop, BBQ restaurant and fruiteria are set to open in the space in February and March of 2020.

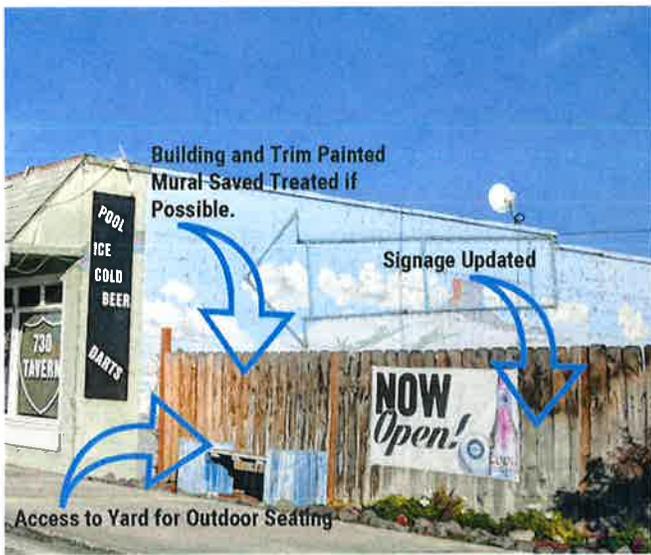
## Current Photos and Planned Updates



**6th Street Frontage:** The building originally had two doors and two windows on the front. The plywood covering the original doorway will be removed and a door will be added to restore it to the original design. A copper toned metal roof will replace the current asphalt shingle roof on the awning. Exterior lighting will be updated. The front windows will host vinyl decals advertising the businesses inside. Signage will be consistent in size to allow for a uniform look. Exterior lighting will be updated. The fence areas impacted by the old Honey Bunz spray paint will be replaced.



**West Side:** The mural is in need of removal. Replacing it is cost prohibitive both short and long term. The building will be gray toned with white trim and deep green accents. The former window is covered with plywood and needs restored. Exterior lighting will be updated.



**East Side:** The mural on this side is potentially salvageable. We will power wash it and if it remains in suitable condition, we will keep it in place and frame around it with the gray main building paint to support a uniform building look. If it cannot be saved, it will be painted to match the rest of the building. The building and trim will be painted. The fence has numerous areas with former spray paint signage showing. We will replace the impacted fence boards. We will add a gate and stairway to provide access to the side yard. This space will be available for outdoor seating in the summer. Landscaping will be updated. Old signage and lighting will be removed and replaced.

**Rear of Building:** The mural is in need of removal. Replacing it is cost prohibitive both short and long term. The building and trim will be painted. There are three windows and one door on the rear of the commercial area of the building. These will be replaced.



**Please Note:** To save costs and time for all parties, labor will be done by Loyal Restoration, LLC as in-kind. The owners of the business each have over twenty years of renovation experience. After getting actual materials costs and estimating labor, we used the RS Means system to ensure that neither was overestimated. Please see supplemental documentation for RS Means data.

## Budget

	Materials	Labor Hours	In Kind Labor Cost	Notes
Paint	\$419.06	20	\$508.00	Primer, Field, and Trim
Lighting	\$569.90	10	\$254.00	Yard String, Exterior Wall Sconce, Walkway
Paint Prep	\$76.92	12	\$304.80	Removing exterior wiring and temp lighting, pressure washing, caulk/patching
Gate	\$139.94	3	\$76.20	Two door swing gate
Fence Boards	\$127.00	3	\$76.20	Replace boards impacted by spray paint for Honey Bunz sign
Awning	\$460.08	5	\$127.00	Copper colored metal on front awning. Estimate includes metal roofing, eave, rake, trim and screws. Phone quote from Metal Max.
Stair Stringer	\$163.84	3	\$76.20	Street to lawn stairs
Stair Tread	\$144.00	2	\$50.80	Street to lawn stairs
Stair Rail	\$611.12	3	\$76.20	Street to lawn stairs
Concrete Pads	\$203.46	4	\$101.60	For street to lawn stairs
Windows	\$976.96	18	\$457.20	Restore side window, replace bathroom and rear windows
Doors	\$2,161.95	12	\$304.80	Replace existing exterior doors, restore original west entry door
Signage	\$1,250.00	4	\$101.60	Graphic design fees for signage and materials for exterior signs
<b>Total</b>	<b>\$7,304.23</b>	<b>79</b>	<b>\$2,514.60</b>	<b>Grand Total \$9,818.83</b>

Labor Value Source:

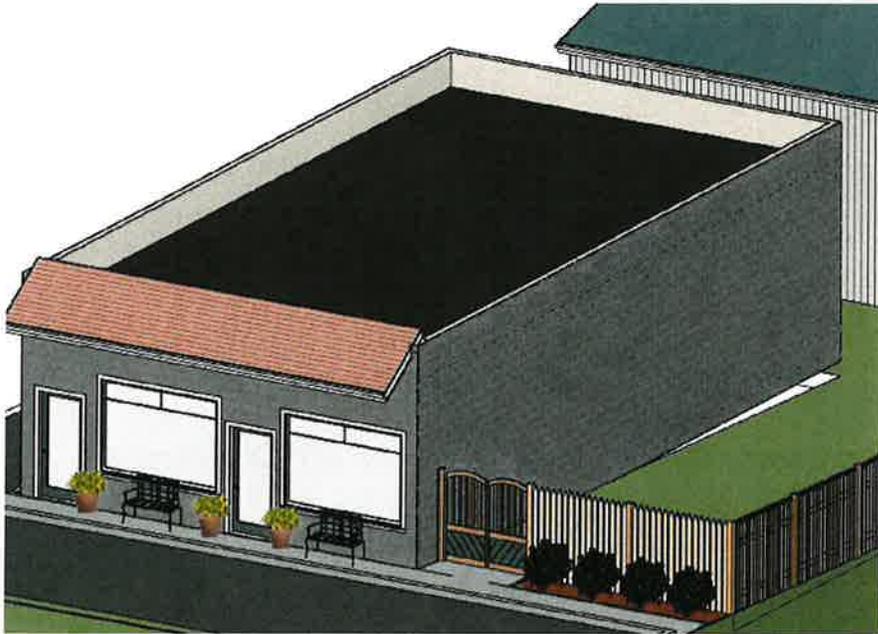
<https://independentsector.org/wp-content/uploads/2018/04/Value-of-Volunteer-Time-by-State-2001-2018-1.pdf>

Labor Hours and Materials Also Calculated with RS Means (see attachment)

Used to confirm reasonable labor hours and check raw materials costs

# CAD Rendition of Improvements with Design Samples

**Please Note:** Design samples and CAD are not exact and not to scale. These items are provided for visual representation of overall design plan only.



## Lighting



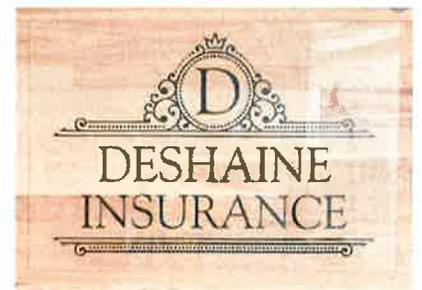
## Doors and Windows



## Window Awning and Gate to Yard



## Signage



Polycarbonate and vinyl over finished furniture grade ply. Will have met: 140 clips to allow easy updating and wind tolerance. Copper colored metal will accent larger signs.

# Colors

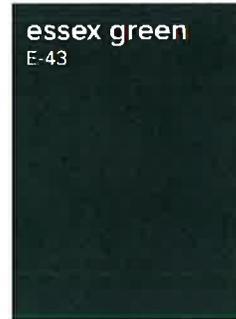
## SW 7757 High Reflective White

Interior

Locator Number: 256-C1



essex green  
E-43



COPPER METALLIC \*



The main body of the building will be a mid-range gray, the trim will be a bright white, the accents will be a deep green. The metal accents and roof will be a metallic copper. The colors shown here are a close representation. Final selections will be made after testing on the building to confirm colors in various lighting. These colors were selected based on their coordination with other Downtown projects and match to building character.

# Design Standards

This project is a prominent building on a corner lot on 6th Street near the center of the Downtown area. As such, we understand the importance of quality design.

**Landscaping:** When replacing foliage as needed, we will utilize native plants to the greatest extent possible.

**Signage:** Current signage is haphazard. There is no consistent theme or style. We will contract with a graphic artist to ensure consistent and attractive design for signage.

**Colors:** Colors were selected to coordinate with other recently updated buildings in the Downtown area.

**Facade:** The awning in the front of the building is unattractive and covered in random lighting. Lighting will be replaced for consistency and the copper colored roof will provide visual appeal.

**Rear Entry:** The rear entry of this building currently has two boarded up windows, an aged window, a door in disrepair, and is in need of paint. With the updated windows and door, prep work for painting and fresh paint, the rear entry to the building will be far more aesthetically pleasing.



**SHERWIN  
WILLIAMS®**

## PRICE QUOTATION

Account #: 1465-9960-0

01/20/2020  
Quote #: 4986183

LOYAL RESTORATION LLC  
120 RIO SENDA ST  
1201 6TH ST  
UMATILLA, OR 978829612  
(541) 720-0227

<b>Project:</b>	LOYAL RESTORATION LLC
<b>Start Date:</b>	01/20/2020
<b>Completion Date:</b>	02/20/2020
<b>Purchase Type:</b>	Single Purchase

### We are pleased to quote you as follows:

SALES NUMBER	SIZE	PRODUCT/REX NUMBER	DESCRIPTION	QTY	PRICE
6504-05830	5 GAL	K33W00251	Duration® Coating Exterior Latex Satin Extra White	5	\$59.58
6504-05822	GALLON	K33W00251	Duration® Coating Exterior Latex Satin Extra White	2	\$60.58

<b>TOTAL PRICE:</b>	<b>\$419.06</b>
---------------------	-----------------

We thank you for your consideration of Sherwin-Williams products and look forward to supplying these products to you.  
Note: All prices are per gallon/unit.

### TERMS OF THE SALE

Quotation Expires: 02/20/2020  
F.O.B. Location:  
Freight Terms:  
Terms: As Agreed

By: Nicholas Staats

Store Address: 1390 N 1ST ST  
City: HERMISTON State: OR Zip: 97838 1102  
Store Number: 7638  
Phone: (541) 567-2360  
Territory #: R547

NOTICE: Please take notice that the quotation set forth above is not a contract and is subject to and conditioned upon approval by SHERWIN-WILLIAMS. In the event such approval is not obtained, you will be provided with a revised quotation and the quotation set forth above shall be null, void and of no force or effect. The pricing and recommendations detailed in this proposal represent confidential information provided by SHERWIN-WILLIAMS. We request that it not to be copied or shared with others outside your firm.

## **Data Pages**



**SHERWIN  
WILLIAMS.**

102.14A

# DURATION® Exterior Acrylic Satin

K33W00200 Super White  
K33W00251 Extra White  
K33W00253 Deep Base  
K33T00254 Ultradeep Base  
K33Y00256 Light Yellow Base

As of 11/20/2017, Complies with:		
OTC	Yes	LEED® 09 NC CI N/A
OTC Phase II	Yes	LEED® 09 CS N/A
SCAQMD	Yes	LEED® v4 Emissions N/A
CARB	Yes	LEED® v4 VOC Yes
CARB SCM2007	Yes	
Canada	Yes	MPI Yes

## DESCRIPTION

**Duration® Exterior Latex Coating** is the result of advances in acrylic technology. **Duration** uses **PermaLast®** technology to provide you with the most durable and longest lasting coating available for protecting the outside of your home.

**VinylSafe™** paint colors allow you the freedom to choose from 100 color options, including a limited selection of darker colors formulated to resist warping or buckling when applied to a sound, stable vinyl substrate.

- Self-priming One Coat Protection
- Low temperature application down to 35° F.
- Easy application
- Excellent durability and hiding
- Resists Blistering and Peeling

**Color:** Most colors

**Coverage:** 250-300 sq ft/gal  
5.3 - 6.4 mils wet; 2.1 - 2.6 mils dry  
up to 7.0 mils wet; 2.8 mils dft

**Drying Time, 50% RH:**  
temperature and humidity dependent

@ 35-45°F @ 45°F+

Touch: 2 hour 1 hour

Recoat: 24-48 hours 4 hours

**Finish:** 10-20 units @ 60°

**Tinting with CCE only:**

Base	oz/gal	Strength
Extra White	0-7	SherColor
Deep Base	4-14	SherColor
Ultradeep Base	10-14	SherColor
Light Yellow	4-14	SherColor

**Extra White K33W00251**  
(may vary by base)

**VOC (less exempt solvents)**  
<50 g/L; 0.42 lb/gal

As per 40 CFR 59.406 and SOR/2009-264, s.12

**Volume Solids:** 40 ± 2%

**Weight Solids:** 50 ± 2%

**Weight per Gallon:** 10.27 lb

**Flash Point:** N/A

**Vehicle Type:** Acrylic

**MILDEW RESISTANT.** This coating contains agents that inhibit the growth of mildew on the surface of this coating.

## SPECIFICATIONS

**Duration Exterior Acrylic Latex is self-priming on most surfaces.**

Apply 2 coats on new, bare substrates or 1 coat for repaint.

Use on these properly prepared surfaces:

Aluminum & Aluminum Siding<sup>1</sup>  
Galvanized Steel<sup>1</sup>  
Concrete Block  
Split face Block  
Cement Composition Siding/Panels  
Stucco  
Concrete  
Plywood  
Wood  
Vinyl Siding

Surfaces with a pH greater than 9 must be primed with a high pH-resistant coating such as Loxon Concrete & Masonry Primer/Sealer.

Standard latex primers cannot be used below 50°F. See specific primer label for that product's application limitations.

Concrete masonry units (CMU) - Surface should be thoroughly clean and dry. Air, material and surface temperatures must be at least 50°F (10°C) before filling. Use Loxon Block Surfacer. The filler must be thoroughly dry before topcoating.

Knots and some woods, such as redwood and cedar, contain a high amount of tannin, a colored wood extract. If applied to these bare woods, the first coat of **DURATION** may show some staining, but it will be trapped in the first coat. A second coat will uniform the appearance. If staining persists, spot prime severe areas with 1 coat of Exterior Oil-Based Wood Primer prior to using **DURATION**.

<sup>1</sup> On large expanses of metal siding, the air, surface, and material temperatures must be 50°F or higher.

## SURFACE PREPARATION

**WARNING!** Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Scrape and sand peeled or checked paint to a sound surface. Sand glossy surfaces dull. Seal stains from water, smoke, ink, pencil, grease, etc. with the appropriate primer/sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

### Aluminum and Galvanized Steel

Wash to remove any oil, grease, or other surface contamination. All corrosion must be removed with sandpaper, wire brush, or other abrading method.

### Caulking

Gaps between windows, doors, trim, and other through-wall openings can be filled with the appropriate caulk after priming the surface. Allow proper drying time before application of the finish.

### Cement Composition Siding/Panels

Remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. If the surface is new, test it for pH, if the pH is higher than 9, prime with Loxon Concrete & Masonry Primer. After power washing, previously painted masonry may still have a powdery surface that should be sealed with Loxon Conditioner and then apply 1 coat of Duration.

### Composition Board/Hardboard

Because of the potential for wax bleeding out of the substrate, apply 1 coat of Exterior Oil-Based Wood Primer and then topcoat.



**SHERWIN  
WILLIAMS.**

# DURATION<sup>®</sup>

## Exterior Acrylic Satin

K33W00200 Super White  
K33W00251 Extra White  
K33W00253 Deep Base  
K33T00254 Ultradeep Base  
K33Y00256 Light Yellow Base

<b><u>SURFACE PREPARATION</u></b>	<b><u>SURFACE PREPARATION</u></b>	<b><u>CAUTIONS</u></b>
<p><b>Mildew</b>-Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised. Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.</p> <p><b>Previously Painted Surfaces</b>-Spot prime bare areas with Duration, wait 4 hours, and paint the entire surface. Some specific surfaces require specialized treatment.</p> <p><b>Steel</b>-Rust and mill scale must be removed using sandpaper, steel wool, or other abrading method. Bare steel must be primed the same day as cleaned.</p> <p><b>Stucco</b>-Remove any loose stucco, efflorescence, or laitance. Allow new stucco to cure at least 30 days before painting. If painting cannot wait 30 days, allow the surface to dry 7 days and prime with Loxon Concrete &amp; Masonry Primer. Repair cracks, voids, and other holes with an elastomeric patch or sealant.</p> <p><b>Unpainted Surfaces</b>-Duration can be used as a self-priming coating on many bare surfaces. When used this way, the first coat of Duration acts like a coat of primer and the second coat provides the final appearance and performance.</p> <p><b>*Vinyl or other PVC Building Products</b> Clean the surface thoroughly by scrubbing with warm, soapy water. Rinse thoroughly, prime with appropriate white primer. Do not paint vinyl with any color darker than the original color or having a Light Reflective Value (LRV) of less than 56 unless VinylSafe<sup>®</sup> Colors are used. If VinylSafe colors are not used the vinyl may warp. Follow all painting guidelines of the vinyl manufacturer when painting. Only paint properly installed vinyl siding. Deviating from the manufacturer's painting guidelines may cause the warranty to be voided.</p>	<p><b>Wood</b>- Sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. All patched areas must be primed. Knots and some woods, such as redwood and cedar, contain a high amount of tannin, a colored wood extract. If applied to these bare woods, the first coat of <b>DURATION</b> may show some staining, but it will be trapped in the first coat. A second coat will uniform the appearance. If staining persists, spot prime severe areas with 1 coat of <b>Exterior Oil-Based Wood Primer</b> prior to using <b>DURATION</b>.</p> <p><b><u>APPLICATION</u></b></p> <p>Thoroughly follow the recommended surface preparations. Most coating failures are due to inadequate surface preparation or application. Thorough surface preparation will help provide long term protection with Duration coating. On repaint work, apply one coat of Duration coating; on bare surfaces, apply two coats of Duration, allowing 4 hours drying between coats.</p> <p>Do not paint in direct sun. Apply at temperatures above 35°F. During application at temperatures above 80°F, Duration sets up quickly. Some adjustment in your painting approach may be required. Paint from a dry area into the adjoining wet coating area. Dries to touch in 1 hour and is ready for service overnight.</p> <p>When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours. Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.</p> <p>On large expanses of metal siding, the air, surface, and material temperatures must be 50°F or higher.</p> <p>No reduction necessary.</p> <p><b>Brush</b> - Use a nylon/polyester brush. <b>Roller</b> - Use a 3/8" - 3/4" nap synthetic cover. <b>Spray—Airless</b> Pressure ..... 2000 psi Tip ..... 015"-.019"</p>	<p><b><u>CLEANUP INFORMATION</u></b></p> <p>Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with a compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.</p> <p>For exterior use only. Protect from freezing. Non-photochemically reactive.</p> <p>Before using, carefully read <b>CAUTIONS</b> on label.</p> <p>HOTW 11/20/2017 K33W00251 12 33 FRC,SP,KOR, VIET</p> <p>The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative or visit <a href="http://www.paintdocs.com">www.paintdocs.com</a> to obtain the most current version of the PDS and/or an SDS.</p>

# GRISSOM

INTEGRATED MARKETING & DESIGN

**Grissom Integrated Marketing & Design**  
 Amy Grissom  
 16958 Varco Road  
 Bend, Oregon 97703  
 503-949-4596

## QUOTE

QUOTE NUMBER: #LR-100  
 DATE: 01/20/2020

**TO:**  
 Loyal Restoration  
 120 Rio Senda St.  
 Umatilla, Oregon 97882  
 (541) 720-0227

DATE	DESCRIPTION	HOURS	RATE	AMOUNT
January 2020	Signage Design and Sign File Prep for Logos		flat	\$1000
				\$1000

Thank you!! :)

# Shopping Cart

[Share](#)

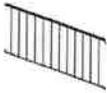
FREE Shipping on eligible items. [See Details](#)

[Checkout](#)

## Quick Add

[Save All to List](#) | [Remove All Items](#)

Item	How To Get It	Qty	Item Total		
 <p><b>Pylex 4-Steps Steel Stair Stringer</b> black Model #13904</p>	<p>Ship To Store</p> <p><b>FREE</b></p>	<p><b>Ship to Home</b> Estimated Arrival: Tue, Feb 4</p> <p><b>FREE</b></p>	<p>Express Delivery Not Available for this item</p>	<p>4</p> <p>\$40.96/Item</p>	\$163.84
<p><a href="#">Save for Later</a>   <a href="#">Save to List</a>   <a href="#">Remove</a></p>					
 <p><b>MMI Door 36 in. x 80 in. Internal Blin...</b> Model #EMJ686BLPR30R</p>	<p>Ship To Store</p> <p><b>FREE</b></p>	<p><b>Ship to Home</b> Estimated Arrival: Feb 14 - Feb 21</p> <p><b>\$99.00</b></p>	<p>Express Delivery Not Available for this item</p>	<p>3</p> <p>\$670.65/Item</p>	\$2,011.95
<p><a href="#">Save for Later</a>   <a href="#">Save to List</a>   <a href="#">Remove</a></p>					
 <p><b>JELD-WEN 35.5 in. x 47.5 in. V-2500...</b> Model #JW2347-00007</p>	<p>In-Store Pick Up</p> <p><b>FREE</b></p>	<p>Ship to Home</p>	<p><b>Express Delivery</b> Delivery today, Jan. 24 97838   <a href="#">Change</a></p> <p><b>\$79.00</b></p>	<p>2</p> <p>\$128.00/Item</p>	\$256.00
<p><a href="#">Save for Later</a>   <a href="#">Save to List</a>   <a href="#">Remove</a></p>					
 <p><b>TAFCO WINDOWS 32 in. ...</b> Model #VA3216</p>	<p>Ship To Store</p> <p><b>FREE</b></p>	<p><b>Ship to Home</b> Estimated Arrival: Tue, Feb 11</p> <p><b>FREE</b></p>	<p>Express Delivery Not Available for this item</p>	<p>2</p> <p>\$109.48/Item</p>	\$218.96
<p><a href="#">Save for Later</a>   <a href="#">Save to List</a>   <a href="#">Remove</a></p>					



**Pegatha 6 ft. Black**  
 Fine Textured...  
 Model #H-60116001

<b>Ship To Store</b>	<b>Ship to Home</b> Estimated Arrival: Mon, Feb 3	<b>Express Delivery</b> Not Available for this item
<b>FREE</b>	<b>FREE</b>	

4

  
 \$152.78/Item

\$611.12

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**Need Help?**  
 See our [online FAQs](#) or phone us:  
 Pro Customer Support: 1-800-525-5000  
 Custom Blinds: 1-800-658-7320

<b>Subtotal</b>	<b>\$3,261.87</b>
Estimated Shipping*	\$99.00
Estimated Express Delivery*	\$79.00
Sales Tax (determined in later step)	---

**Total** **\$3,439<sup>87</sup>**

**Free Shipping on Most Orders | Applied**  
[See Details](#)

[Have a promo code?](#)

PO/Job Name (Optional)

Apply

Create a Quote

Save

\* Shipping and delivery charges are calculated at the lowest rate available. Other methods will be viewable on the next page.

**Checkout**

— or —

Check out with

**Get up to \$100 off<sup>8</sup>**

Get a Home Depot Credit Card and receive **\$25 off** your purchase of \$25+, or **\$100 off** orders over \$1,000  
[Apply Now](#)

<b>Item Total</b>	\$3,439.87
<b>Savings</b>	-\$100.00
<b>New Total</b>	<b>\$3,339.87</b>

Materials	Labor Hours	In Kind Labor Cost	Notes
Paint	\$419.06	20	\$508.00 Primer, Field, and Trim
Lighting	\$569.90	10	\$254.00 Yard String, Exterior Wall Sconce, Walkway
Paint Prep	\$76.92	12	\$304.80 Removing exterior wiring and temp lighting, pressure washing, caulk/patching
Gate	\$139.94	3	\$76.20 Two door swing gate
Fence Boards	\$127.00	3	\$76.20 Replace boards impacted by spray paint for Honey Bunz sign
Awning	\$460.08	5	\$127.00 Copper colored metal on front awning. Estimate includes metal roofing, eave, rake, trim and screws. Phone quote from Metal Max.
Stair Stringer	\$163.84	3	\$76.20 Street to lawn stairs
Stair Tread	\$144.00	2	\$50.80 Street to lawn stairs
Stair Rail	\$611.12	3	\$76.20 Street to lawn stairs
Concrete Pads	\$203.46	4	\$101.60 For street to lawn stairs
Windows	\$976.96	18	\$457.20 Restore side window, replace bathroom and rear windows
Doors	\$2,161.95	12	\$304.80 Replace existing exterior doors, restore original west entry door
Signage	\$1,250.00	4	\$101.60 Graphic design fees for signage and materials for exterior signs
<b>Total</b>	<b>\$7,304.23</b>	<b>79</b>	<b>\$2,514.60 Grand Total \$9,818.83</b>

**Labor Value Source:**

<https://independentsector.org/wp-content/uploads/2018/04/Value-of-Volunteer-Time-by-State-2001-2018-1.pdf>

**Labor Hours and Materials Also Calculated with RS Means (see attachment)**

Used to confirm reasonable labor hours and check raw materials costs.

Loyal Restoration LLC									
Qty	Line Number		Description	Unit	Extended Total	Extended Total O&P	Labor Type	Notes	
5.00	024210200710		Deconstruction of building doors and windows, deconstr	Ea.	\$202.50	\$308.75	Repair & Remc		
2.00	080153810000		Windows, solid vinyl replacement, double hung, insulate	Ea.	\$990.00	\$1,206.00	Repair & Remc		
5.00	080153810100		Windows, solid vinyl replacement, double hung, insulate	Ea.	\$2,625.00	\$3,215.00	Repair & Remc		
3.00	024210200710		Deconstruction of building doors and windows, deconstr	Ea.	\$121.50	\$185.25	Repair & Remc		
2680.00	099113900370		Paints & Coatings, walls, concrete masonry units (CMU),	S.F.	\$1,420.40	\$2,144.00	Repair & Remc		
2680.00	099113900380		Paints & Coatings, walls, concrete masonry units (CMU),	S.F.	\$964.80	\$1,474.00	Repair & Remc		
420.00	099113800320		Paints & Coatings, trim, exterior, gutters, wood, primer	L.F.	\$462.00	\$693.00	Repair & Remc		
300.00	074113200012		Steel roofing panels, on steel frame, corrugated or ribbe	S.F.	\$879.00	\$1,152.00	Repair & Remc		
12.00	265633109000		Exterior fixtures, minimum labor/equipment charge.	Job	\$1,284.00	\$1,968.00	Repair & Remc		
1.00	055119509000		Stair, minimum labor/equipment charge	Job	\$839.50	\$1,510.00	Repair & Remc		
2.00	239110106300		Curbs/pads prefabricated, pad, condenser, fiberglass rei	Ea.	\$313.00	\$443.00	Repair & Remc		
2680.00	099103300150		Surface Preparation, exterior, doors, per side, power wal	S.F.	\$402.00	\$616.40	Repair & Remc		
200.00	079213200055		Joint sealants, caulking and sealants, bulk acrylic latex, 1	L.F.	\$248.00	\$386.00	Repair & Remc		
					<b>\$10,751.70</b>	<b>\$15,301.40</b>			

RSMeans data  
 ↳ BIRDAK



CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

Downtown Revitalization Grant Bonus Round - Alanis Auto Detailing

**Meeting Date:**

2020-03-03

**Department:**

Community Development

**Director:**

Brandon Seitz

**Contact Person:**

Esmeralda Horn

**Phone Number:**

5419223226

**Cost of Proposal:**

\$645.13

**Amount Budgeted:**

\$15,000.00

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

General Fund - 01

**Reviewed by Finance Department:**

Yes

**Previously Presented:**

No

**Attachments to Agenda Packet Item:**

[Alanis - Bonus Round.pdf](#)

**Summary Statement:**

Alanis Auto Detailing has submitted a grant request for reimbursement of the siding of the building located at 1301 6th Street . Attached you will find the application submitted. This is an application for the bonus round of the FY 19-20 distribution. The total project cost is \$645.13.

The Community Development Department has reviewed the application and is recommending funding the project at the maximum grant award amount of 75% of the total project cost, or \$483.85. Motion to award grant at \$483.85.

**Consistent with Council Goals:**

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



# City of Umatilla Downtown Revitalization Grant Program - Bonus Round -

Welcome to the City of Umatilla Downtown Revitalization Grant Program. This program is available to commercial and mixed-use buildings in the Downtown District. The city has set aside funds to provide up to **\$15,000** for eligible improvements.

### Application Process:

To apply for a grant, review and complete Sections 1 thru 8 of the application. Grants will be accepted for submittal between February 10<sup>th</sup> – February 28<sup>th</sup> **This application must be submitted and approved PRIOR to work commencing.** Submit the completed application to the City of Umatilla, Community Development Department, 700 6<sup>th</sup> St Umatilla, OR or via email to Esmeralda Horn at: [esmeralda@umatilla-city.org](mailto:esmeralda@umatilla-city.org)

- Section 1** – Applicant Information
- Section 2** – Project Information
- Section 3** – Submittal List

- Section 4** – Grant Request and Approval Process
- Section 5** – Grant Funds Distribution Process
- Section 6** – Signature

## City of Umatilla Downtown Revitalization Grant Program Application

### Section 1 – Applicant Information

Company/Business Name: Alanis Auto Detail

Address of Subject Property: 1301 6<sup>th</sup> St Umatilla OR 97882

Assessor Tax Lot Number: \_\_\_\_\_

Mailing Address: same as above

Contact Person: Jose Alanis Email Address: \_\_\_\_\_

Phone Number: (541) 720-4669 Fax Number: \_\_\_\_\_

Applicant is the:  Building Owner     Tenant

#### **Building Owner Information (if different from applicant):**

Owner Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Signature of Building Owner indicating consent for improvements: \_\_\_\_\_

## Section 2 – Project Information

Project Start Date: 02/17/20 Anticipated Completion Date: 02/21/20

Estimated Budget for Proposed Project: \$ 700-

A general description of the overall project scope is appreciated (here). Also, applicants are encouraged to prepare a written response to the approval criteria.

Will you be using a contractor for this project?  Yes  No

If yes, please supply the following contractor information:

Contractor Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Attach a copy of the cost estimate from the contractor  
Note: At least one competitive bid must be provided for service estimates greater than \$500.00. For projects that do not use a contractor, only materials will be reimbursed (not labor or tools).

## Section 3– Submittal List

Please attach copies of the required submittals to this application.

- Photographs clearly showing existing conditions of the building to be improved.
- Drawings or sketches showing the proposed improvement(s) on the building and placement of other features around the building, if applicable.
- Exact color samples of paint and other materials to be used for the proposed improvement(s).
- Cost estimate for the project (itemized).
- Written statement explaining how proposed changes demonstrate compliance with downtown design standards.

## Section 4 – Grant Request and Approval Process

Estimated total budget for proposed project (listed in Section 3): \$ 1045.13  
Portion of estimated budget that qualifies: \$ 1045.13 x .75 = \$ 483.85  
Total Grant Amount Requested (not to exceed \$26,500): \$ 483.85

### Approval Process:

- Upon receipt of a completed application, a three (City Council will review the application and will make a decision shortly after the submittal deadline date. Staff may contact you ahead of the deadline to clarify the project scope.
- Approval is based upon: 1) Readiness to proceed, 2) visual prominence of the building/location, 3) ability to demonstrate compliance with applicable building design standards 4) restoration of historical elements (if applicable) and 5) leverage of other project funds as available.
- Conditions of Approval may be applied to ensure compliance with the code standards of the Downtown district, which may be identified as part of the Grant Approval Agreement.
- Staff may choose to forward an application to the City Council for review.
- **Grant recipients are required to sign the agreement before construction begins.**  
If an application is not approved, the City of Umatilla will provide a written explanation and may include recommendations for steps that may be taken to receive approval.

## Section 5 – Grant Funds Distribution Process

- Funds are limited to the annual budget process (\$50,000 total amount available in FY 19-20)
  - (1) No more than 80% of the annual program budget can be spent in Round 1
  - (2) All remaining budgeted funds may be awarded in Round 2 (though, not required)
- Minimum Grant Match Requirement = 25%. Applicants can request a larger personal match, if desired
- Maximum Grant Award Not to Exceed \$15,000
- All awards from the City Council are final.
- Recipients will receive a Notification of Award from CDD upon Council approval
- Grant monies will be issued after project is complete.
- Projects must be completed within 6 months of approval. Upon completion of a project,
- City staff must be contacted for a site inspection. If the staff finds that the project complies with all standards and conditions above and with the pre-approved plans submitted with the application, the City shall provide the agreed upon amount of funding.
- If a contractor was used, a copy of the invoice and proof of payment must be provided to the City before funds can be released.
- If a contractor was not used, receipts accompanied by proof of payment must be provided before reimbursement can be issued.
- All receipts must be received within 30 days of project completion.
- Only materials may be reimbursed for projects that do not use a contractor (cost of shipping, tools/machinery and labor are not reimbursable items).
- Funds shall then be disbursed within thirty (30) days from the date invoices are received.
- In order to encourage multiple business to apply and to disperse the distribution across several businesses, no applicant may:
  - (1) Receive more than three awards over the past four years, and
  - (2) Receive more than \$52,500 in total awards over the past four years, and
  - (3) Receive more than two awards per round (applicant may apply for more than one faced grant improvement per round if they can clearly demonstrate that they have two unique improvement projects.

## Section 6 - Signature

I agree that the information provided above and within is accurate and correct to the best of my knowledge.

Signature of Applicant: \_\_\_\_\_

*Jose Abanto*

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

*02/25/20*

<b>Siding Repair Budget Alanis Auto Detail</b>		
Material	\$238.25	\$238.25
Labor	\$16@ \$25.43	\$406.88
	<b>Total</b>	<b>\$645.13</b>



**More saving.  
More doing.<sup>SM</sup>**

300 W HARPER ROAD  
HERMISTON, OR 97838 (541)567-9890

4031 00052 70921 02/18/20 03:33 PM  
SALE SELF CHECKOUT

088991555228 OSB SIDING <A>  
7/16" 4'X8' TEXTURED 8" OC OSB SIDING  
3@41.97 125.91N  
764666112759 D/W SCREW <A> 9.97N  
6X1-5/8" TRIM HEAD SCREW 1 LB  
764666164406 7/8ELEC.GL1B <A> 3.47N  
7/8" 1LB ELECTRO GALV ROOFING  
077089150056 3"WHTBRSBRSH <A> 1.68N  
CHIP 3.0 FLAT BRUSH  
056198746008 ESSEN EXT <A> 21.98N  
GLD ESSENTIALS EXT WHT/B1 SG 1240Z

SUBTOTAL 163.01  
SALES TAX 0.00  
TOTAL \$163.01

XXXXXXXXXXXX9085 DEBIT USD\$ 163 01

AUTH CODE 280846  
Chip Read Verified By PIN  
AID A0000000980840 DEBIT



4031 52 70921 02/18/2020 8492

RETURN POLICY DEFINITIONS  
POLICY ID DAYS POLICY EXPIRES ON  
A 1 90 05/18/2020

\*\*\*\*\*  
**DID WE NAIL IT?**

Take a short survey for a chance TO WIN  
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

[www.homedepot.com/survey](http://www.homedepot.com/survey)

User ID: H88 146162 142183  
PASSWORD: 20118 142131

Entries must be completed within 14 days  
of purchase. Entrants must be 18 or  
older to enter. See complete rules on  
website. No purchase necessary.



**More saving.  
More doing.<sup>SM</sup>**

300 W HARPER ROAD  
HERMISTON, OR 97838 (541)567-9890

4031 00051 20324 02/24/20 11:16 AM  
SALE SELF CHECKOUT

764666528376 PTN158S1 <A> 8.97N  
#8 X 1-5/8" PG10 EXT SCREW 1 LB  
885911503921 PH2 3.5 IN B <A> 4.97N  
DW MAX IMPACT 3.5" PH2 1PC  
008925094319 3"CUTOFF <A> 5.97N  
AVANTI PRO 3" METAL CUT OFF DISCS  
008925094487 3"MANDREL <A> 5.37N  
AVANTI PRO MANDREL 3"DISC CUT OFF  
041343010943 GS GC QSS <A>  
GREAT STUFF GAPS & CRACKS 16 OZ  
2@3.78 7.56N  
811664022075 1X8-8PRMD SL <A>  
SHIPLAP PRIMED NICKEL GAP 8"W X 8' L  
5@8.48 42.40N

SUBTOTAL 75.24  
SALES TAX 0.00  
TOTAL \$75.24

XXXXXXXXXXXX9085 DEBIT USD\$ 75.24

AUTH CODE 832798  
Chip Read Verified By PIN  
AID A0000000980840 DEBIT



4031 51 20324 02/24/2020 4056

RETURN POLICY DEFINITIONS  
POLICY ID DAYS POLICY EXPIRES ON  
A 1 90 05/24/2020

\*\*\*\*\*  
**DID WE NAIL IT?**

Take a short survey for a chance TO WIN  
A \$5,000 HOME DEPOT GIFT CARD

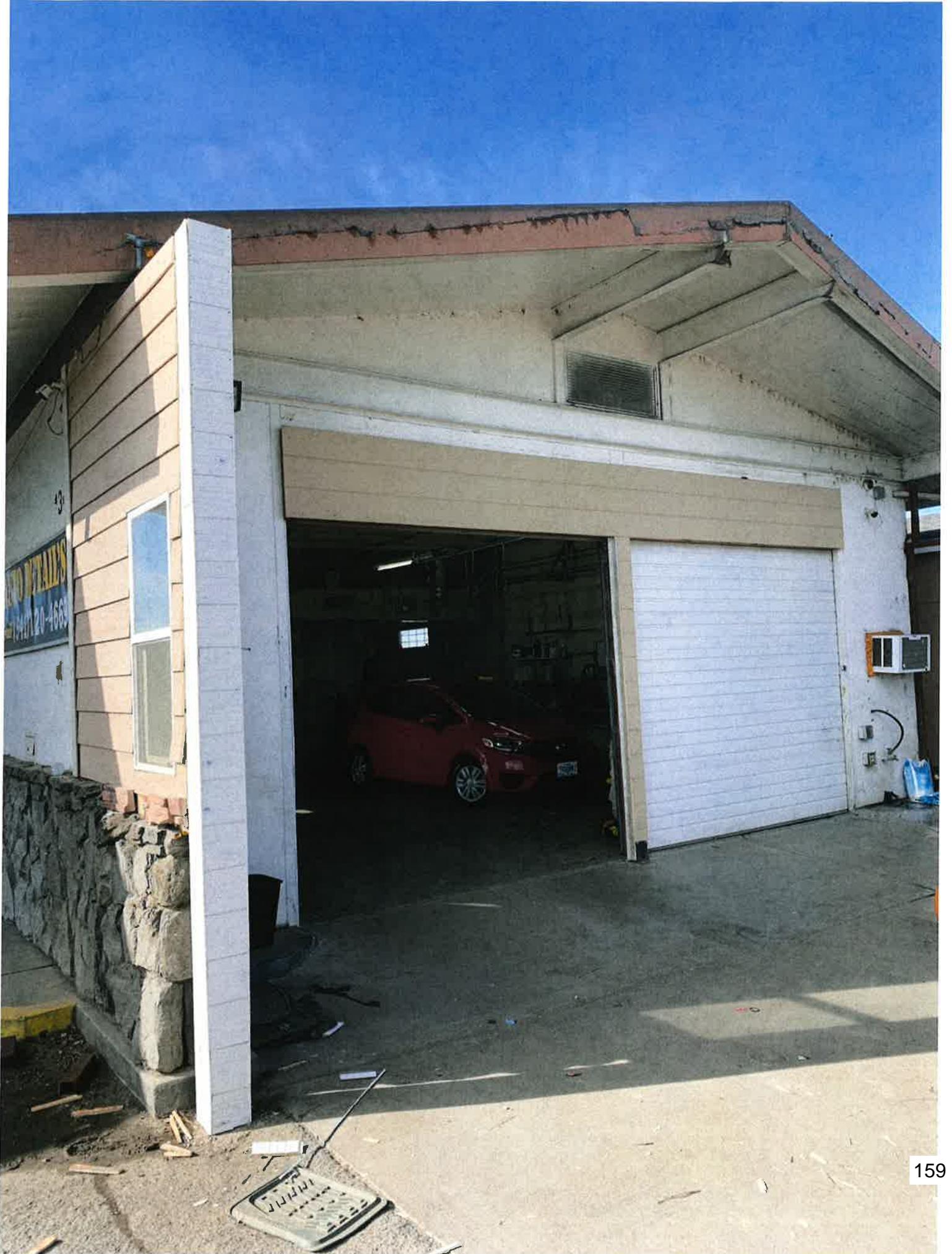
Opine en español

[www.homedepot.com/survey](http://www.homedepot.com/survey)

User ID: H88 44968 40988  
PASSWORD: 20124 40937

Entries must be completed within 14 days  
of purchase. Entrants must be 18 or  
older to enter. See complete rules on  
website. No purchase necessary.







CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

OpenGov Discussion

**Meeting Date:**

2020-03-03

**Department:**

Finance & Administrative  
Services

**Director:**

Melissa Ince

**Contact Person:**

Melissa Ince

**Phone Number:**

5419223226

**Cost of Proposal:**

\$24,566

**Amount Budgeted:**

n/a

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

General Fund - 01

**Reviewed by Finance Department:**

Yes

**Previously Presented:**

02/18/2020

**Attachments to Agenda Packet Item:**

[Umatilla OR - Council Slides.pdf](#)

**Summary Statement:**

The City Council has an adopted set of strategic goals that include (a) increased transparency via expanded outreach and City publications and (b) performing at the highest level of operational excellence including the goal of achieving GFOAs Distinguished Budget Award for FY 20/21. Staff has been researching ways to help achieve these goals and believes that OpenGov’s platform will provide the following benefits and outcomes to the City:

**Budgeting and Planning:** The OpenGov platform will provide an end to end budget development solution that will modernize and streamline the City’s current process. The Budgeting and Planning tools will allow the City departments and budget staff to reduce manual and clerical efforts during the budgeting process, provide a central collaborative location to develop budget numbers and evaluate scenarios, project workforce and personnel costs, and ultimately provide the publication of the budget document. This part of the OpenGov Cloud will provide the greatest efficiencies to City staff and provide powerful analytical capability to allow us to be forward thinking in our future strategy for the City.

**Performance Management and Strategic Planning:** The platform will enable the City to track our performance metrics internally in easy to use dashboards, while providing administration and department heads the ability to see executive views of city performance. The platform ties together our financial and non-financial data from across the City’s current systems, and future systems, and ties it together in a single source. OpenGov will provide internal efficiencies and streamline information sharing which will increase data-driven decision making. It will also allow us to translate that information into easy to understand quarterly reports that can be used for City Council and shared to our website.

**Citizen Engagement:** The OpenGov platform will allow us to effectively communicate our performance to the public, provide transparency to the community and build trust with our citizens. The platform will provide the ability for us to poll and survey our constituents in an online format for wide reaching feedback. This feedback will provide our City Council the ability to understand feedback on our performance and priorities from the entirety of our community.

Staff has budget and contract authority to proceed, as well as the Council's adopted goals that shape the decision making process. We are seeking support from Council to move forward with the purchase and implementation.

Motion to support the purchase and implementation of OpenGov.

**Consistent with Council Goals:**

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

# The Leader in Budgeting and Performance for Government



**Umatilla, OR**  
*Council Workshop Presentation*  
*February 18th, 2020*



**Andrew Kercado**  
*Account Executive*  
*US - Northwest*



**Mark Welch**  
*Director - Government*  
*Consulting*

# OpenGov Budgeting & Planning

## End to End Budgeting

*Streamline your budget process from start to finish*



## Performance & Reporting

*Improve management decisions with actionable insights*



## Engagement & Transparency

*Tell City's story to residents, commission & staff*



## OpenGov Data Platform



Data Manager



Integrations & APIs



Horizontally Scalable



Chart of Accounts Management



Public Benchmarks



OpenGov Network

Parks & Rec



Utility Billing



Public Safety



Accounting System



Performance Metrics



311



Planning and Development



Legal Services



# OpenGov | Government Expertise

EMPLOYEES HAVE WORKED IN GOVERNMENT FOR A COMBINED 300+ YEARS



**TIM MELTON**  
Former Michigan State Representative and Oakland County, MI Commissioner



**MIKE MCCANN**  
Former Assistant Finance Director at City of Monterey, California



**JENNIFER NORDIN**  
Former Budget and Performance Analyst at Montgomery County, MD



**KENT HUDSON**  
Former Assistant City Manager at City of Vernon, Texas



**SCOTT COBLE**  
Former Technology and Process Manager, OMB, at Montgomery County, Maryland



**JAMIE CASTELLANOS**  
Former Application Analyst at City of Berkeley, California



**ROBERTO RUIZ**  
Former Senior Budget Analyst at Teacher Retirement System of Texas



**MONICA BANDY**  
Former HHS Researcher at the Public Policy Institute of California (PPIC)



**TED PIBIL**  
Former CIO at Harford County, Maryland



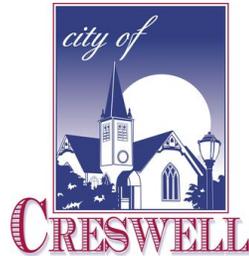
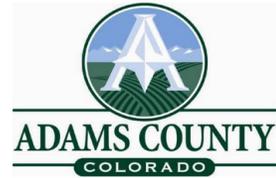
**MARK WELCH**  
Former Administrative Services Director at City of Ashland, Oregon



**RACHEL TURETSKY**  
Former Supervising Analyst at NYC Office of Management & Budget



**ERIC DROPKIN**  
Former Budget Analyst at Cook County, Illinois



**OpenGov is the leader in  
Budgeting and Performance  
for the public sector.**

**2,000+**  
Customers

**49**  
States

**\$10 Trillion +**  
Analyzed

# Featured Oregon Customers



- [Ashland](#)
- Carlton
- [Astoria](#)
- [Sherwood](#)
- [Independence](#)
- [Ontario](#)
- [Creswell](#)
- [Klamath County](#)
- Clackamas County
- Forest Grove





Population  
22,000

Agency type  
City

Annual Budget  
\$150 Million

Role  
Administration & Finance

Region  
West

Solution  
OpenGov Cloud

## Case Study

# Ashland, Oregon Saved \$110K Annually and Built Public Trust w/ OpenGov

## Customer Results

✓ **Saved \$110K from Efficiency Gains + Process Improvements**

67% time savings during budgeting, reduced staff work in reporting and analysis

✓ **Built Internal and External Trust in City Operations**

Built strong relationship with finance committee and council. Built public trust by making real time data accessible to public

✓ **Improved Strategic Planning for City's Long Term Vision**

Ashland tracks departmental performance city-wide and shares publicly with council and residents

# Umatilla, OR Goals & Initiatives



1. **Modernizing City-Wide Operations & Improving Technology**
2. **Increased Transparency**
  - Quick and Available Public Reports
  - Provide Options for Residents to be “Self Service”
3. **Ability for All Departments to Track Budget & Performance**
  - Increased Accountability for Dept Heads
  - Increased Efficiency for Staff
4. **Enhanced Budgeting Capability**
  - Especially Personnel Budgeting

# Umatilla, OR - Strategic Plan Alignment



## **Goal 3: Enhance already positive local, regional, and state-wide relationships and to strengthen or improve poor relationships**

- 3.1: Strengthen community relations and improve public perception through proactive community engagement
- 3.3: Continue to build upon positive Police Community Engagement activities
- 3.4.2 Whenever possible, provide opportunities for the public to provide feedback on strategic plans, master plans, improvements plans, etc. Participation should be made as accessible as possible and... utilize technology whenever possible.

## **Goal 4: Develop and implement highly efficient and transparent communication methods with the public, encourage public participation through each of our processes**

- 4.2: Create and continue to increase on-demand city information and data available to the public on the City's website
- 4.3: At least quarterly, publish a City newsletter to be circulated in print and online.
- 4.5: Expand outreach to and engagement with residents who have limited English proficiency

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

- 5.3 At least annually, poll the community regarding their level of satisfaction with any recent service they have received from the City
- 5.4: Increase the number of customer self-service options for those who wish to limit their direct interaction with staff or elected officials
- 5.7: Receive the Government Finance Officers Association (GFOA) Distinguished Budget Award for the FY20/21 Budget.

# Customer Quotes - Customer Experience

*“We view OpenGov as a strategic partner. They’ve taken the time to listen to what we wanted and built a true partnership with us. You don’t see that at other software companies—especially bigger software companies like SAP where we never would get that interaction. Their responsiveness and collaboration is impressive.” – **Maria Zuniga, Business Improvement & Performance Administrator, Bernalillo County, NM***

*“OpenGov training was also great. They walked us through how to use everything and how the different pieces work together so we could start to troubleshoot. Training covered all the areas we needed, and the team was always open to questions during and after the training. With OpenGov, you know you can pick up the phone and call somebody—everyone on the team is welcoming of your call versus other software partners that won’t always listen.” – **Administrative Services Director, Ashland, OR***

*“Many companies can do the tools and tech; however, it is rare to find a company like OpenGov who does so while staying in touch with its customers, truly listening to its customers’ needs, and adding the appropriate staffing at all levels of management and function to improve both the product offerings and the customers’ experiences.” - **Lisa Desmarais, IT Director of Kenton County, KY***

*“In all my years working in public accounting and government work, I’ve never had a contract that I got more out of than what I was told I would get. Usually you get disappointed with contracts, but OpenGov way exceeded my expectations.” - **Klarryse Murphy, CFO, County of Ravalli, MT***

# Solution Detail

# End to End Budget Development

## Budget Development

An intuitive, online workspace where everyone budgets together. Budget proposals support attachments, narratives, itemizations, and multi-year requests for all Centralized system tracking proposals and calculations for Operating, Capital, and Personnel budgets.

## Collaboration Tools

Encourage participation from departmental experts with easy, built-in collaboration tools. Communicate within proposals with commenting and real-time notifications.

## Online Budget Book

Automate your budget book creation via OpenGov's online reporting solutions

**Budget Builder** - 2020 Department Budget

**BALANCE**

Base Revenues	\$50,297,646
Adjustments	\$576,407
<b>Revenues</b>	<b>\$50,874,053</b>
Base Expenses	\$62,577,184
Adjustments	-\$2,381,767
<b>Expenses</b>	<b>\$60,195,417</b>
<b>Deficit</b>	<b>\$9,321,364</b>

**2020 Revenue Forecast**

Proposals	Status	Created by	Expense Proposal	Revenue Proposal	Surplus/Deficit
2020 Revenue Forecast	SUBMITTED	Adam Stone (5 days ago)	\$ 0.00 (0.00%)	\$ 50,874,052.66 (1.15%)	\$ 50,874,052.66 (1.15%)
Administration Department	RESUBMITTED	Adam Stone (4 days ago)	13,981,473.65 (-14.56%)	0.00 (0.00%)	-13,981,473.65 (-14.56%)
Capital Infrastructure	IN PROGRESS	Paul Felton (5 days ago)	8,020,174.32 (14.94%)	0.00 (0.00%)	-8,020,174.32 (-14.94%)
City Clerk	SUBMITTED	Rebecca Rosegarten (5 days ago)	0.00 (0.00%)	0.00 (0.00%)	0.00 (0.00%)
LCSA - Los Angeles	IN PROGRESS	Monica Bandy (5 days ago)	29,975,096.13 (5.86%)	0.00 (0.00%)	-29,975,096.13 (-5.86%)
Public Works Department	IN PROGRESS	Greg Baller (4 days ago)	192,896.18 (0.91%)	0.00 (0.00%)	-192,896.18 (-0.91%)
	IN PROGRESS	Adam Stone (3 days ago)	40,675,101.55 (8.29%)	841,712.00 (6.32%)	-39,833,389.55 (-8.34%)
order to achieve this	IN PROGRESS	Frank Dodd (5 days ago)	6,865,052.40 (3.97%)	19,876,291.20 (0.00%)	13,011,238.80 (-1.98%)

**Workforce Plans**

Name	Attached Budgets	Created At	Updated At
Best Case Plan 2019-2020	None	Mar 26 2017, 10:05 PM	Mar 26 2017, 10:05 PM
Workforce 2019-2020	None	Mar 26 2017, 10:05 PM	Mar 26 2017, 10:05 PM
CalPERS ARC adj: +1.1%	None	Mar 26 2017, 10:05 PM	Mar 26 2017, 10:05 PM
CalPERS ARC adj: +1.8%	None	Mar 26 2017, 10:05 PM	Mar 26 2017, 10:05 PM
CalPERS ARC adj: 0%	None	Mar 26 2017, 10:05 PM	Mar 26 2017, 10:05 PM



City of Diamond Bar  
**ANNUAL BUDGET**  
 Fiscal Year 2017 - 2018

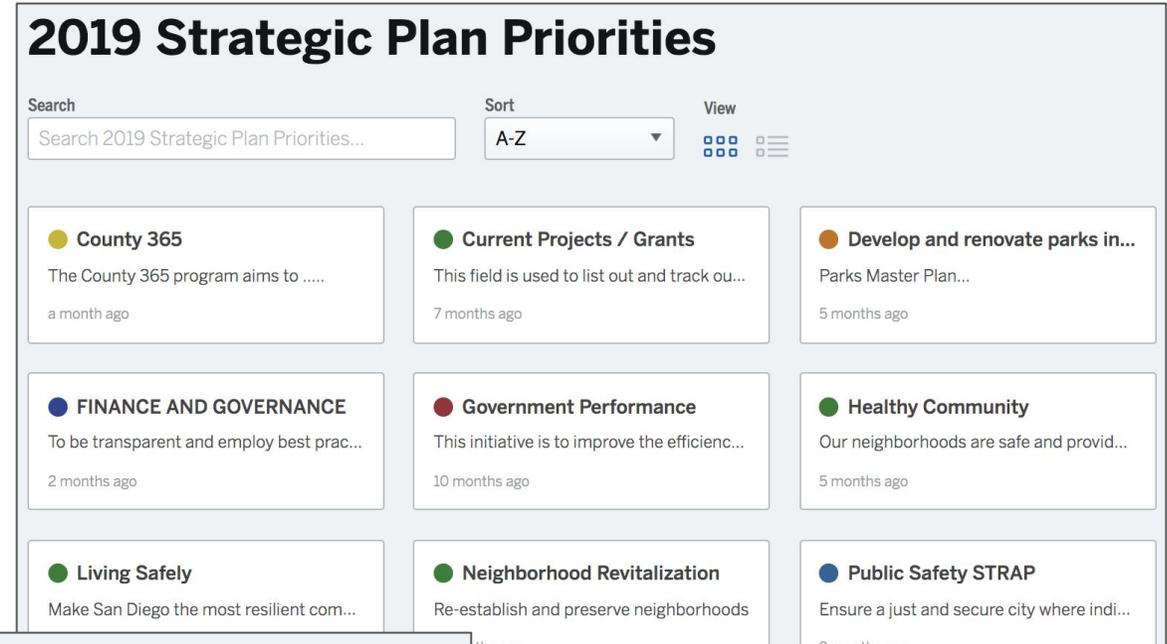
# Strategic Planning & Forecasting

## Forecasting & Scenario Planning

Create unlimited what-if scenarios and budget forecasts. Compare scenarios side by side with on the fly adjustments and views.

## Align Proposals to Strategic Plan

Align all budget proposals and line items to government's strategic plan. Track performance of strategic priorities and share results internally or with public.

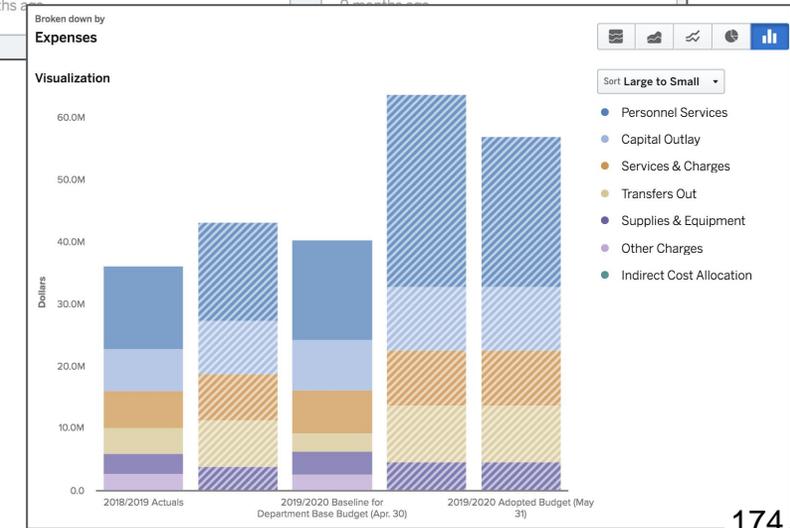


**Share proposal**

**Who else can work on this proposal?**  
Invite members of your organization to contribute.

Search by name or email

AS	Adam Schnoll	Can Edit	X
AF	Alex Fordyce	Can Edit	X
AK	Ammiel Kamon	Can Edit	X
BD	Bianca Dragone	Can Edit	X
CC	Cameron Clayton	Can Edit	X



# Examples - Collaborative Budgeting / Proposals

Production > Cloud City USA > Switch entity

Export
New Proposal

### Share proposal

Who else can work on this proposal?  
Invite members of your organization to contribute.

- AS

**Adam Schnoll**

Can Edit

×
- AF

**Alex Fordyce**

Can Edit

×
- AK

**Ammiel Kamon**

Can Edit

×
- BD

**Bianca Dragone**

Can Edit

×

**BUDGET SUMMARY** < Hide

Proposed amounts include all submitted and resubmitted proposals

**BALANCE**

Base Revenues	\$50,297,646
Adjustments	+\$576,407
<b>Revenues</b>	<b>\$50,874,053</b>
Base Expenses	\$62,577,184
Adjustments	-\$2,381,767
<b>Expenses</b>	<b>\$60,195,417</b>
<b>Deficit</b>	<b>\$9,321,364</b>

Finalize Budget

**Proposals** | Line Items

Showing **Expenses** broken down by **Departments**

Proposals	Status	Created by	Expense Proposal	Revenue Proposal	Surplus/-Deficit
<b>2020 Revenue Forecast</b>	SUBMITTED	AS Adam Stone 5 days ago	\$ 0.00 0.00%	\$ 50,874,052.66 1.15%	\$ 50,874,052.66 1.15%
<b>Administration Department</b> <small>Department Description</small>	RESUBMITTED	AS Adam Stone 4 days ago			
<b>Capital Infrastructure</b> <small>Here are our goals for this department.</small>	IN PROGRESS	PF Paul Felton 5 days ago			
<b>City Clerk</b> <small>The City Clerk serves as the official records holder for Cloud City. Any records of the City may be obtained from...</small>	SUBMITTED	RR Rebecca Rosengarte 5 days ago			
<b>LCSA - Los Angeles</b> <small>The budget request for Los Angeles County LCSA.</small>	IN PROGRESS	MB Monica Bandy 5 days ago			
<b>Public Works Department</b> <small>Here's our proposal for Streets and Water</small>	IN PROGRESS	GB Greg Balter 4 days ago			
<b>Safer Streets - Police Department Requests</b>	IN PROGRESS	AS Adam Stone			

## Budget Milestones

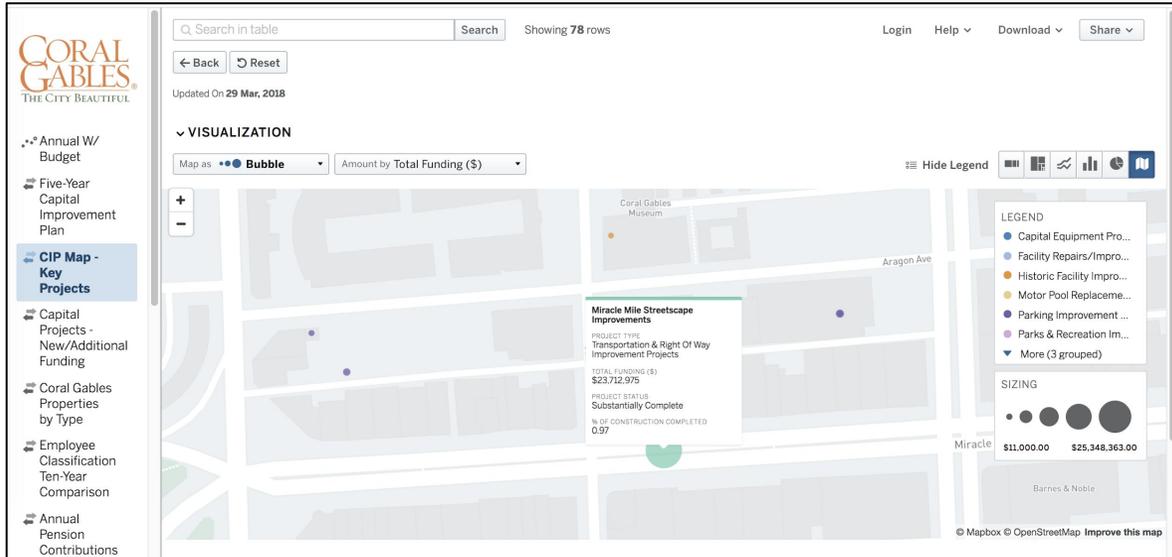
Sort **Large to Small**

**Summary** | Details

PROJECT DEPARTMENT	2020	Total
<b>STREETS</b>	\$95,720,922.00	<b>\$95,720,922.00</b>
<b>WATER</b>	74,451,825.00	<b>74,451,825.00</b>
<b>PARKS</b>	47,015,261.00	<b>47,015,261.00</b>
<b>FACILITIES</b>	28,049,813.00	<b>28,049,813.00</b>
<b>WASTEWATER</b>	20,733,295.00	<b>20,733,295.00</b>
<b>DRAINAGE</b>	13,546,197.00	<b>13,546,197.00</b>
<b>AIRPORT</b>	11,389,055.00	<b>11,389,055.00</b>

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# Examples - Capital Budgeting



### Project Details

- Project Start Date: 1/2/19
- Submitting Department: Park Board
- Contact Person: Adam Arvidson
- Level of Need: Significant
- Estimated Project Completion Date: 12/30/20
- Department Priority: 8
- Contact Phone Number: 612-230-6470
- Website: [Sibley Park](#)

5 Year Capital Budget FY... Storm Cleanup and Disaster Preventi... Last saved 5 months ago Submit Proposal Done

PROPOSAL SUMMARY < Hide

Adjustments include all amounts

Export Proposal

BALANCE

Base Revenues	\$0
Adjustments	\$0
Revenues	\$0
Base Expenses	\$8,571,255
Adjustments	-\$171,312
Expenses	\$8,742,567
Deficit	\$8,742,567

Proposal to do list...

- ✓ Add proposal details
- ✗ Adjust expenses or revenues
- ✗ Submit your proposal

Capital Equipment

Initiative: Quality of Life edit | remove

Showing 13 line items

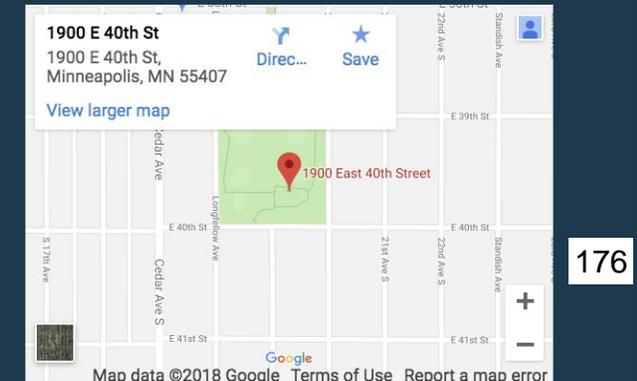
Account String	Budget Informa...	2017 Budget	Base	2019 Proposed Adjustment %	Proposed	2020 Projected Adjustment %	Proposed	2021 Proj Adjustment %
Machinery And Equipment 01-22-4504	74,470	5,680	5,680	5680 x 0%	5,680	7680 x 35%	7,680	7,680 x
Machinery And Equipment 01-24-4504	0	5,600	5,600	2 % 2%	5,712	2 % 2%	5,826	1500 \$*
Machinery And Equipment 01-08-4504	0	0	0	2 % N/A	0	2 % N/A	0	1500 \$*
Capital Budget Items 10-01-4599	204,000	1,050,000	1,050,000	2 % 2%	1,072,000	2 % 2%	1,092,420	1500 \$*
Capital Improvements 10-05-4506	1,786,320	2,329,520	2,329,520	2 % 2%	2,376,110	2 % 2%	2,423,633	1500 \$*
Machinery And Equipment 20-22-4504	0	25,000	25,000	2 % 2%	25,500	2 % 2%	26,010	1500 \$*
Capital Improvements 20-22-4506	1,818,000	1,535,000	1,535,000	2 % 2%	1,565,700	2 % 2%	1,597,014	1500 \$*
Machinery And Equipment 20-23-4504	0	6,000	6,000	2 % 2%	6,120	2 % 2%	6,242	1500 \$*
Capital Improvements 20-23-4506	1,057,500	1,000,000	1,000,000	2 % 2%	1,020,000	2 % 2%	1,040,400	1500 \$*
Office Equipment 21-01-4503	148,009	657,427	657,427	2 % 2%	670,576	2 % 2%	683,987	1500 \$*
Machinery And Equipment 21-02-4504	0	32,325	32,325	2 % 2%	32,972	2 % 2%	33,631	1500 \$*

Select Funds Select Departments Select Expenses Add Item

### Project Location

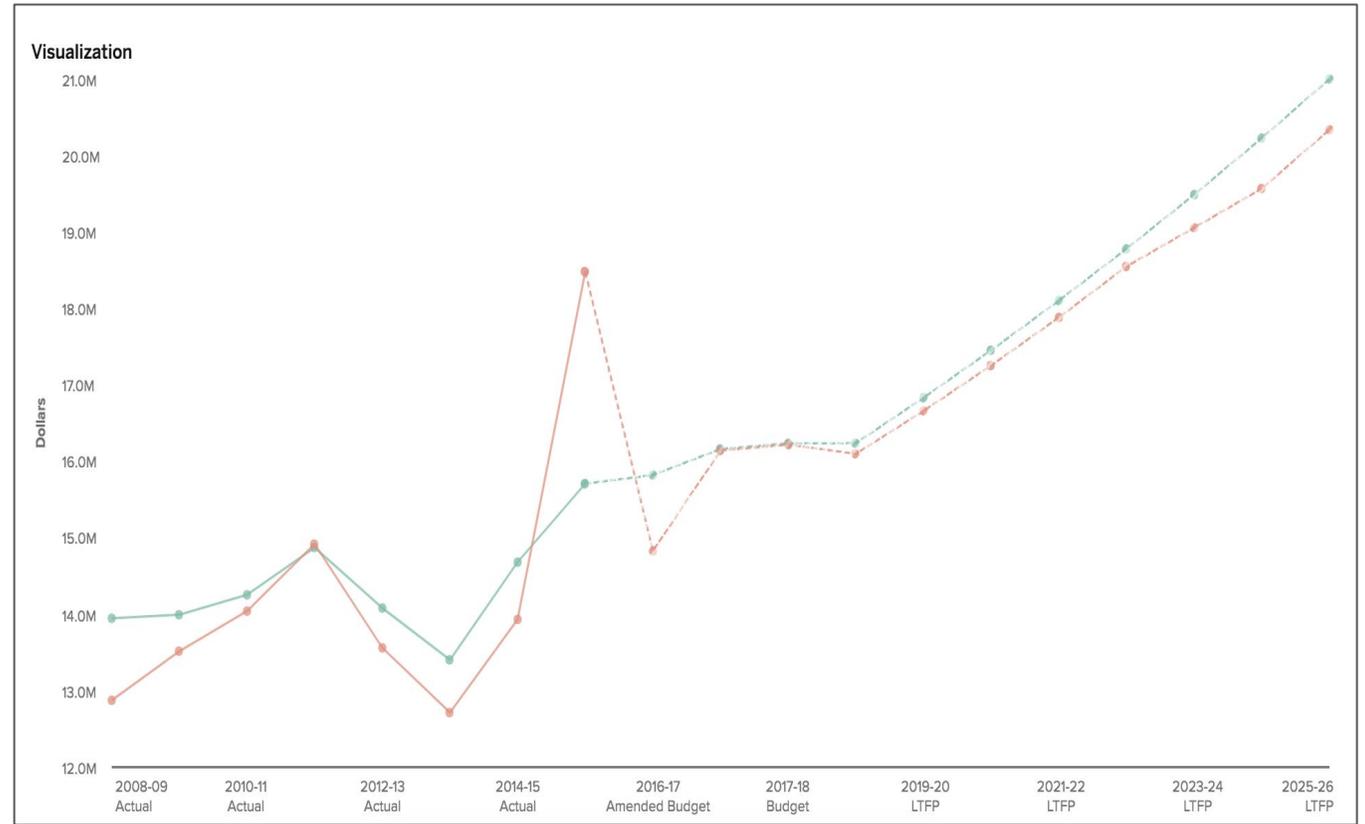
Address: 1900 E 40th Street  
City Sector: South  
Affected Neighborhoods: Various  
Affected Wards: Various.

Sibley Park is located by Longellow and 20th Avenues and 39th and 40th Streets in the Ericsson Neighborhood. It is a park in a neighborhood, with steep slopes leading upwards to adjacent streets. This creates a feeling of comfortable enclosure, the recreational amenities contained in a sort-of valley or arena.



# Examples - Scenario Planning

- Multi-Year Operating Budget** 2020 >
- 2020 Budget Proposal 2020 >
- 2019 Operating Budget Version 2 2019 >
- 2019 Adopted Budget 2019 >
- CY Forecast 2019 >
- Capital Improvement Projects 2019 >
- Operating Budget 2019 >
- Forecast 2019 >
- 2019 Operating Budget 2019 >



2019 Plan	Proposed	2020 Projected	Proposed	2021 Projected	Proposed	2022 Projected	Proposed	2023 Proj
Adjustment ▼ % ▼		Adjustment ▼ % ▼		Adjustment ▼ % ▼		Adjustment ▼ % ▼		Adjustment ▼
<input type="text" value="-5"/> %▼ -5%	21,322,568	<input type="text" value="-5"/> %▼ -5%	20,256,440	<input type="text" value="0"/> %▼ 0%	20,256,440	<input type="text" value="3"/> %▼ 3%	20,864,133	<input type="text" value="3"/> %▼
<input type="text" value="-5"/> %▼ -5%	233,577	<input type="text" value="-5"/> %▼ -5%	221,898	<input type="text" value="0"/> %▼ 0%	221,898	<input type="text" value="3"/> %▼ 3%	228,555	<input type="text" value="3"/> %▼
<input type="text" value="-5"/> %▼ -5%	98,423	<input type="text" value="-5"/> %▼ -5%	93,502	<input type="text" value="0"/> %▼ 0%	93,502	<input type="text" value="3"/> %▼ 3%	96,307	<input type="text" value="3"/> %▼

177

# Examples - Personnel Cost Budgeting

## 2019-2020 Workforce

Positions

Cost Elements

⚙ SETTINGS

← Go back to all positions

Save

### Position

Position Name (required)

Maintenance Worker

Position Number (required)

1400

Job Name

e.g Firefighter

Job Number

Position Start Date (required)

7/1/2018

End Date?

OFF  ON

Class

General

Grade

Full Time Equivalency (FTE) (required)

0.5

Standard Hours per Year (required)

2080

Hourly Base Wage (required)

20.179808

### Account String Details

Funds (required)

09

Departments (required)

10

Allocation Percentage (%) (required)

100

Projected Total Cost

\$51,293

Refresh

Cost Breakdown

Wage	\$41,974
Social Security	\$2,938
Retirement	\$2,758
WC	\$1,259
Medicare	\$1,028
Dental	\$547
Vision	\$271
Disability	\$256
Life	\$180
Excess MC	\$51
EAP	\$30
FTE Count	\$1
Vacation	\$0
Boot	\$0
PT Wage	\$0
Uniform	\$0
Auto	\$0
Labor Group	\$0
Over Time	\$0
Union	\$0
COLA	\$0
Grade and Step	\$0
Bargaining Units	\$0
Bilingual	\$0

# Examples - Labor Negotiations

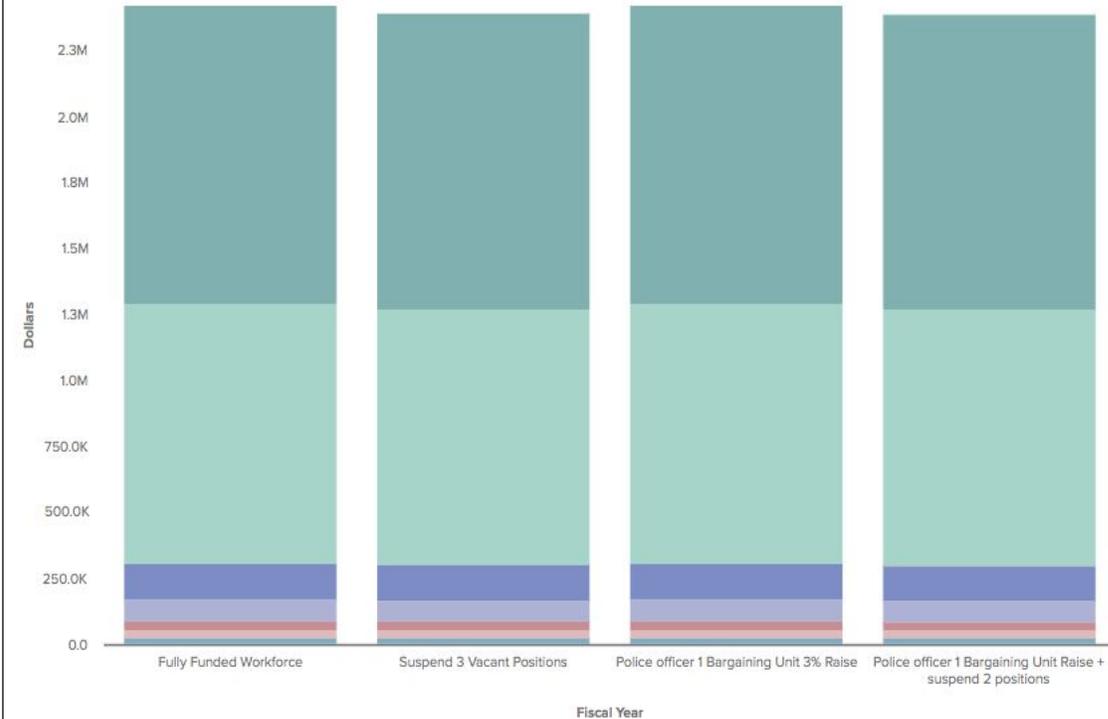
## Workforce Plans

New Workforce Plan

Name	Attached Budgets	Created At	Updated At	
2019 with 2% Increase	None	Jul 11 2018, 4:22 AM	Oct 16 2019, 3:40 PM	>
2019-2020 Workforce	2019 Operating Budget 2019 Recommended Budget2...	Jul 24 2018, 11:03 PM	Sep 27 2019, 6:21 PM	>

Broken down by  
Employee Benefits Governmental Activities

Visualization



Sort **Large to Small**

- Health
- PERA
- Medicare
- Dental
- Police Uniform and Dry Cleaning
- Life and Disability
- Vision
- FPPA-police
- Auto Allowance

COLA	Class	Grade	Rate (%)	Label for end user
SEIU Local 521	1	A	4	4% COLA
Mgmt Employees	5	B	1.9	1.9% COLA

	Fully Funded Workforce	Suspend 3 Vacant Positions	Police officer 1 Bargaining Unit 3% Raise
Health	\$ 1,126,802	\$ 1,120,310	\$ 1,126,802
PERA	985,770	971,002	987,120
Medicare	136,297	134,734	136,297
Dental	80,652	80,191	80,652
Police Uniform and Dry Cleaning	34,200	33,600	34,200
Life and Disability	29,121	28,917	29,121
Vision	22,804	22,649	22,804
FPPA- police	3,884	3,884	3,884
Auto Allowance	3,000	3,000	3,000
<b>Total</b>	<b>\$ 2,422,531</b>	<b>\$ 2,398,288</b>	<b>\$ 2,423,881</b>

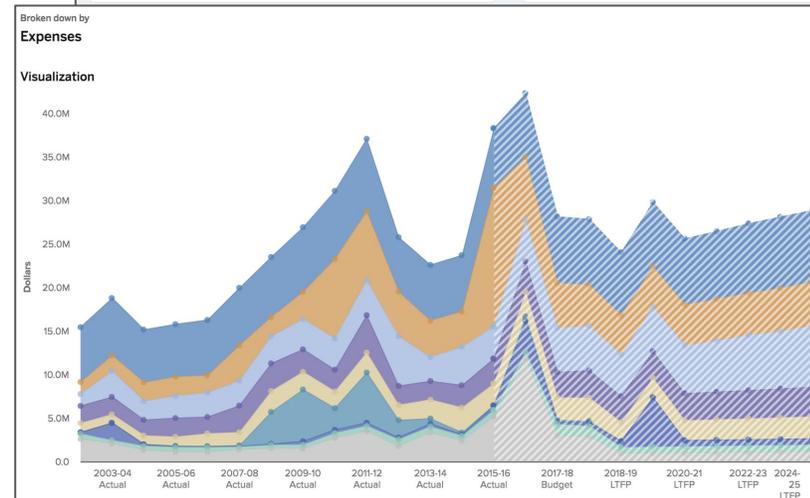
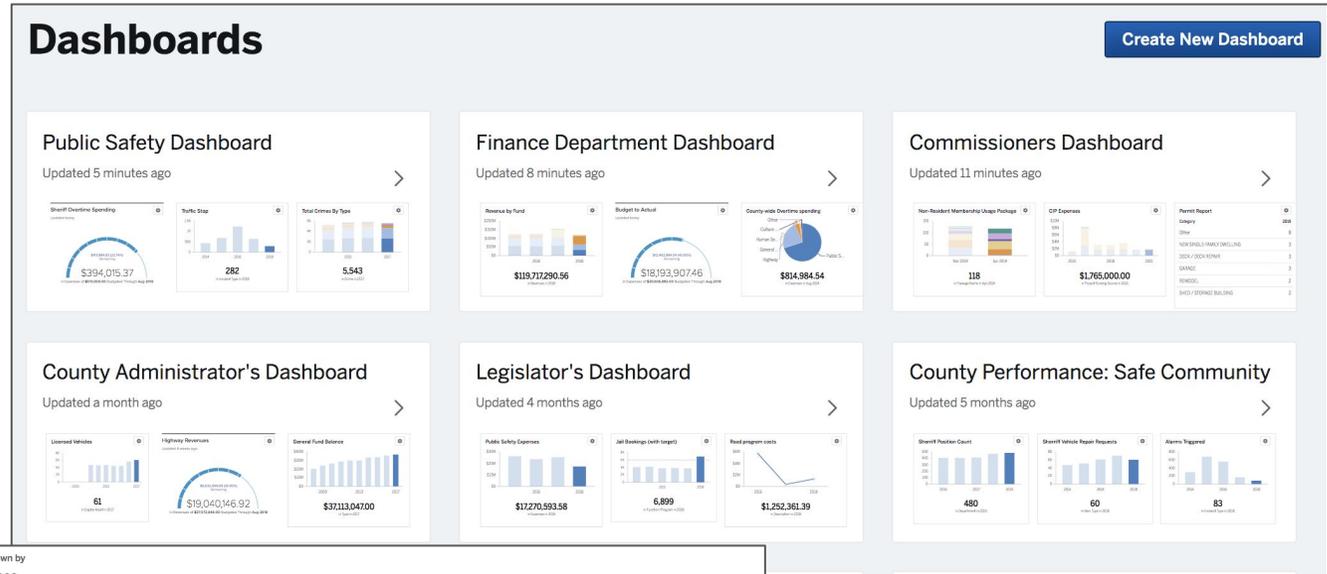
# Centralized Reporting & Analysis

## System of Record for All Financial & Non-Financial Data

Reduce manual reporting with on-demand access to all your data. Improve understanding and awareness by aggregating information from your accounting system and any other system.

## Trend Analysis and Transaction Level Detail

Track unlimited year's data across multiple datasets to identify trends and improve data driven decision making. Filters and drill down capability to the transaction level to seconds.



Summary Table (3) Transactions 1258

Showing 1,000 out of 1,258 rows

post_date	vendor_name	description	vendor_number	transaction_amount (\$)	control_description	source_text	invoice_number
05/06/2019	OTTO ENVIR...	BROWN 95 G...	3534	8,640.00	SUPPLIES	AP	5343180
05/06/2019	OTTO ENVIR...	GREEN 95 GA...	3534	8,640.00	SUPPLIES	AP	5343180
02/18/2019	JEFFREY P PA...	DECORATION...	4440	5,161.00	SUPPLIES	AP	1282016
05/06/2019	OTTO ENVIR...	BROWN 65 G...	3534	4,455.00	SUPPLIES	AP	5343180
02/25/2019	OVERDRIVE	APPLICATION...	3988	4,000.00	E-BOOKS	AP	H-0030126
02/25/2019	OVERDRIVE	CONTENT CR...	3988	4,000.00	E-BOOKS	AP	H-0030126
03/18/2019		ROLS DECOR...		3,901.50	SUPPLIES	GL	
12/21/2018	CHASE CARD...	10/17-11/1...	3162	2,564.47	SUPPLIES	AP	180
11/18/2018	A TO T LAMP...	CHRISTMAS...	4434	2,176.00	SUPPLIES	AP	471010

# Centralized Reporting & Analysis

## Automated Council / Committee Presentations

Configurable templates for clear communication and reporting of City goals & performance. Automated data integration allowing departments to update reports in a fraction of the time.

## Clear & Easy to Understand Quantitative and Qualitative Reporting

Provide snapshots of city-wide performance alongside narrative reporting for easy to understand reports for staff, management, and residents.

### (2) Police Department Monthly Budget to Actual

Police Department Runs: <https://controlpanel.opengov.com/reports/cloudcity/17985/query=019D8F78AE57A3F0AEED6CA3B4959BB&embed=n>

Visualization

Month	Actual	Budgeted
October 2016-17	~0.8M	~0.8M
November 2016-17	~1.5M	~1.5M
December 2016-17	~2.5M	~2.5M
January 2016-17	~3.5M	~3.5M
February 2016-17	~4.5M	~4.5M
March 2016-17	~5.5M	~4.5M

Fiscal Year 2016-17

Expand All	October 2016-17 Actual	November 2016-17 Actual	December 2016-17 Actual	January 2016-17 Actual	February 2016-17 Actual	March 2016-17 Actual
Personnel Services	\$ 667,136	\$ 1,348,270	\$ 2,116,885	\$ 2,891,752	\$ 3,482,065	\$ 3,482,065
			133,923	170,481	96,420	124,799
			0	0	0	0
			227,184	295,034		
			\$ 2,574,412			

11 General Fund Revenues (Ytd)	12 Tax Revenues - Gen Fund (Qtrly)	13 Tax Revenues - Gen Fund (Ytd)
Quarter-to-date yearly revenue trends for All General Fund Revenues.	Major sources of tax revenues: Property Taxes & Gross Receipts Tax, Minor Sources: Motor Vehicle License, Permits, etc.	Quarter-to-date yearly tax revenue trends for General Fund Tax Revenues.
Updated 40 weeks ago		
\$293,121,912.20 In Revenues of \$283,098,044.83 Budgeted through Jun 2018		

First Name	Last Name	Email	Entity	Role	Last Login	Date Created
Andrew	Cocks	acocks+cloud...	Cloud City USA	Entity Adminis...	2018-12-17	2018-06-20
Alex	Fordyce	afordyce+clou...	Cloud City USA	Entity Adminis...	2018-05-25	2017-12-14
Anthony	Frissore	afrissore+city...	Cloud City USA	Entity Adminis...		2019-05-06
Andy	Kalamaras	akalamaras+c...	Cloud City USA	Entity Adminis...	2018-12-11	2018-09-06
Ammiel	Kamon	akamon+clou...	Cloud City USA	Entity Adminis...	2017-10-31	2017-10-30
Andrew	Kercado	akercado+clo...	Cloud City USA	Entity Adminis...	2019-07-13	2018-04-02
Alex	Martinez	alex.martinez...	Cloud City USA	Entity Adminis...	2019-07-12	2017-10-16
Adam	Schnoll	aschnoll+clou...	Cloud City USA	Entity Adminis...	2019-07-12	2017-09-01
Aykut	Simsek	asimsek+clou...	Cloud City USA	Entity User	2017-12-12	2017-12-05

# Examples - Automated Reporting

## City Manager's Dashboard

This dashboard has been prepared for the executive staff and committees, and shows high level information across the city.

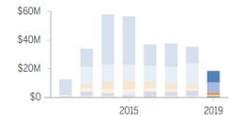
Print Edit Share

### YTD Expenses vs Budget

Updated 3 days ago

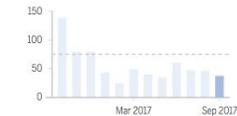


### Revenue trends



### Building permits (Target 75)

**NEEDS FOCUS** Target above 75

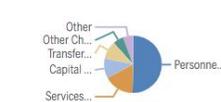


### 311 Monthly Requests Target

**ON TRACK** Target below 100,000



### Expenses by Expense Type



### Annual Report

Category 2019

Transfers Out \$1,568,508.00

### Capital outlay

Other Ca...  
Machiner...

### % target met Pothole Repair SLA

Our goal is to repair all requests in 30 days

**ON TARGET** Target below 1.850



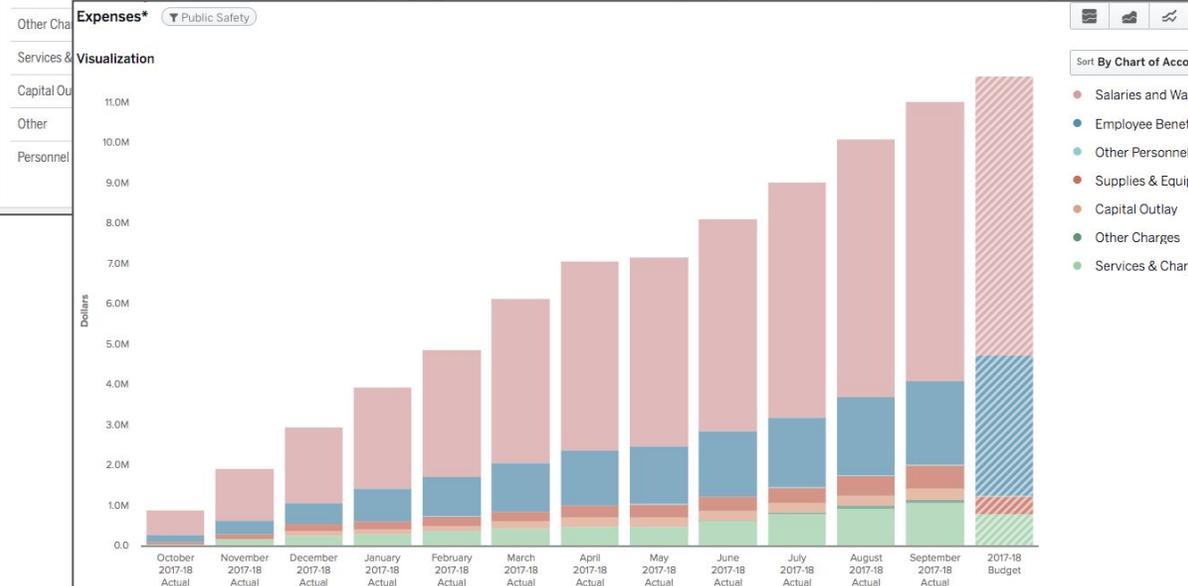
### Parks Attendance Target

Strategic Goal - Resident satisfaction and operatio...

**NEEDS FOCUS** Target above 1,500



### Water Sales over time



## Wilmington Police Department

The mission of the Wilmington Department of Police is to work in a true partnership with our fellow citizens, and to raise the level of public safety through law enforcement and thereby reduce the fear and incidence of crime.

**The Police Department Is...**

The City's 2nd largest department with a total FY 2020 General Fund budget of \$59,835,037. It accounts for 35.7% of the General Fund.

### About the Police Department

The Wilmington Police Department (WPD) is authorized to deploy up to 315 officers in motor vehicles, on foot, and on bicycle in order to protect and serve the citizens of the city.

The WPD has joined the ranks of more than 350 other departments nationwide in achieving operations accreditation from the Commission on Accreditation for Law Enforcement Agencies.

Incident nature	2017	Total
Theft/Property	81	81
Drugs	68	68
Fight	38	38
Threats	36	36
Battery	32	182
Burglary	26	26
Theft-Auto	7	7

# Examples - Report Templates

## Sheriff's Office

The mission of the County's Sheriff's Office is to protect our community by providing progressive, high quality emergency and preventive services. We will be an exemplary, service driven organization in providing emergency and preventive services with exceptional leadership, state of the art resources, and a healthy, highly trained, and motivated workforce. We will stay true to our values and inspire one another in our pursuit of excellence.



**The Sheriff's Office Is...**

The City's largest department inside the County with a total FY 2020 budget of **\$8,514,382**. It accounts for **34%** of the County's Operating Budget

## Quarterly Report: 4th Quarter

THE COUNTY OF BERNALILLO

Fiscal Year 2018 Dashboard Report



### General Fund Revenues

10 GF Revenue (Qtrly) - The County has collected 103.5% of the budgeted revenue through four quarters of fiscal year 2018. The County was on pace to exceed revenue by 2.0% or \$5.9 million through the end of the third quarter and ended up exceeding that

10 General Fund Revenues (Qtrly)  
General Fund revenues by source. Major sources of revenue come from Property and Gross Receipts Taxes. Other sources tax, fee, license, etc.

Updated 40 weeks ago



## THE OFFICE OF THE CLERK & COMPTROLLER

PALM BEACH COUNTY

To protect, preserve and maintain the public records and public funds with integrity and accountability.



**About the Clerk & Comptrollers Office**

The Palm Beach County Clerk & Comptroller is your public trustee, responsible for safeguarding public records and public funds. The Florida Constitution established the Clerk & Comptroller as a constitutional officer, directly elected by and accountable to Palm Beach County citizens.

ClerkPBC 201 subscribers

SUBSCRIBE

OPENGOV

Reports Stories

- Capital Projects Map
- (2) Monthly Budget to Actual
- (1) Annual Report**
- 311 Service Requests
- Water Consumption
- Crime Data

Filters Views

Presentations

## New Branch Library Project Information

CITY OF CAPITOLA, CA

(1) Annual Report

Updated On 4 Apr, 2019

Broken down by Expenses

Visualization

Personnel Services **\$4,730,344 (84.9%)**



### Project Details

- Project Start Date: 12/2/18
- Submitting Department: Park Board
- Contact Person: Adam Arvidson
- Level of Need: Significant
- Estimated Project Completion Date: 12/30/20
- Department Priority: 1
- Contact Phone Number: 415-555-6470
- Website: Capitola Library

Gen Fund (Qtrly) tax revenues: Pro... receipts tax, Minor vehicles, Gasoline.

804,41 (2.34%) Over

491,169.41 of \$270,175,365.0 Through Jun 2018

### Project Location

Address: 2005 Wharf Rd  
City Sector: Central  
Affected Neighborhoods: Various  
Affected Wards: Various

Capitola Branch Library will be located on Wharf Road and Clares St. The library replaces an old building built in the 1950's. Expect for some road closures during construction and increased traffic. The final design will create a feeling of comfort enclosure, the recreational amenities contained in an area.



Capitola Branch Library  
2005 Wharf Rd, Capitola, CA 95010  
4.6 ★★★★★ 11 reviews  
View larger map

Map data ©2019 Google. Terms of Use. Report a map error

## Strategic Plan Update

April, 2019

County Manager's Office



### Message from the County Manager

With Gilpin County facing a stable - yet constrained - fiscal outlook, County Manager Abel Montoya's FY 19 budget recommendations reflect a prudent and strategic approach that keeps the County on the path to restoring services and its long-term fiscal sustainability. First and foremost, Mr Montoya has proposed allocating \$15.5 million into a rainy day reserve to help the City address future deficits and potential 'clouds' on the economic horizon. In addition, Mr Montoya has proposed a number of modest, one-time investments that will help address the City's most pressing needs: Public Safety, Affordable Housing and Homelessness, Beauty Gilpin

### Public Safety: Gilpin County residents have confidence that they are safe at home, at work, and throughout the city. County residents have confidence that they are safe at home, at work, and throughout the city.

Gilpin County residents have confidence that they are safe at home, at work, and throughout the city.

#FinancialFacts | #MoneyMonday

## We managed & invested a \$1.6 billion portfolio for Palm Beach County



Based on FY17 Statistics

Juvenile Crime with Target

**ON TARGET** Target below 40



Traffic Stops

**ON TARGET** Target above 195



Average response time - target

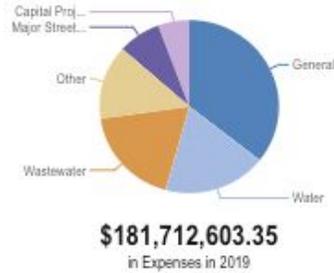
**NEEDS FOCUS** Target below 7



# Budget Presentation

## 2019 Proposed Budget by Fund

Click on Pie Chart for additional information



## 2019 Proposed Budget:

### All Funds

The City's total proposed budgeted expenses for 2019 is \$181.7 million. This total budget is divided between Governmental funds of \$112.6 million and Enterprise funds of \$69.1 million.

Information in other financial years can be found in the [2019 Proposed Budget Annual Transparency Report found here.](#)

## The General Fund

The General Fund is the primary operating fund for the City of Kalamazoo. In this fund, the City budgets for the City Commission Appointees, which includes the City Manager, City Clerk, City Attorney and City Internal Auditor. Other Governance departments include Management Services, Human Resources, Information Technology, and 311 Customer Service. Community Departments include Public Safety, Public Services, Community, Planning and Economic Development, and Parks and Recreation.

The General Fund expenses are supported by revenues from property taxes, state funding, charges for interdepartmental services and the Foundation for Excellence.

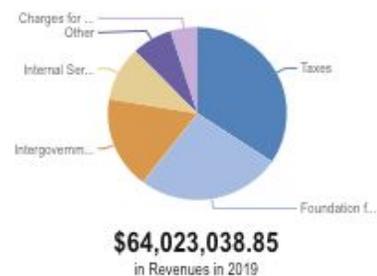
## Where does the General Fund get its resources?

The 2019 Budget includes \$64 million of revenues in the General Fund. The General Fund collects property taxes as the primary source of revenues. The City was able to reduce property tax rates in 2017 thanks to generous contributions from the Foundation for Excellence, which is the second largest source of General Fund resources. Intergovernmental Contributions from the State provide the third largest resource.

Information in other financial years can be found in the [2019 Proposed Budget Annual Transparency Report found here.](#)

## 2019 General Fund Revenues by Type

Click on Pie Chart for additional information



The Elk Grove City Council unanimously adopted a healthy, balanced budget for the 2018-19 fiscal year. This story illustrates where city tax dollars including distribution of property tax dollars are allocated based on goals established by the City Council. These goals guide our work and funding priorities for the coming year.

The City is also inviting residents to participate in a [budget challenge](#) and [priorities](#) online feedback exercise.

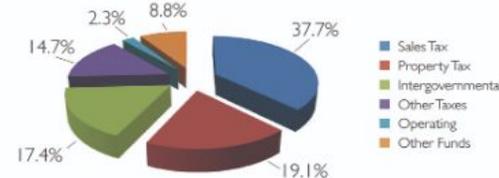


## The City of Elk Grove's FY 2018-19 Budget:

1. Improves the level of service to the residents of Elk Grove, with continued focused efforts on public safety and economic development; and
2. Continues to fund construction projects and aligns funding with the Council Goals and Imperatives; and
3. Maintains prudent management of existing resources and positions the City to explore future opportunities; and
4. Actively engages residents to sustain a high quality of life.

## WHERE DOES THE MONEY COME FROM?

GENERAL FUND REVENUE: **\$74,931,917**



Sales tax is the single largest source of revenue to the General Fund. For every dollar you spend in taxable items in Elk Grove, 1¢ of your purchase supports critical services like public safety.

# Citizen Engagement

## Public Transparency

Transform raw data into charts, graphs, maps, and more to make complex data easy to understand.

## Tell City's Story

Add valuable context to your government's initiatives with interactive web pages that feature dynamic data tiles, images, videos, text, and more.

## Survey Public Priorities

Supplement public hearings with surveys, forums, and online meetings. Encourage involvement by making participation easy and convenient.

County of Mendocino, CA

## Cannabis Permits & Business Licenses

**Overview of the Comprehensive Cannabis Program in Mendocino County**  
General background and information on the program.

**Macro Perspective of Applications**  
There has been a steady rise in applications for cannabis permits over the past couple of years.  
Insert more information on the cannabis program

**Cannabis permits by status**  
Updated 19 weeks ago

Status	Percentage
VOID	~10%
RECEIVED	~10%
WITHDRAWN	~10%
Other	~10%
UNDER REVIEW	~50%

Other screenshots shown include:

- Fremont website with navigation menu: About City Government, Agents Center, Board, Commissioners & Committees, City Attorney, City Clerk, City Council, City Facilities, City Financial Information, City Hall, County Assessor, County Clerk-Recorder, Courthouse, Development Services, District Board Election System, Elected Officials, Election Information, Services.
- Douglas County, NV website with navigation menu: Home, Government, Departments, Doing Business, Culture & Recreation, I'm Looking For.
- McKinney Texas website with navigation menu: Home, Government, Transparency, Virtual Town Hall.
- Board of County Commissioners website with navigation menu: Home, Government, Budgets & Financial Reporting, County Boards & Commissions, Departments, Elections, Elected Offices, Special Districts, & Terms, Douglas County Town Hall, County Codes.
- Virtual Town Hall website with navigation menu: Home, Government, Transparency, Virtual Town Hall.

# Examples - Transparency Portal



Reports Stories

Annual

- BN 2019/21 Adopted Budget - BN View
- BN 2019/21 Adopted Budget - Yearly View
- BN 2019/21 Position Report
- Year over Year
- Transient Occupancy Tax by Quarter
- Ashland Greenhouse Gas Detail
- Ending Fund Balance

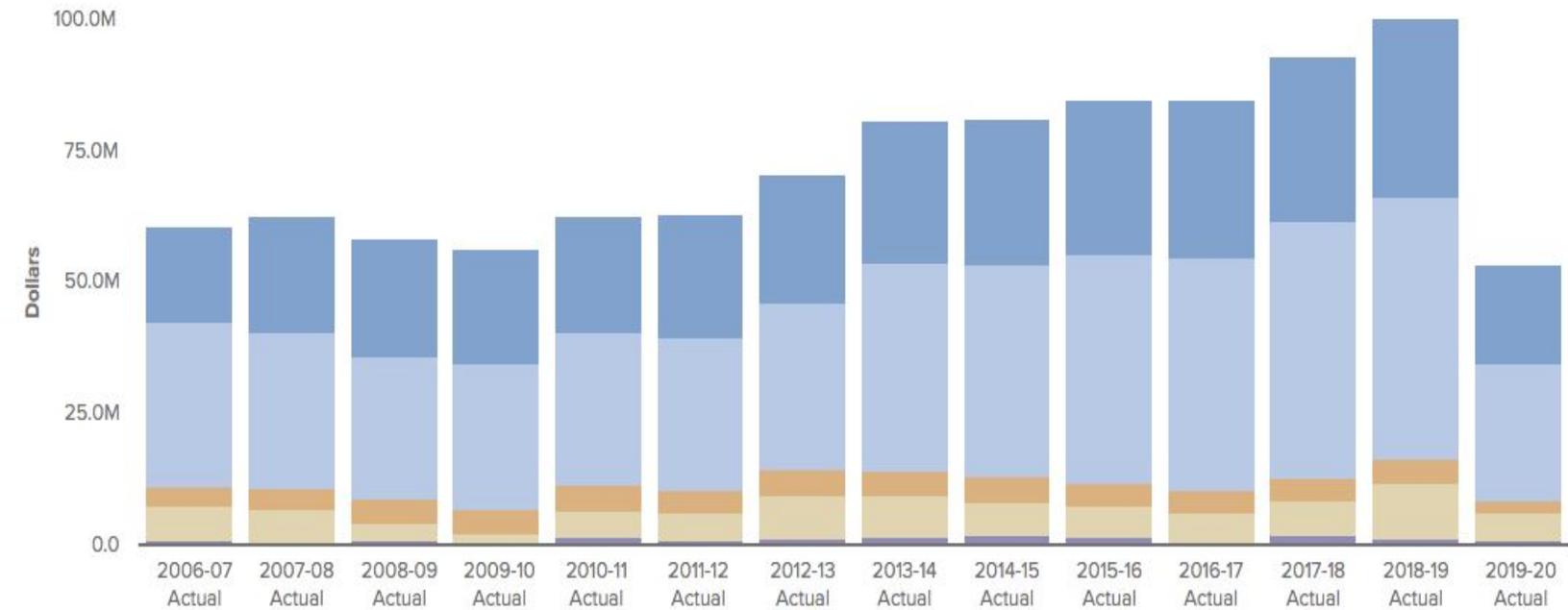
## Annual

Updated On 28 Jan, 2020

Back History Reset

Broken down by Expenses No Project

### Visualization



Sort By Chart of Accounts

- Personnel Services
- Material and Services
- Debt Services
- Capital Outlay
- Transfer-Out, Contingency, ...



### Priority: Safe and Welcoming Neighborhoods

Olympia values safe and welcome neighborhoods. The future of our community is dependent on our children and families, and the neighborhoods where they live and play. In order to preserve and enhance the quality of life in Olympia, neighborhood safety is essential.

Data from a 2017 Citizen Survey shows that a significant percentage of Olympia residents consider their neighborhood to be safe during the day and at night.

### 2017 Citizen Survey: How Safe is my Neighborhood?



A feeling of safety and security in and around the neighborhoods of Olympia is enhanced by the presence of law enforcement, the responsiveness of the City to criminal and code concerns, and having safe routes to schools and City centers.

## Help shape the City's policies and regulations related to cannabis.

- Introduction
- Feedback
- Your Response
- Outcome

### Introduction

The City is considering future cannabis regulations and we want to hear from you!

With the passing of Proposition 64 legalizing the use of cannabis for both medicinal and non-medicinal use in California, the City has begun the process of determining what the future of cannabis will look like in Novato.

We appreciate your input in helping shape the City's policies and regulations related to cannabis. **Please provide your input, by taking our online survey below. The survey may take up to 20-30 minutes to complete. Before taking this survey, please review the following supplemental information:**

Workshop # 1 July 21, 2018  
[PowerPoint Presentation](#)  
[Workshop Video](#)

### In general, do you support or oppose legalized cannabis for medicinal use?

	Response Percent	Response Count
Strongly support	84.9%	237
Somewhat support	7.5%	21
No opinion / don't care	0.7%	2
Somewhat opposed	3.2%	9
Strongly opposed	3.6%	10

### In general, do you support or oppose legalized cannabis for adult recreational use?

	Response Percent	Response Count
Strongly support	60.9%	187
Somewhat support	22.2%	62
No opinion / don't care	2.9%	8
Somewhat opposed	6.1%	17
Strongly opposed	7.9%	22

# Appendix

# Built to drive value and ROI

THE LEADER IN ENTERPRISE CLOUD SOLUTIONS FOR GOVERNMENT



**50% less time spent on budget development**



**80% less time spent on reporting**



**20% fewer information requests**



**1% of budget freed for re-allocation**



Population  
14,000

Agency type  
County

Annual Budget  
\$100 Million

Role  
Finance

Region  
West

Solution  
Budgeting and Performance

## Case Study

# Mono County, CA Re-Allocates Over \$2M with OpenGov Budgeting

## Customer Results

✓ **Re-Allocated Over \$2M with OpenGov Budgeting**

With increased analysis functionality, The County found projects overfunded by \$2M to be re-allocated

✓ **Consolidated 150+ Excel Sheets into One Centralized System**

Removed complicated sheets and formulas, allowing The County to quickly create and adjust financial scenarios & plans

✓ **“One Budget, One Government, One Team”**

Empowered Department Heads to make fiscally responsible decisions and hold themselves accountable to budget



Population  
42,000

Agency Type  
County

Annual Budget  
\$35 Million

Role  
Finance

Region  
West

Solution  
Budgeting and Performance

Case Study

# Ravalli County, Montana Saves Time and Money with Modern Budgeting

## Customer Results

- ✓ Annual savings of one FTE (\$70K)
- ✓ Reduced costly errors with automated software
- ✓ Cut budget completion time by over 30% (from 6 months to 4 months)
- ✓ Self-service reporting reduced reliance on overworked finance staff and improved quality of recommendations and analysis.



Population  
19,000

Agency type  
City

Annual Budget  
\$47 Million

Role  
Finance

Region  
West

Solution  
Budgeting and Performance

## Case Study

# Washington City, Utah Sees 90 Percent Time Savings and Enhanced Communications with OpenGov

## Customer Results

✓ **90 percent staff time saved.**

The City saved 90 percent staff time required to prepare budget presentations and answered Council member questions in real-time.

✓ **Saved \$2 million in interest.**

Washington City saved \$2 million in long-term interest by using OpenGov to provide Moody's with detailed financial information.

✓ **Enhanced trend analysis resulted in better future planning.**

Examining trends, modeling, and forecasting allowed staff to notice seasonal variations in financial as well as transactional accounts, which enabled them to prepare more accurately for future budgets.



TOWN OF  
**ATHERTON**

Population  
7,000

Agency type  
Town

Annual Budget  
\$16 Million

Role  
Administration / PIO

Region  
West

Solution  
Communications &  
Reporting

## Enabling Better Educated Citizen Questions that Speak to Their Real Issues

“When we transmitted the info to [our citizens] with OpenGov, it provided a better educated question that came back to me versus ‘what’s your general fund balance?’ or ‘what’s your revenue and expenditures.’ The questions became ‘why are you spending so much on this?’ So it's given me a better sense of what the community’s real issues were.”

George Rodericks, City Manager  
Atherton, CA

# Why OpenGov

1

**OpenGov is the leader in budgeting and performance**

300 new customers in 2.5 years (5X vs others)

3

**2-week innovation cycle future proofs investment**

\$90m invested | Highest % spend on R&D

5

**Purpose built for government**

7

**Local Partner**

15+ customers in Oregon & local OpenGov resources in State

9

**End-User ease-of-use**

2

**Modern cloud software-as-a-service technology**

4

**Ability to tie budget to strategic initiatives and priorities**

6

**Over 200 years of government experience on staff**

8

**Implementation Methodology and Time-to-Value**

6 months vs. 1.5 years

10

**Only solution that integrates budgeting and outcome reporting for financial, non-financial and citizen engagement in a single cloud suite.**

