

**UMATILLA CITY COUNCIL MEETING  
AGENDA  
COUNCIL CHAMBERS 700 6TH STREET, UMATILLA, OR 97882  
FEBRUARY 18, 2020  
6:00 PM**

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1. **MEETING CALLED TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **CITY MANAGER REPORT**

- 4.a **OpenGov Presentation** *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.*

- 4.b **Community Development Quarterly Report** *Suggestion Action: Discussion.*

- 4.c **FY 2018-19 Audit Review** *No action needed.*

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.**  
*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.*

*A second hearing will be held on March 3, 2020 at 7:00 pm 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. **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.** *The City Council had previously authorized the Mayor to enter into a DEQ Clean Water State Revolving Fund Loan Agreement No. R93052, for a loan of \$2,342,420.00 to be used for the City's Industrial Wastewater Recycling project. The one bid received on the project exceeded engineering estimates by over \$400,000. Engineering fees were reduced and City public works staff took on a greater role in on-site monitoring to offset some of the overage. The project is nearing completion and the contractor has approximately \$260,000 in change orders related to additional rock blasting, trench resurfacing, quantity correction on native plant seeding and the need for solar power at the outfall structure. The City is requesting an increase of \$550,000 to the existing loan. The increase is higher than the cumulative effect of the overage to prevent us from having to request another increase in the event of additional change orders.*

*Suggested Action: Motion to approve Resolution No. 43-2020*

7. **ADJOURN TO EXECUTIVE SESSION**

8. **RECONVENE**

9. **DISCUSSION ITEMS**

- 9.a **Rate Study Discussion** *City Staff has been working with FCS Group on a comprehensive utility rate and system development charge study. This presentation is meant for discussion only. The numbers are still in progress and this does not reflect the final recommendation of staff or FCS Group.*

9.b **Community Development Block Grant Resolution Discussion** *The attached Resolutions will be placed on the 3/3 Council Agenda for approval. All three items 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.*

*No Action Needed.*

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. *Discussion item only - Staff will schedule a public hearing to consider Plan Amendment (PA-3-19) at the March 3rd City Council meeting.*

## 10. **ADJOURN**

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

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> OpenGov Presentation	<b>Meeting Date:</b> 2020-02-18
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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> 5419223226
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<b>Cost of Proposal:</b> \$24,566	<b>Fund(s) Name and Number(s):</b> General Fund - 01
<b>Amount Budgeted:</b> n/a	

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

[Umatilla OR - Council Slides.pdf](#)

[Umatilla OR - OpenGov Agreement.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.

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**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



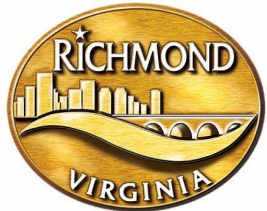
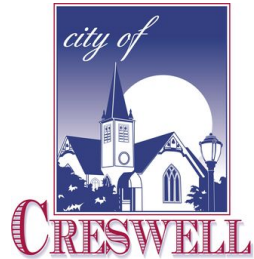
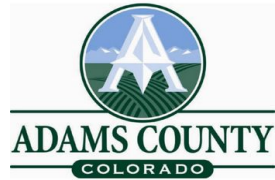
**MARK WELCH**  
Former Administrative Services Director at City of Ashland, Oregon



**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

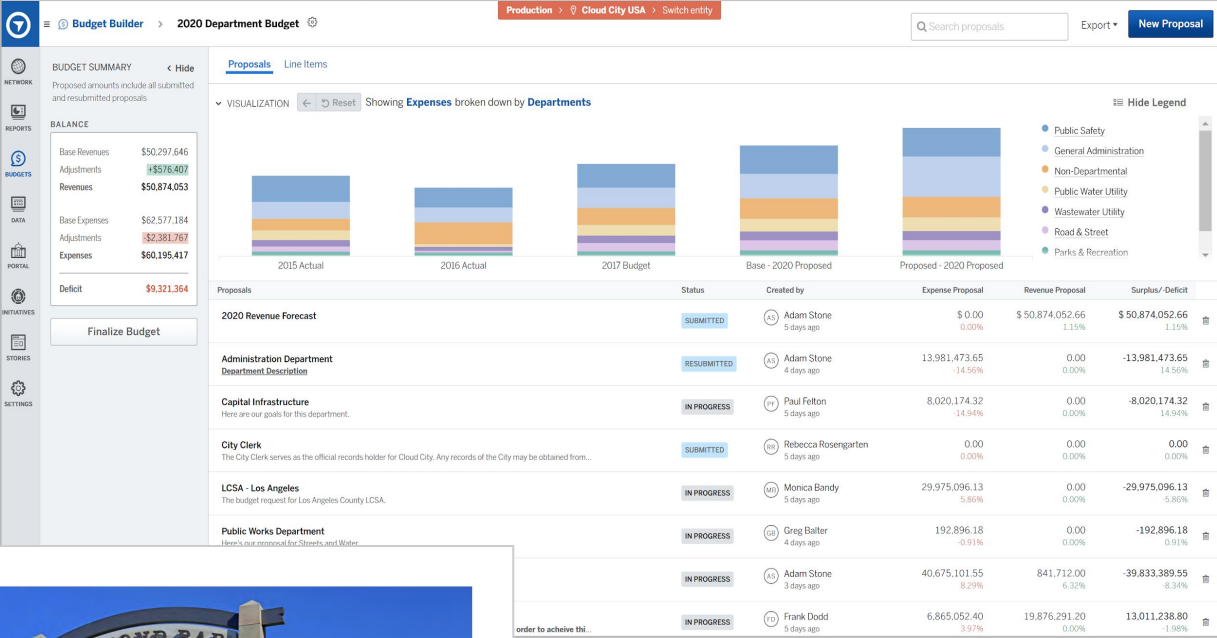
An intuitive, online workspace where everyone budgets together. Budget proposals support attachments, narratives, itemizations, and multi-year requests for all Centralized system tracking proposals and calculations for Operating, Capital, and Personnel budgets.

## 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



City of Diamond Bar  
**ANNUAL BUDGET**  
 Fiscal Year 2017 - 2018

## 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 →

# 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.

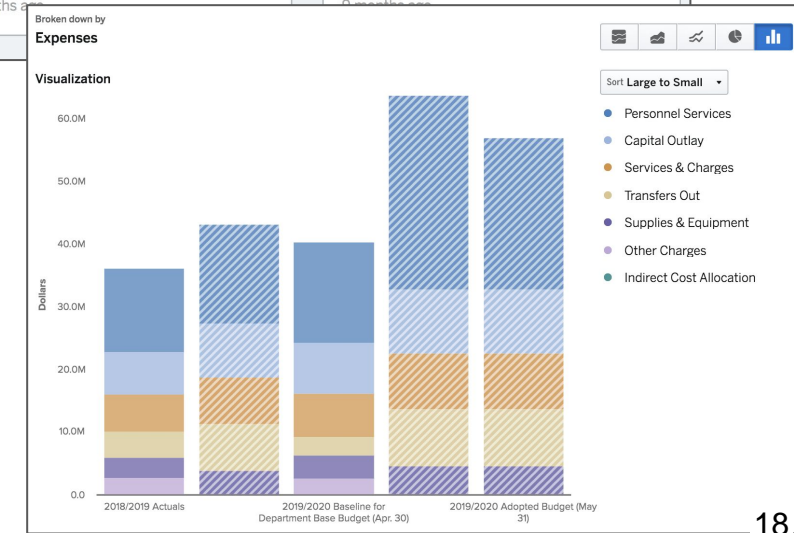


**Share proposal**

**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

**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

VISUALIZATION Reset Showing **Expenses** broken down by **Departments** Hide Legend

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			

**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
✕

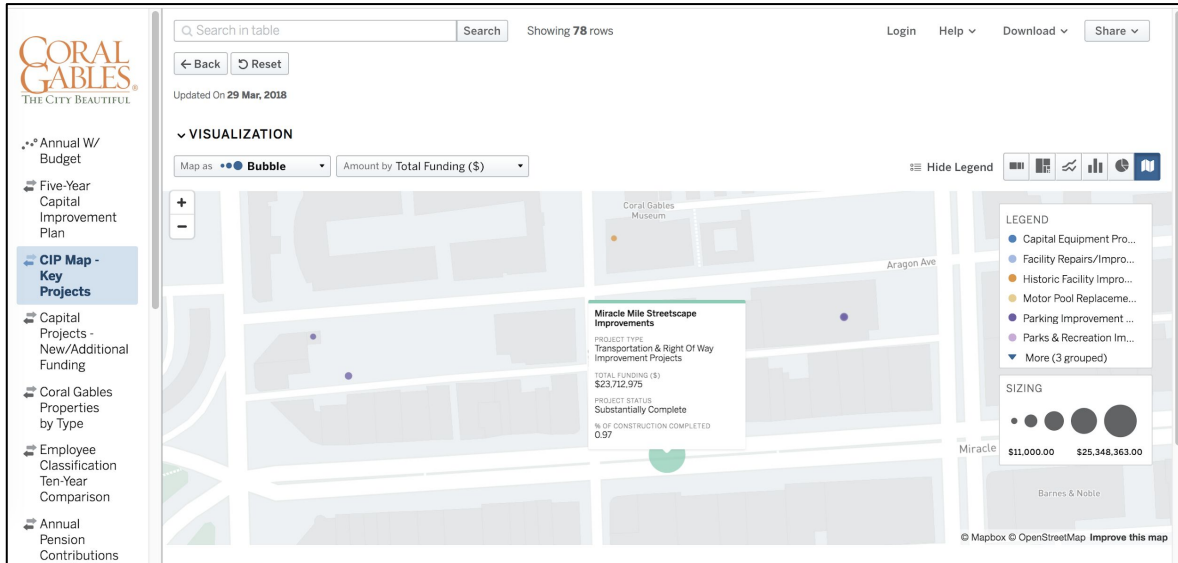
**Summary** | Details

PROJECT DEPARTMENT	2020	Total
STREETS	\$95,720,922.00	<b>\$95,720,922.00</b>
WATER	74,451,825.00	<b>74,451,825.00</b>
PARKS	47,015,261.00	<b>47,015,261.00</b>
FACILITIES	28,049,813.00	<b>28,049,813.00</b>
WASTEWATER	20,733,295.00	<b>20,733,295.00</b>
DRAINAGE	13,546,197.00	<b>13,546,197.00</b>
AIRPORT	11,389,055.00	<b>11,389,055.00</b>

Budget Milestones

Sort **Large to Small**

# 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

Proposals 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

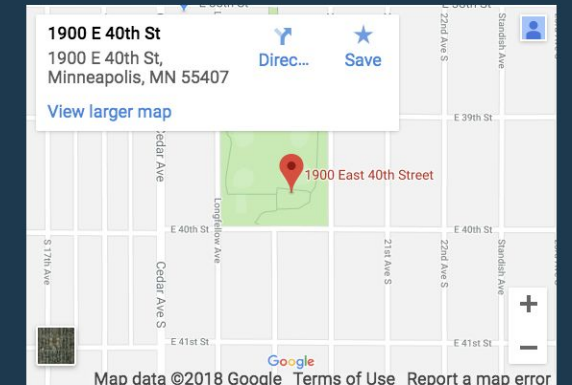
Account String	Budget Informa...	2017 Budget	Base	2019 Proposed Adjustment %	Proposed	2020 Projected Adjustment %	Proposed	2021 Proj Adjustment %
Machinery And Equipment 01-23-4504	74,470	5,680	5,680	5680 x 0%	5,680	7680 x 35%	7,680	7,680 x
Machinery And Equipment 01-24-4504	0	5,600	5,600	2 % 2%	5,712	2 % 2%	5,826	1500 \$
Machinery And Equipment 01-09-4504	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 21-01-4504	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.

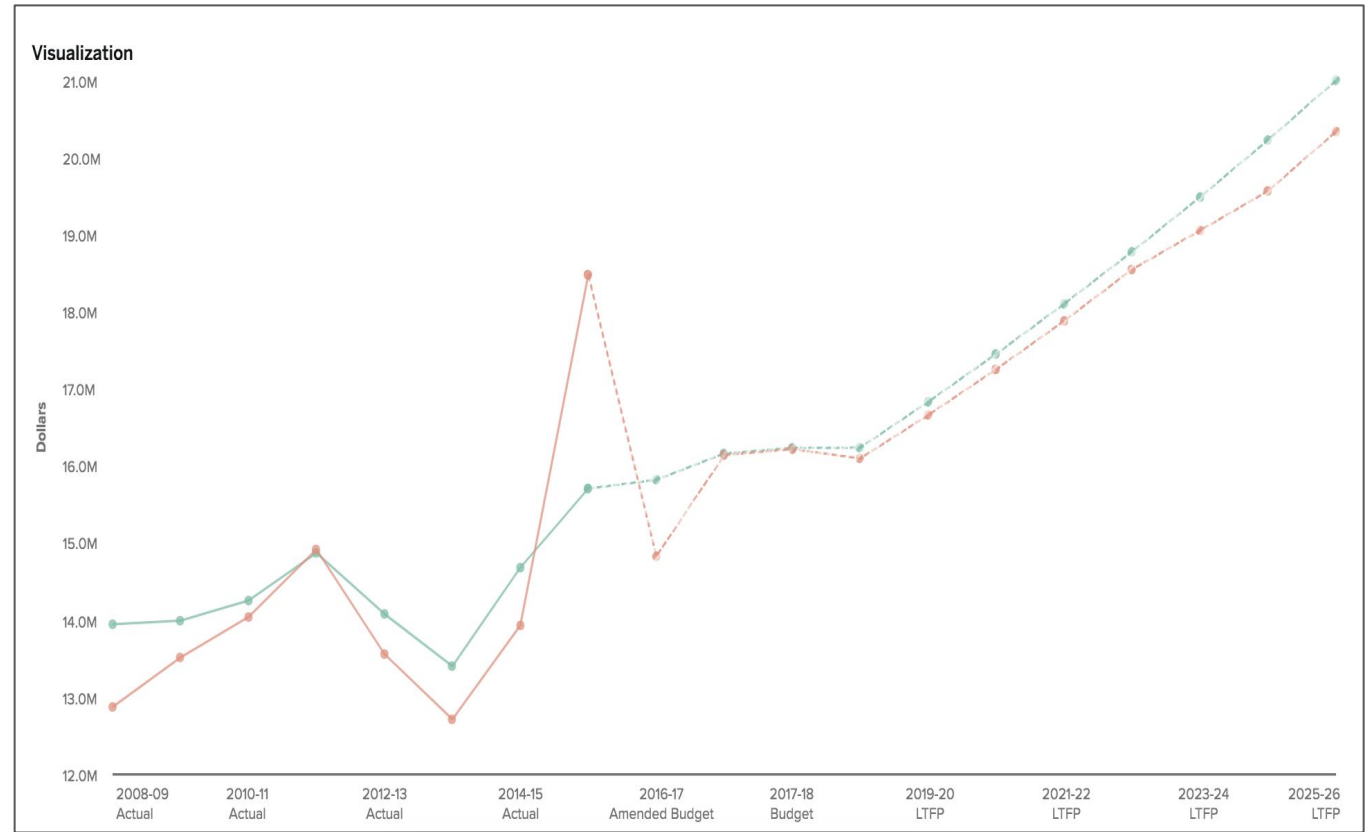


# Examples - Scenario Planning

👤 Select a budget

🔍 Search Budgets New Budget

- 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		2020 Projected		2021 Projected		2022 Projected		2023 Proj
Adjustment	%	Proposed	Adjustment	%	Proposed	Adjustment	%	Proposed
<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"/> %	3%	20,864,133	<input type="text" value="3"/> %	3%	20,864,133
<input type="text" value="3"/> %	3%	228,555	<input type="text" value="3"/> %	3%	228,555	<input type="text" value="3"/> %	3%	228,555
<input type="text" value="3"/> %	3%	96,307	<input type="text" value="3"/> %	3%	96,307	<input type="text" value="3"/> %	3%	96,307

# 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

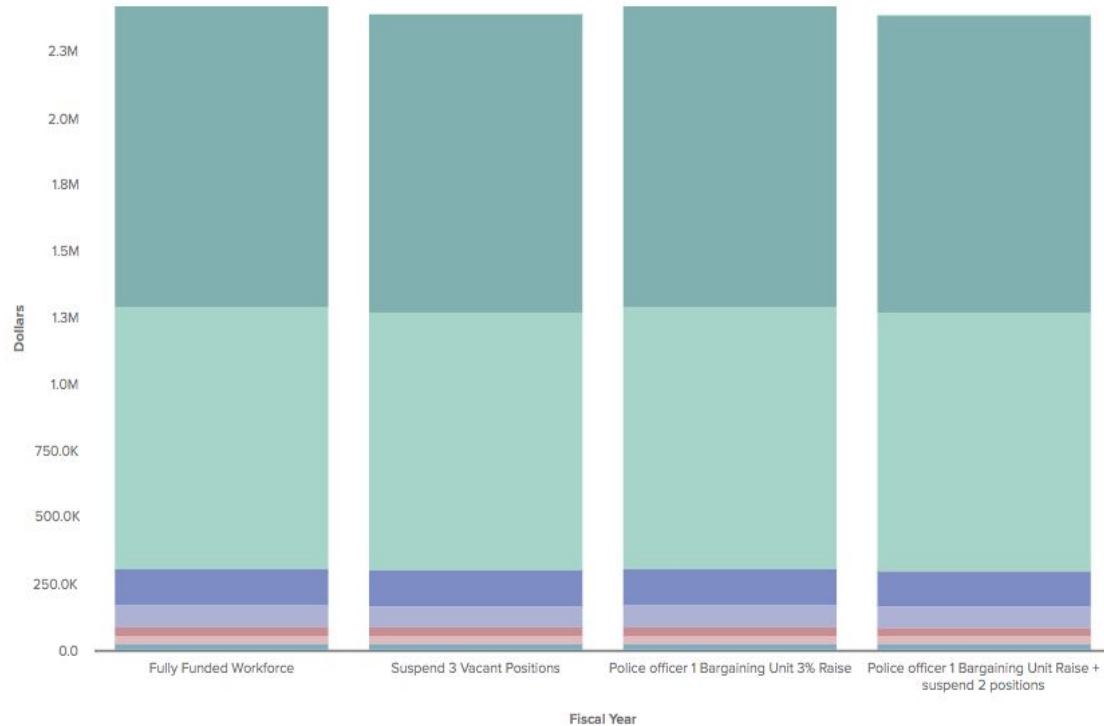
## Workforce Plans

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>

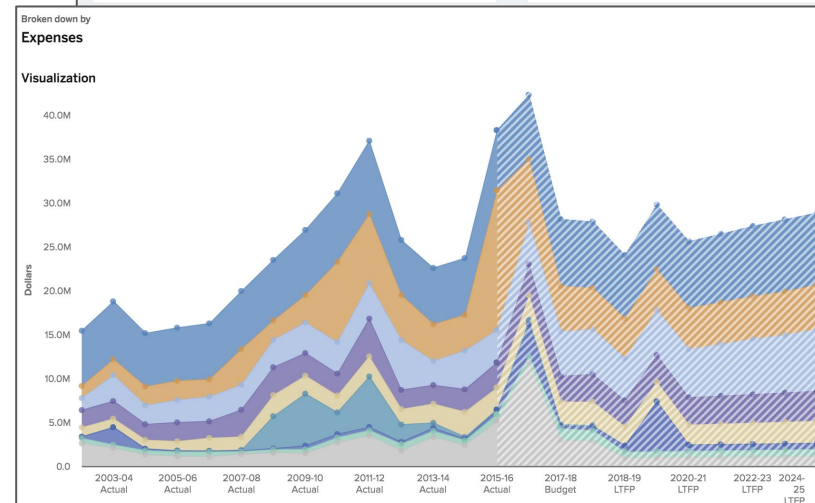
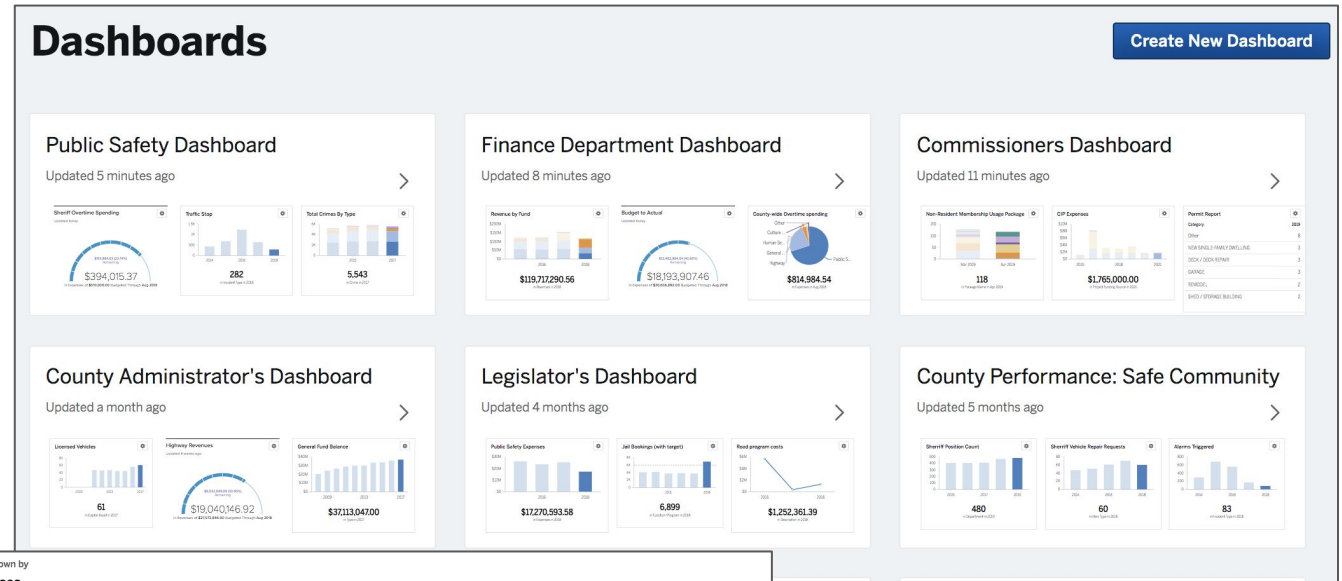
# Centralized Reporting & Analysis

## 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_nam	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		RCLS DECOR...		3,901.50	SUPPLIES	GL	
12/21/2018	CHASE CARD...	10/17-11/1...	3162	2,564.47	SUPPLIES	AP	24
11/18/2018	A TO T LAMP...	CHRISTMAS...	4434	2,176.00	SUPPLIES	AP	678120



# 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=01908F78AE57A3F0AEED6CA3B4959BB&embed=n>

Visualization

Month	Actual
October 2016-17	~0.8M
November 2016-17	~1.5M
December 2016-17	~2.5M
January 2016-17	~3.5M
February 2016-17	~4.5M
March 2016-17	~5.5M

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, Recreation	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.

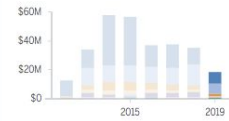
Print Edit Share

### YTD Expenses vs Budget

Updated 3 days ago



### Revenue trends



**\$18,346,340.92**  
in Revenues in 2019

### Building permits (Target 75)

**NEEDS FOCUS** Target above 75

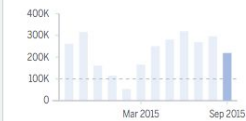


**38**  
in Type Description in Sep 2017

### 311 Monthly Requests Target

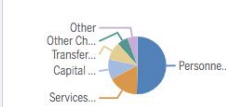
311 Services Requests

**ON TRACK** Target below 100,000



**219,483,417**  
in Closed Status in Sep 2015

### Expenses by Expense Type



**\$15,542,235.55**  
in Expenses in 2019

### 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



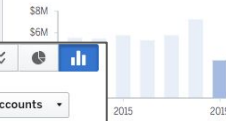
### Parks Attendance Target

Strategic Goal - Resident satisfaction and operatio...

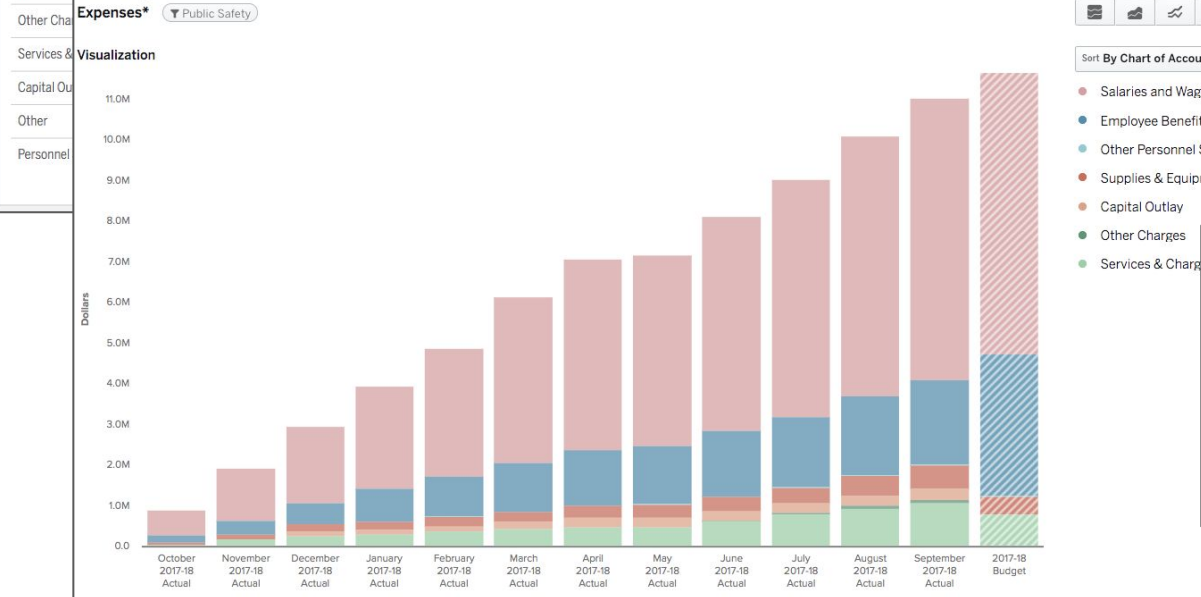
**NEEDS FOCUS** Target above 1,500



### Water Sales over time



**\$3,403.10**  
Revenues in 2019



## 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	32
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

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

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



### 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.




## Strategic Plan Update

County Manager's Office

April, 2019

### 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.

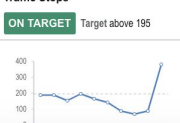
#### Juvenile Crime with Target

**ON TARGET** Target below 40




#### Traffic Stops

**ON TARGET** Target above 195



#### Average response time - target

**NEEDS FOCUS** Target below 7



## We managed & invested a \$1.6 billion portfolio for Palm Beach County

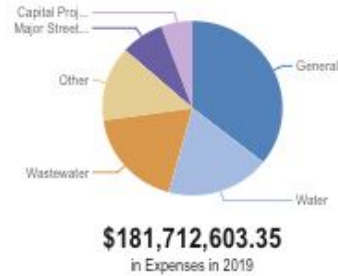
#FinancialFacts | #MoneyMonday



# 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.

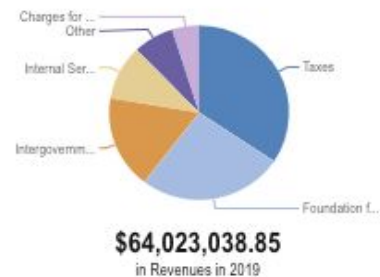
## Where does the General Fund get its resources?

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.

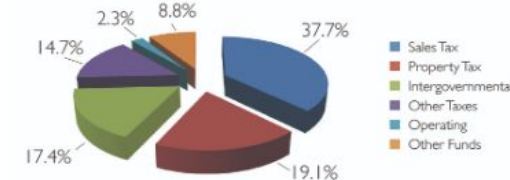


## The City of Elk Grove's FY 2018-19 Budget:

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
UNDER REVIEW	~65%
VOID	~10%
RECEIVED	~10%
WITHDRAWN	~10%
Other	~5%

The screenshot also shows several overlapping web pages from other municipalities, including Fremont, Douglas County, and McKinney, Texas, illustrating various digital engagement tools like virtual town halls and surveys.

# 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

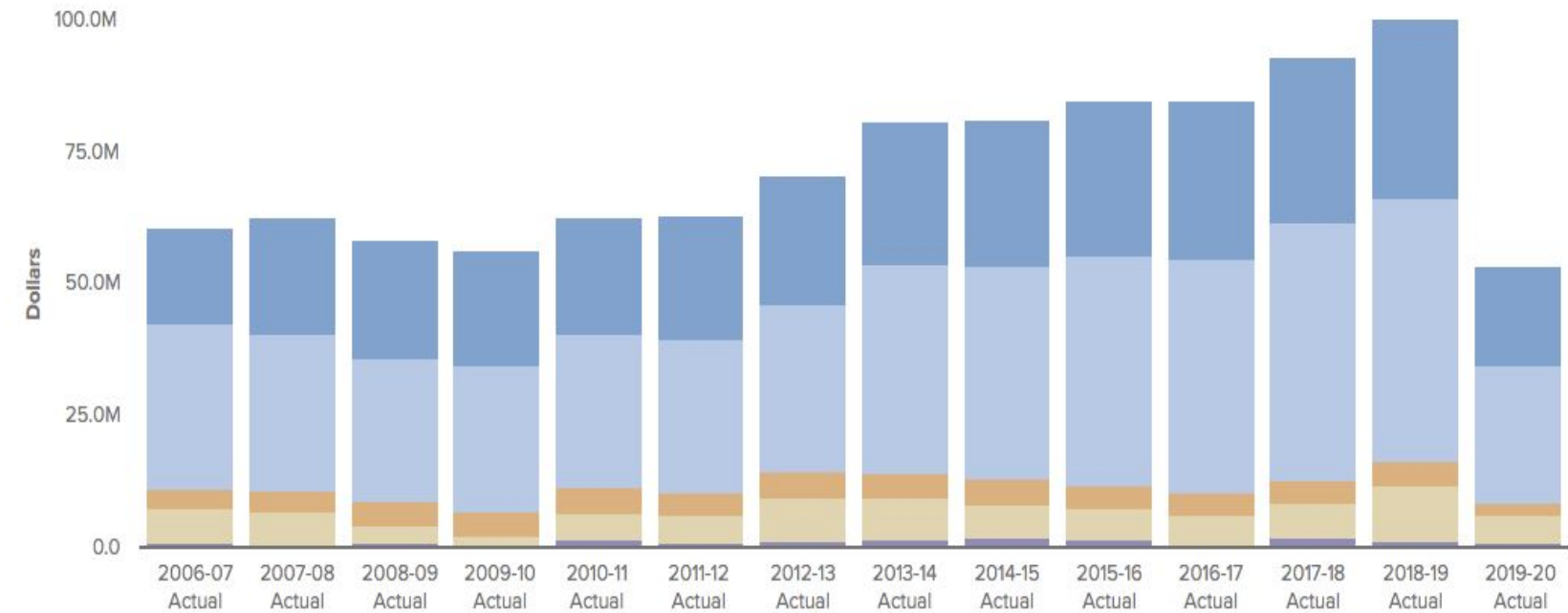
## Annual

Updated On 28 Jan, 2020

← Back History ▾ Reset

Broken down by  
**Expenses**

### Visualization



Sort By Chart of Accounts ▾

- Personnel Services
- Material and Services
- Debt Services
- Capital Outlay
- Transfer-Out, Contingency, ...

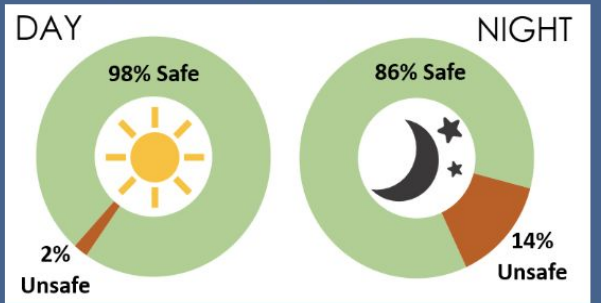


### Priority: Safe and Welcoming Neighborhoods

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%	31
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)

2

**Modern cloud software-as-a-service technology**

3

**2-week innovation cycle future proofs investment**

\$90m invested | Highest % spend on R&D

4

**Ability to tie budget to strategic initiatives and priorities**

5

**Purpose built for government**

6

**Over 200 years of government experience on staff**

7

**Local Partner**

15+ customers in Oregon & local OpenGov resources in State

8

**Implementation Methodology and Time-to-Value**

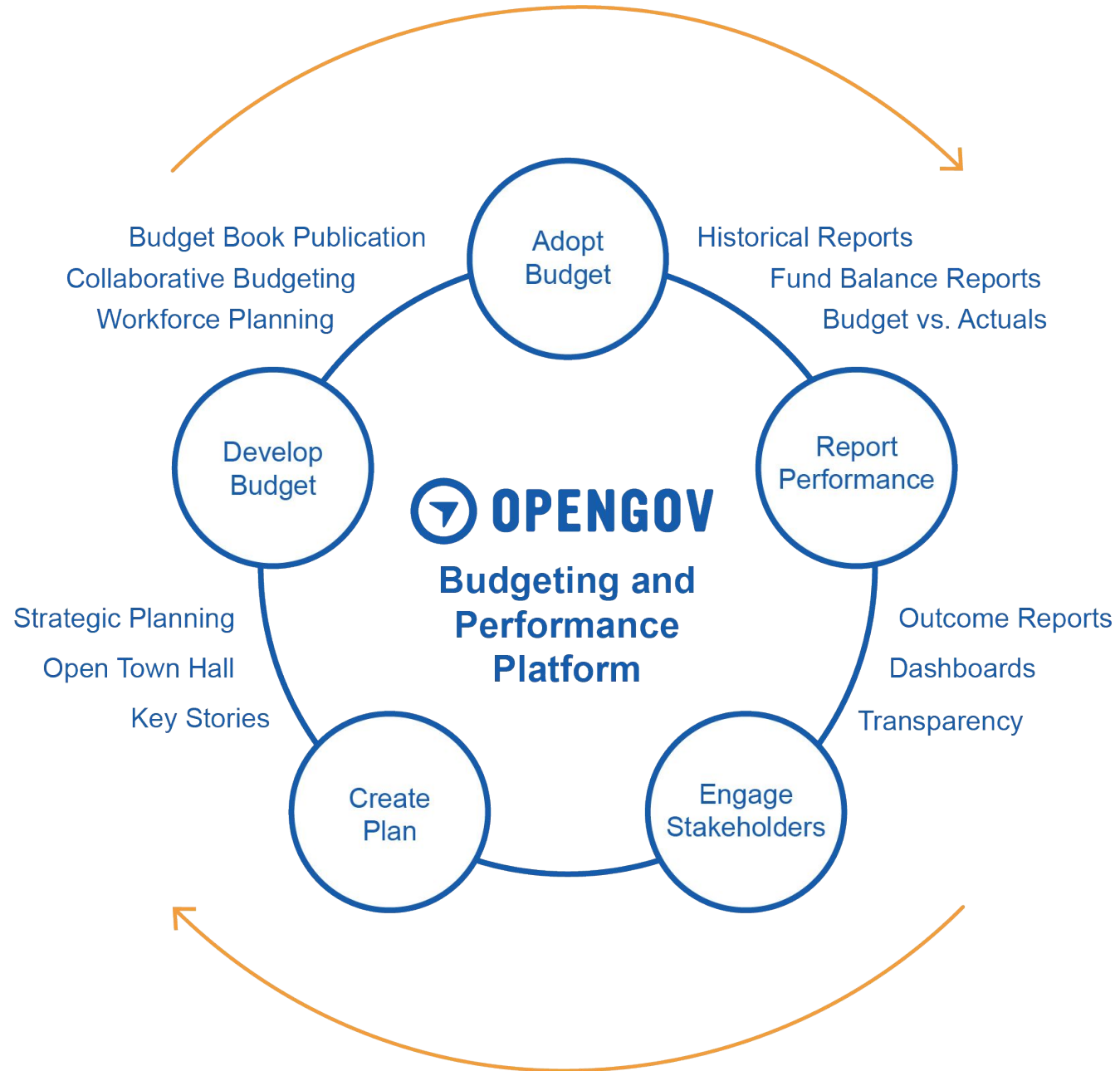
6 months vs. 1.5 years

9

**End-User ease-of-use**

10

**Only solution that integrates budgeting and outcome reporting for financial, non-financial and citizen engagement in a single cloud suite.**





OpenGov Inc. 955 Charter Street  
 Redwood City, CA 94063  
 United States

**Created On:** 2/11/2020  
**Order Form Expiration:** 2/29/2020  
**Subscription Start Date:** 3/1/2020  
**Subscription End Date:** 6/30/2025

**Prepared By:** Andrew Kercado  
**Email:** akercado@opengov.com  
**Contract Term:** 64 Months

Customer Information		Contact Name:		Billing Contact:	
<b>Customer:</b>	City of Umatilla, OR	<b>Contact Name:</b>	Melissa Ince	<b>Billing Contact:</b>	David Stockdale
<b>Bill To/Ship To:</b>	PO Box 130 Umatilla, OR 97882 United States	<b>Email:</b>	melissa@umatilla-city.org	<b>Email:</b>	david@umatilla-city.org
		<b>Phone:</b>	(541) 922-3226 x 104	<b>Phone:</b>	(541) 922-3226

Order Details	Description:
<b>Billing Frequency:</b> Annual <b>Payment Terms:</b> Net Thirty (30) Days	See Billing Table Below

**SOFTWARE SERVICES:**

Product / Service	Start Date	End Date	Annual Term	Annual Fee
Budgeting & Planning — Prorated Term	3/1/2020	6/30/2020	1	\$10,915.00
Budgeting & Planning — Year 1	7/1/2020	6/30/2021	1	\$27,650.00
Budgeting & Planning — Year 2	7/1/2021	6/30/2022	1	\$29,032.50
Budgeting & Planning — Year 3	7/1/2022	6/30/2023	1	\$30,484.13
Budgeting & Planning — Year 4	7/1/2023	6/30/2024	1	\$32,008.33
Budgeting & Planning — Year 5	7/1/2024	6/30/2025	1	\$33,608.75

**Annual Subscription:** See Billing Table

**PROFESSIONAL SERVICES:**

Product / Service	Description	Professional Services Payment 1:	Professional Services Payment 2:
OpenGov Deployment — One Time Fee (Fixed Fee)	Product configuration and setup, training, and ongoing support to help organizations deploy and adopt the OpenGov solutions described in the attached SOW.	\$13,651.00	\$11,169.00

**Billing Table:**

Billing Date	Amount Due
March 1, 2020	\$24,566.00
July 1, 2020	\$38,819.00
July 1, 2021	\$29,032.50
July 1, 2022	\$30,484.13
July 1, 2023	\$32,008.33
July 1, 2024	\$33,608.75

**Order Form Legal Terms**

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") attached, or if no such SSA is attached, the SSA available at <https://opengov.com/terms-of-service> and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

**City of Umatilla, OR**

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

**OpenGov, Inc.**

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





# Statement of Work

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City of Umatilla, OR

OpenGov Budget and Reporting Solution

Created By Shelley Millis-Wight and TJ Isselhard

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## 1. Objective

### 1.1. Summary

This Statement of Work (“SOW”) identifies services that OpenGov, Inc. (“OpenGov”) will perform for City of Umatilla, OR (“Customer”) pursuant to the order for Professional Services agreed to by the parties (“Order Form”) which references the Software Services Agreement or other applicable agreement entered into by the parties (the “Agreement”).

OpenGov will enable and support the Customer to deliver on the Scope of Work outlined below. The objective of this Statement of Work is to define the scope, activities, roles and responsibilities, and timeline necessary to successfully execute this deployment project. This project aims to implement the OpenGov Budget and Reporting Solution for the Customer to enable effective and accountable governing. This SOW defines the scope and deliverables for a successful implementation of the OpenGov Cloud.

### 1.2. Solution Overview

This SOW defines the scope and deliverables for a successful implementation of the OpenGov Cloud. OpenGov will provide Customer with OpenGov’s Platform and Operating Budget tool to enable Customer to manage Customer’s budget and generate and share reports on their Budget.

## 2. Scope

### 2.1. Project Scope

The project scope includes the following services and deliverables. Any items not specifically included in scope will be considered out of scope.

OpenGov will provide Professional Services to implement the OpenGov Budget and Reporting Solution. The below Phases and their associated tasks are organized based on Customer’s solution. Phases and tasks may start concurrently or prior to the previous Phase’s tasks being completed.

#### Phase 1: Kickoff and Project Planning Phase

- OpenGov to work with Customer to hold a Project Kickoff and create a Project Plan.

#### Phase 2: Chart of Accounts (CoA)

- Customer will provide OpenGov with source data for CoA.
- OpenGov will configure the CoA in OpenGov Platform for functional review
- OpenGov will train Customer administrator on these functionalities and secure Customer sign off.

### Phase 3: Financial Integration and OpenGov Platform

- OpenGov will work with Customer to configure Financial Integration with Caselle, Transparency, Reporting, and Dashboards.
- OpenGov will train Customer administrator on these functionalities and secure Customer sign off.

### Phase 4: Operating Budget and Workforce Planning

- OpenGov will work with Customer to configure Budget Builder for Operating Budget.
- OpenGov will work with Customer to configure Workforce Planning.
- OpenGov will train Customer administrator on these functionalities and secure Customer sign off.

### Phase 5: Online Budget Book

- OpenGov will work with Customer to configure the Online Budget Book.
- OpenGov will train Customer administrator on these functionalities and secure Customer sign off.

### Phase 6: Project Closure

## 2.2. Deliverables

<b>OpenGov Cloud - Budget and Reporting Solution</b>	
<b>Functionality</b>	<b>Deliverables</b>
<b>Chart of Accounts</b>	<ul style="list-style-type: none"> <li>• Review and feedback of Customer's source system general ledger chart of accounts</li> <li>• Chart of accounts functional build and review</li> <li>• Chart of accounts configuration and peer review</li> </ul>
<b>Financial Integration</b>	<ul style="list-style-type: none"> <li>• Integration of Customer Financial System</li> <li>• Integration of budget and actuals, with transaction-level detail up to 10 years</li> <li>• Single system connector</li> <li>• Design, map, and validate data from the system</li> </ul>
<b>OpenGov Platform</b>	<p><b>Transparency (Stories and Open Town Hall)</b></p> <ul style="list-style-type: none"> <li>• Configure 1 OpenGov standard story</li> <li>• Open Town Hall site setup and forum theming</li> <li>• Development of 1 standard Open Town Hall topic</li> </ul> <p><b>Reporting</b></p> <ul style="list-style-type: none"> <li>• 4 Standard Reports (Annual, Budget to Actuals, Change in Fund Balance and Transactions)</li> </ul>

	<ul style="list-style-type: none"> <li>• 4 department-specific Budget to Actuals reports</li> </ul> <p><b>Dashboards</b></p> <ul style="list-style-type: none"> <li>• OpenGov to create one dashboard using department specific budget to actual report and views above</li> <li>• OpenGov to train Customer Administrator on how to create dashboards and tiles using existing standard reports</li> </ul>
<b>Budget Builder</b>	<p><b>Operating Budget</b></p> <ul style="list-style-type: none"> <li>• Budget Builder setup to complete Customer's Operating Budget</li> <li>• Creation of up to 5 worksheet shells</li> <li>• 1 budgeting report (Milestones)</li> <li>• Workforce planning configuration based on Customer-provided documentation and cost elements</li> <li>• 1 Workforce plan</li> <li>• Data formatting and loading</li> <li>• Validate calculations</li> <li>• Administrator training</li> </ul>
<b>Online Budget Book</b>	<ul style="list-style-type: none"> <li>• Conceptualizing Sessions to build Online Budget Book</li> <li>• Customize up to 6 standard templates, including landing page, budget message, performance page, department page, capital page, and financial forecast to support Online Budget Book.</li> <li>• Administrator training</li> <li>• Go-live support up to one week</li> </ul>
<b>Total Prepaid Hours</b>	<b>146 hours</b>

### 2.3. Assumptions and Exclusions

- The concept of Prepaid Hours means that the Customer is purchasing a package with a set number of Professional Service hours to achieve the outlined deliverables. The hours are based on OpenGov's best estimate given reasonable assumptions outlined in section 4.2, Project Responsibilities. These hours should be adequate to achieve the deliverables, however if they are not, the Customer will need to purchase additional hours.
- Hours estimated above are for deployment of outlined deliverables. Any leftover hours may be utilized for additional professional services activities dictated by the Customer.

- For the Financial Integration,
  - The data will be linked to the Customer’s chart of accounts.
  - OpenGov will perform the validation for data accuracy for the Integration, working jointly with the Customer team to approve the Financial Integration data.
  - OpenGov will require assistance from the Customer to understand source system specific customizations and configurations when building the data extract.
  - If the integration is with Central Square, the Customer is responsible for getting data from Central Square system.
- If there is an FTP integration of 3 .CSV datasets,
  - The data will NOT be linked to the Customer’s chart of accounts.
  - The Customer will perform the validation for data accuracy for the Integration.
  - Customer will perform the data extraction from the source system and automate it to be dropped in OpenGov FTP location.

### **3. Schedule**

OpenGov will schedule resources for this project upon signature of the Order Form. Unless specifically noted, the OpenGov assigned project manager (or such alternate designated by OpenGov, the “OpenGov Project Manager”) will work with Customer to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and the deliverables provided by Customer.

## **4. Project Organization**

### **4.1. Project Team**

#### OpenGov

OpenGov will assign a Project Manager (the “OpenGov Project Manager”) upon execution of the Order Form. The OpenGov Project Manager will coordinate any additional resources needed from OpenGov.

#### Customer

Customer will assign a project manager (the “Customer Project Manager”) and technical resource prior to project kick-off. The Customer Project Manager will be the primary contact person at Customer and will coordinate all Customer resources needed to complete the project. It is anticipated that the areas of need will be in Finance, Data Gathering, and the IT department.

## 4.2. Project Responsibilities

The project responsibilities for each organization are outlined below:

### OpenGov

1. Manage delivery of in-scope items in coordination with Customer.
2. Make available deliverables to Customer project team for review and verification.
3. Provide relevant technical details and documentation for data requirements for Customer's environment.
4. Keep Customer Project Manager informed of project progress and communicate any issues relating to the project in a timely manner.
5. Establish documentation and procedural standards for the project.
6. Review and administer project change control, as described in Section 5, Change Control Procedures.
7. Ensure that all meetings and training sessions are attended by OpenGov personnel, as scheduled.
8. Budget Builder files are exported as .xlsx. OpenGov may assist in formatting that file, but cannot convert files to any other file types

### Customer

1. Make available a representative to serve as the primary contact for OpenGov Project Manager to coordinate project activities.
2. Make available appropriate representatives with the authority to review and approve deliverables produced during the project.
3. Make available appropriate Subject Matter Experts (SME) to support the project needs, test integrations and provide Customer environment specific technical details.
4. Setup firewall rules to allow incoming requests from OpenGov's proxy over HTTP/HTTPS to Customer systems.
5. Communicate any issues relating to the project to OpenGov Project Manager in a timely manner.
6. Provide acceptance of deliverables and Project in a timely manner.
7. If Integration services are purchased, Customer will be responsible for making any configuration changes or modifications to Financial System (ERP) to support integration and make available access for integration to OpenGov software. The Customer will be responsible for ensuring that the versions of Financial System (ERP) running on all environments remain the same across all environments.
8. Customer will be responsible for any infrastructure required to access OpenGov, and will maintain relevant non-OpenGov software licenses and infrastructure needed for this project i.e. accounting system licenses. Please note, OpenGov software is optimized for Google Chrome.
9. The Customer will be responsible for ensuring that all meetings and training sessions are attended by personnel, as scheduled.

## 5. Change Control Procedures

No amendments, changes or other modifications to this SOW will be effective without a written project change order, in the form attached hereto as Appendix 2 (a “Project Change Order”). The Project Change Order will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. The terms of a mutually agreed upon Project Change Order will prevail over those of this SOW or any previous Project Change Orders. Such Project Change Order may require additional charges, which will be set forth in the Project Change Order.

## **6. Fees and Expenses**

### **6.1. Fees and Payment Terms**

All fees and expenses will be paid in accordance with the Order Form to which this SOW is attached. For any Project Change Orders or for any new Professional Services, fees will be mutually agreed upon provided that any hourly fees shall be based on OpenGov’s then-current, applicable hourly rate.

### **6.2. Travel Expenses**

All rates and fees are exclusive of work-related travel, living and other expenses. Customer will be billed for actual expenses as incurred.

All Travel and Lodging expenses will be approved in advance in writing by the Customer Project Manager prior to OpenGov incurring any such expenses and booking non-refundable travel expenses. Such expenses shall be in compliance with Customer’s travel and expense guidelines provided to OpenGov.

Unless otherwise agreed to by the parties, such travel and expenses shall not exceed \$5,000 for the work specified in this SOW. If additional travel is needed as per discussion with the Customer, it will be mutually agreed upon and be billed as incurred.

## 1. Appendix 1

### Implementation Methodology

OpenGov uses an iterative methodology, with a focus on rapid implementation of a configured system. This methodology requires a degree of focus from the Customer and collaboration between both parties to complete work products in a timely manner.



#### 1. Analyze and Design

- a. **Key Activities:** Discovery, Design Sessions, Solution Document Review
- b. **Key Work Products:** Data Inventory, Functional Model Build, Process Flow Documents, Solution Document
- c. **Summary:** Analyze and Design Phase is the first step of the implementation project. The purpose of this phase is to define the success criteria of the project, make design decisions based on the functional model build, and begin gathering data that needs to be loaded into the OpenGov platform. At the end of the Phase, a Process Flow and Solution Document will be created that outlines how the solutions will be implemented.

#### 2. Configure Phase

- a. **Key Activities:** Application and Solution Configuration, Data Load
- b. **Key Work Products:** Solution Configuration, Peer Review
- c. **Summary:** The Configure Phase consists of application configuration, and solution configuration as defined in the Solution Document. OpenGov will also load the data gathered in the Analyze and Design Phase. The Phase ends with a Peer Review done by an OpenGov Subject Matter Expert to confirm that the solution follows OpenGov best practices.

#### 3. Validate Phase

- a. **Key Activities:** User Acceptance Testing, Data Confirmation
- b. **Key Work Products:** Data Validation, Customer Review
- c. **Summary:** The Validate Phase starts with a review of the entire solution with the Customer project team to confirm that all project elements have been implemented. Once that process has been completed, the Customer will validate that data is being represented accurately in the solution. If any issues are found, OpenGov team will assess the issue and resolve as needed. The Phase ends with the Acceptance of by the Customer.



#### 4. Deploy Phase

- a. **Key Activities:** Administrator Training
- b. **Key Work Products:** Project Documentation
- c. **Summary:** The purpose of the Deploy phase is to complete the Administrator Training process and prep for Go Live of the solution. All project documentation will be provided at this point to the Customer OpenGov Administrator documenting the solution configuration and any specific process flows or user guides. At this point, the solution will be configured and ready to Go Live to end users.

#### 5. Own and Enable Phase

- a. **Key Activities:** Go Live, User Training, Transition to Customer Success Manager and Technical Support
- b. **Key Work Products:** Project Acceptance, Transition
- c. **Summary:** The purpose of the Own and Enable phase is to complete the User Training process, Go Live with the solution, and begin Transition activities to close the project. Post Go Live Support is technical assistance with the project team and issue resolution for the solution during the two week period after Go Live. Once this period has passed, the Project team will begin working on transition activities to the Customer, the CSM, and the Customer Technical Support Function. The Project closes upon the acceptance of the project and a brief survey to provide feedback about the experience.

## OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this “**Agreement**”) is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 955 Charter Street, Redwood City, California 94063 (“**OpenGov**”) and the customer listed on the signature block below (“**Customer**”), as of the date of last signature below (the “**Effective Date**”). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services.

### 1. DEFINITIONS

“Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data shall not include any confidential personally identifiable information.

“Documentation” means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

“Feedback” means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

“Initial Term” means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

“Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

“Order Form” means OpenGov’s Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

“Renewal Term” means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

### 2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer (“**Software Services**”).

2.2 Support. Customer support is available by email to [support@opengov.com](mailto:support@opengov.com) or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours.

#### 2.3 Professional Services.

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work (“**SOW**”) agreed to by the parties (the “**Professional Services**”). For Professional Services performed on a time and materials basis, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses include cost of coach airfare travel round trip from the individual’s location to Customer’s location, reasonable hotel accommodations, ground transportation and meals.

### 3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

### 4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 Customer Data. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 Feedback. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

### 5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.2 "**Confidential Information**" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the

disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, "Confidential Information" does not include: (a) "**Public Data**," which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

## 6. PAYMENT OF FEES

### 6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term ("**Software Services Fees**") and the fees for Professional Services ("**Professional Services Fees**") are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as "**Fees**".

(b) Inflation Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 4% each year of the Renewal Term.

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov will invoice Customer for pre-approved travel expenses incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

6.2 Credit Card Customers. If applicable, Customer will provide OpenGov with valid credit card information and promptly notify OpenGov of any changes necessary to charge the credit card at [billing@opengov.com](mailto:billing@opengov.com). Please update your credit card information when necessary. The provision of credit card information to OpenGov authorizes OpenGov to charge the credit card for all applicable Fees plus a 3% credit card processing fee. OpenGov processes credit card payments through a secure third party processing partner and does not take receipt of credit card information itself.

6.3 Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

## 7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "**Initial Term**").

7.2 Renewal. Unless either party terminates this Agreement in writing no less than thirty (30) days before the end of the Initial Term, this Agreement shall renew for another period of the same duration as the Initial Term (the "**Renewal Term**" and together with the Initial Term, the "**Term**").

7.3 Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement.

**7.4 Non-Appropriation.** Customer may terminate this Agreement, upon providing at least ninety (90) days notice prior to the annual anniversary date of the Agreement ("Anniversary Date") upon the occurrence of an Event of Non-Appropriation as defined below. An "Event of Non-Appropriation" occurs when Customer's governing body fails to approve, allocate or otherwise appropriate funds for the next fiscal year sufficient for the payment of the next year's fees set forth herein, provided that: a) prior to each Anniversary Date, Customer uses all reasonable efforts that are lawful and within Customer's official power and subject to the inherent discretion of the governing body, to secure the appropriate funds for the next year's Fees, including indicating the Software Services serve an essential purpose to Customer; and b) prior to each Anniversary Date, Customer has not acquired products or services or issued a request for proposals for similar products or services during this period which are similar to the Software Services or has not hired any third party or allowed its own employees to use other services in place of the Software Services. Customer shall permit OpenGov to assist with the efforts in a) above, including providing OpenGov with direct access to Customer's applicable appropriations team.

**7.5 Effect of Termination.**

(a) **In General.** Upon termination or expiration of this Agreement: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) **Deletion of Customer Data.** If Customer requests deletion of its Customer Data in writing prior to the date of termination or expiration of this Agreement, then OpenGov will permanently and irrevocably delete Customer Data, excluding any Insights, stored by its cloud hosting provider within ten (10) days of the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

**7.6 Survival.** The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

**8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER**

**8.1 By OpenGov.**

(a) **General Warranty.** OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) **Software Services Warranty.** OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

**8.2 By Customer.** Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED “AS IS” AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

**9. LIMITATION OF LIABILITY**

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY’S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY’S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party’s intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party’s unauthorized use, distribution, or disclosure of the other party’s intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

**10. MISCELLANEOUS**

10.1 Logo Use. OpenGov shall have the right to use and display Customer’s logos and trade names for marketing and promotional purposes in connection with OpenGov’s website and marketing materials, subject to Customer’s trademark usage guidelines provided to OpenGov.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices required by the Agreement (in Sections where the word “notice” appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party’s intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities,

or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.10 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in San Mateo County, California, and the parties hereby submit to the personal jurisdiction and venue therein.

10.11 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

**Signatures**

Customer: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**OPENGOV, INC.**  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

Community Development Quarterly Report

**Meeting Date:**

2020-02-18

**Department:**

Community Development

**Director:**

Brandon Seitz

**Contact Person:**

Brandon Seitz

**Phone Number:**

541-922-3226x103

**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:**

[CDD-Quarterly\\_Report\\_2nd\\_Qtr\\_19-20.docx](#)

**Summary Statement:**

Suggestion Action: Discussion.

**Consistent with Council Goals:**

Goal 3: Enhance and Cultivate Relationships and Partnerships.





# COMMUNITY DEVELOPMENT DEPARTMENT QUARTERLY REPORT

**2<sup>nd</sup> Quarter FY 2019-2020**

## COMMUNITY DEVELOPMENT HIGHLIGHTS

1. **Staffing Changes** – The Community Development Department (CDD) has undergone a number of staffing changes so far this year. As the City continues to grow, the CDD has moved towards performing building inspections in-house. With the increased work load it was necessary to add additional staff to review and process current planning applications. The City created a new Associate Planner position to assume those responsibilities. Jacob Foutz was hired and started in mid-August. Jacob recently graduated from BYU with a degree in Urban and Regional Planning. Former Community Development Director, Tamra Mabbott, accepted a new position as the Eastern Oregon Regional Representative with the Department of Land Conservation and Development and her last day was in December. While Tamra will be missed, we look forward to working with her in her new role with the State. With Tamra's departure there were a few other changes internally. Code Enforcement Officer, Tisa Coffey, was reassigned from the CDD to the Police Department and City Planner, Brandon Seitz, was appointed as Interim Community Development Director.
2. **Downtown Revitalization Grant** – The City approved three applications for the downtown revitalization grant program for Columbia Harvest Foods, Reece Complete Security Solutions and the Umatilla School District.
  - a. **Columbia Harvest Foods (The Cowboy)**



**b. Reece Complete Security Solution**



**c. Umatilla School District**



- 3. City Trail Plan** – The Parks & Recreation Committee and Planning Commission completed their review of the Trail Plan and both recommended approval to the City Council. Staff finalized the plan and the City Council adopted the Trail Plan at their February Council meeting.
- 4. Grant Opportunities** – CDD staff continues to work with other departments to help leverage grant funding. The City was successful with obtaining a grant from Oregon Department of Parks and Recreation for a new restroom facility at Kiwanis Park and a grant to create a Master Park Plan.
- 5. Community Development Block Grant** – CDD staff is assisting with development of a Community Development Block Grant application to extend water and waste water to the Power City and Brownell (just north of the Port of Entry) areas. CDD has hosted a number of community meetings with the Power City area residents. As a result of that discussion, the City is moving forward with development of a new residential zone that would allow livestock within city limits on larger lots. Staff hopes to have the new residential zone ready for consideration of adoption in the coming months.
- 6. Residential Development** – The City continues to see residential development with three subdivisions in various stages of construction. In addition, Planning Commission recently approved an 81-lot subdivision with Phase 1 (27-lots) expected to break ground this year.

**Riverwood Estates** is a 20-lot subdivision located in McNary with roads and utilities nearly complete.



**Hayden River Estates (Phase 4)** is a 26-lot subdivision located along Powerline Road in the Southhill area. Construction of streets and utilities is complete and the City has received/issued several applications for new homes.



**Cheryl's Place** is a 26-lot subdivision also located along Powerline Road in the Southhill area. Construction is ongoing with an anticipated spring 2020 completion date for the roads and utilities.



## DIVISION REPORTS

### Planning Division

Number of Applications	Type of Application
2	Site Plan Review
2	Partition
2	Subdivision
3	Plan Amendments
1	Zone Change
6	Zoning Permit
3	Annexation
1	Conditional Use
1	Property Line Adjustment
1	Variance
<b>22</b>	<b>Total Permit Issued</b>

## Building Division

Quarter	# of Permits Issued	\$ Value	Fees Collected
1 <sup>st</sup> Quarter	43	\$ 41,215,776.30	\$432,932.87
2 <sup>nd</sup> Quarter	42	\$ 18,396,270.66	\$141,594.65
3 <sup>rd</sup> Quarter			
4 <sup>th</sup> Quarter			
<b>TOTAL:</b>	<b>85</b>	<b>\$ 59,612,046.96</b>	<b>\$574,527.52</b>

## Parks & Rec Division

- **Trick or Treat on 6<sup>th</sup> Street** - This year we went with a free for all theme with other businesses on 6<sup>th</sup> Street. We also requested ODOT close 6<sup>th</sup> Street and reroute vehicles to 5<sup>th</sup> Street. City Hall decorated with a Harry Potter theme. Thanks to all the office staff who put in a lot of work!
- **Touch-a-Truck event** was held the first weekend in November. The participants included Oregon State Police, City Police, National Guard, Fire Department and many more. For our first annual event it was very successful and enjoyed by many community members.
- **New Marina Concessionaires** started the first week of November. We are excited to have them and see what changes they will bring to our Marina.
- **Fall Community Clean-Up** was very successful. Although very cold out we had quite a few residents who took advantage of our roadside pick up with help of our public works crew.



CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

FY 2018-19 Audit Review

**Meeting Date:**

2020-02-18

**Department:**

Finance & Administrative  
Services

**Director:**

Melissa Ince

**Contact Person:**

Melissa Ince

**Phone Number:**

5419223226

**Cost of Proposal:**

N/A

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

N/A

**Amount Budgeted:**

N/A

**Reviewed by Finance Department:**

Yes

**Previously Presented:**

N/A

**Attachments to Agenda Packet Item:**

[FY 2018-19 Audit Letter.pdf](#)

**Summary Statement:**

No action needed.

**Consistent with Council Goals:**

Goal 5 : Perform at the Highest Levels of Operational Excellence

**BARNETT & MORO, P.C.**  
CERTIFIED PUBLIC ACCOUNTANTS

495 E. Main  
Hermiston, OR 97838  
(541) 567-5215  
(541) 567-0497 Fax

DENNIS L. BARNETT, C.P.A.  
KRISTIE L. SHASTEEN, C.P.A.  
CAMERON W. ANDERSON, C.P.A.  
RICHARD L. STODDARD, C.P.A.  
BETSY J. BENNETT, C.P.A.  
PAUL A. BARNETT, C.P.A.  
REBECCA K. RAMOS BAUTISTA, C.P.A.  
MITCHELL L. BOYLAN, C.P.A.  
.....  
GERALD J. MORO, C.P.A. EMERITUS

December 27, 2019

Mayor and Council Members  
City of Umatilla  
P.O. Box 130  
Umatilla, OR 97882

Ladies and Gentlemen:

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Umatilla, Oregon for the year ended June 30, 2019. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated May 6, 2019. Professional standards also require we communicate to you the following information related to our audit.

Significant Audit Matters

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by City of Umatilla, Oregon are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ending June 30, 2019. We noted no transactions entered into by the City of Umatilla, Oregon during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City of Umatilla, Oregon's financial statements was:

Management's estimate of the allocation of expenditures and revenues by fund and the provision for depreciation. We evaluated the key factors and assumptions used to develop these estimates in determining that it is reasonable in relation to the financial statements taken as a whole.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.



### Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

### Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

### Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 27, 2019.

### Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

### Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

### Other Matters

We were engaged to report on the supplementary information and other financial schedules, which accompany the financial statements but are not RSI. With respect to the supplementary information and other financial schedules accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with the modified cash basis of accounting, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information and other financial schedules to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

City of Umatilla  
Page 3  
December 27, 2019

We were not engaged to report on the Management's Discussion and Analysis, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction of Use

This information is intended solely for the information and use of the mayor, city council, and management of the City of Umatilla, Oregon and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

BARNETT & MORO, P.C.

A handwritten signature in blue ink, appearing to read "Kristie L. Shasteen".

Kristie L. Shasteen, CPA

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:**

2020-02-18

**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:**

N/A

**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 the scope of the proposed projects.

A second hearing will be held on March 3, 2020 at 7:00 pm 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.

CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

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.

**Meeting Date:**

2020-02-18

**Department:**

Finance & Administrative Services

**Director:**

Melissa Ince

**Contact Person:**

Melissa Ince

**Phone Number:**

**Cost of Proposal:**

\$2,892,420

**Amount Budgeted:**

\$2,342,420

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

Sewer - 03

**Reviewed by Finance Department:**

Yes

**Previously Presented:**

11/03/2017

**Attachments to Agenda Packet Item:**

[RES 43-2020.docx](#)

**Summary Statement:**

The City Council had previously authorized the Mayor to enter into a DEQ Clean Water State Revolving Fund Loan Agreement No. R93052, for a loan of \$2,342,420.00 to be used for the City's Industrial Wastewater Recycling project. The one bid received on the project exceeded engineering estimates by over \$400,000. Engineering fees were reduced and City public works staff took on a greater role in on-site monitoring to offset some of the overage. The project is nearing completion and the contractor has approximately \$260,000 in change orders related to additional rock blasting, trench resurfacing, quantity correction on native plant seeding and the need for solar power at the outfall structure. The City is requesting an increase of \$550,000 to the existing loan. The increase is higher than the cumulative effect of the overage to prevent us from having to request another increase in the event of additional change orders.

Suggested Action: Motion to approve Resolution No. 43-2020

**Consistent with Council Goals:**

Goal 2: Promote Economic Development and Job Growth.

**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.**

**WHEREAS**, the City Council had previously authorized the Mayor to enter into Clean Water State Revolving Fund Loan Agreement No. R93052 with the State of Oregon acting by and through its Department of Environmental Quality, for a loan of \$2,342,420.00 to be used for the city's Industrial Wastewater Recycling project.; and

**WHEREAS**, the Industrial Wastewater construction contract exceeded engineer estimates by over \$400,000 and the City was able to make up some of that overage with a substantial reduction in engineering fees; and

**WHEREAS**, the contractor has incurred additional project expenses that warrant change orders of over \$260,000 such as additional rock blasting, trench resurfacing, higher quantity needed of native plant seeding and the need for solar power to the outfall structure; and

**WHEREAS**, the State of Oregon acting by and through its Department of Environmental Quality, is willing to provide a loan increase of \$550,000 to a total of \$2,892,420.00 to the City of Umatilla to be used for the city's Industrial Wastewater Recycling project,

**NOW THEREFORE**, The City of Umatilla Resolves as Follows:

1. That the Mayor of the City of Umatilla is authorized to sign an amendment to Clean Water State Revolving Fund Loan Agreement No. R93052 on behalf of the City.
2. The loan amount of \$2,342,420 shall be increased by \$550,000 to a new total of \$2,892,420.

Approved by the Council and signed by the Mayor this 18<sup>th</sup> day of February, 2020

---

Mary Dedrick, Mayor

ATTEST:

---

Nanci Sandoval, City Recorder

**City of Umatilla**

# Utility Rate & SDC Study Update

February 18, 2020

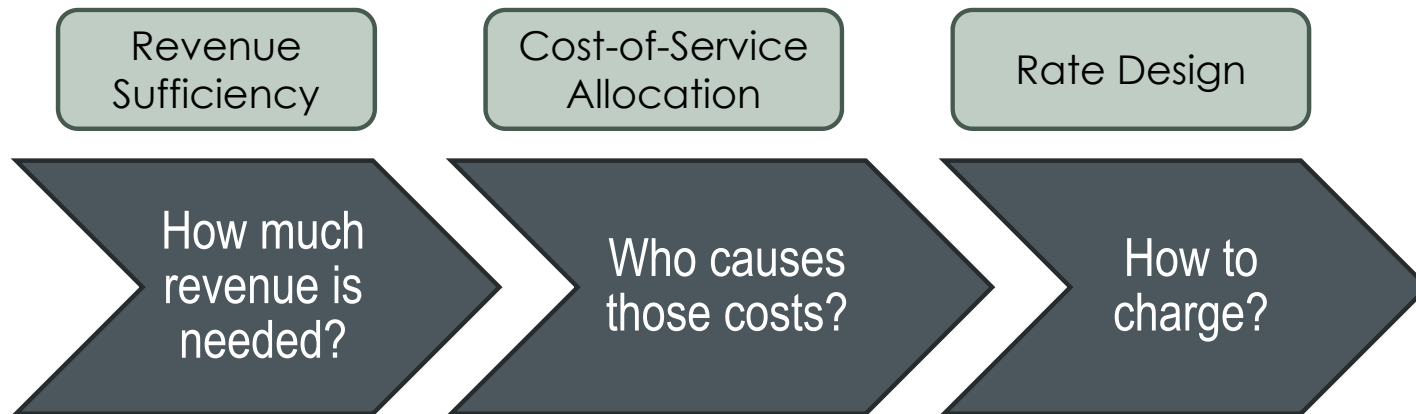






## Components of a Rate Study

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## Key Assumptions

---

### Annual Cost Inflation

- Salaries: 2.10%
- Benefits: 3.10%
- Other Operating Costs: 2.3%
- Construction Costs: 3.0%

### Annual Customer Growth Rates

- FYs 2019-20 through 2021-22: 2.5%
- FYs 2022-23 through 2037-38: 1.8%

### Operating Forecast

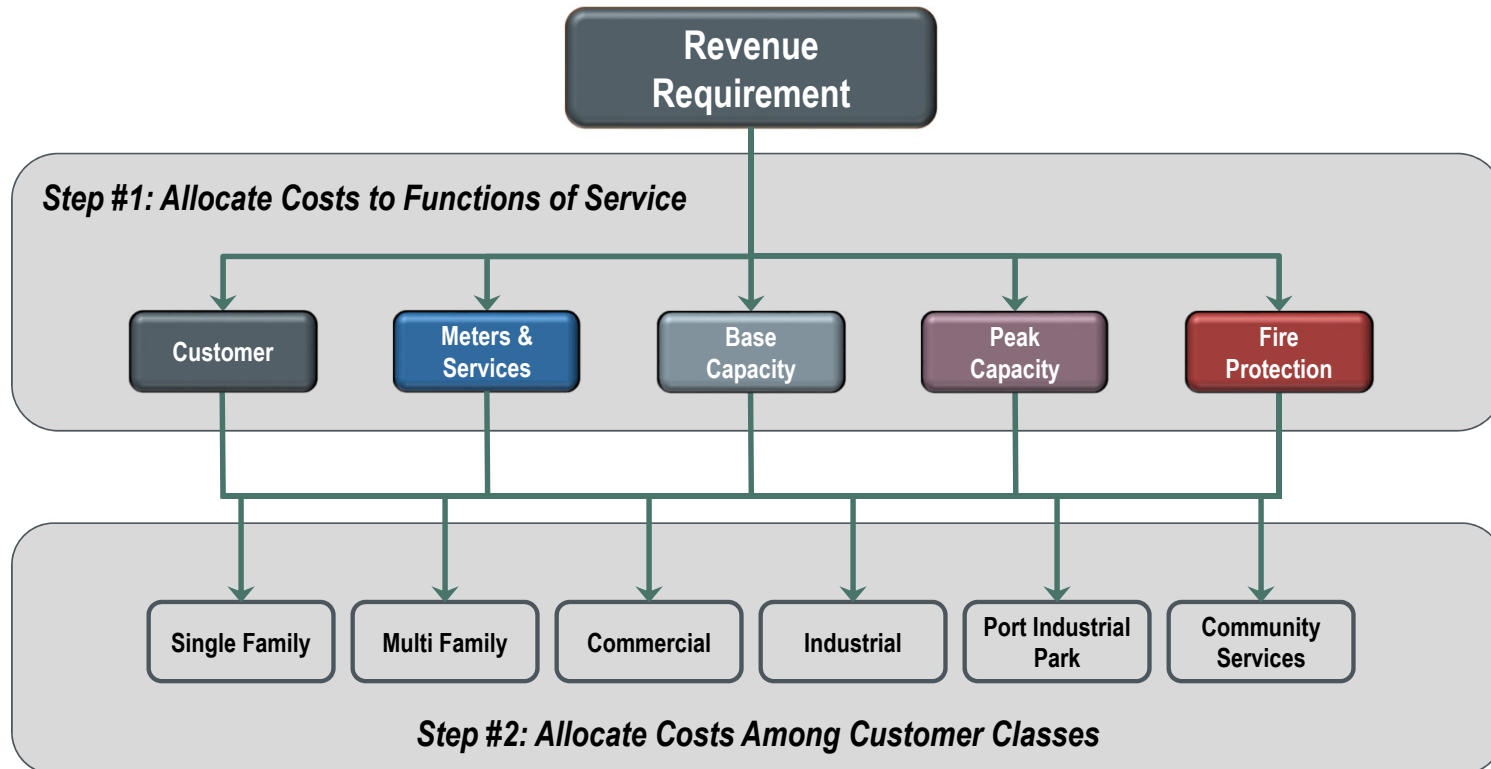
- Rate revenue based on FY 2018-19 actuals, validated with customer billing statistics
- Operating costs and non-rate revenues based on FY 2019-20 Budget
  - Adjusted for inflation in future years

### Future Debt Issuance

- Interest Rate: 4.0% - 5.0%
- Repayment Term: 20 Years
- Issuance Costs: 1.0% of amount issued



# Water COSA Methodology





## Water Rates – Cost of Service Analysis

Class	2021 Revenues at Current Rates	2021 Cost of Service	Difference	Rate Adj. to Cover Variance
Single Family	\$709,339	\$772,593	\$63,255	8.9%
Multi Family	\$77,242	\$98,617	\$21,376	27.7%
Commercial	\$47,870	\$56,890	\$9,020	18.8%
Industrial	\$168,093	\$210,932	\$42,839	25.5%
Port Industrial Park	\$171,212	\$223,492	\$52,279	30.5%
Large Community Services	\$16,981	\$21,114	\$4,133	24.3%
Schools	\$29,043	\$49,408	\$20,365	70.1%
Community Services	\$0	\$91,677	\$91,677	0.0%
<b>Total</b>	<b>\$1,219,779</b>	<b>\$1,524,724</b>	<b>\$304,945</b>	<b>25.0%</b>

### Revenue Requirements

- 25% in FY 2020-21
- 6% in FY 2021-22 through 2024-25
- 2% thereafter

### Debt Issuances

- \$0.5 million FY 2021-22
- \$4.8 million in FY 2023-24



## Rate Option 1 – Across the Board (ATB) Increases

ATB Rate Schedule	Existing	ATB	ATB	ATB	ATB
Date of Adjustment:	7/1/2019	7/1/2020	7/1/2021	7/1/2022	7/1/2023
Annual System-Wide Rate Increase	12.0%	25.0%	6.0%	6.0%	6.0%
<b>Base Monthly Fee:</b>					
3/4" & Smaller	\$ 16.54	\$ 20.68	\$ 21.92	\$ 23.23	\$ 24.62
1"	\$ 19.40	\$ 24.25	\$ 25.71	\$ 27.25	\$ 28.88
1.5"	\$ 25.65	\$ 32.06	\$ 33.99	\$ 36.03	\$ 38.19
2"	\$ 32.46	\$ 40.58	\$ 43.01	\$ 45.59	\$ 48.33
3"	\$ 47.07	\$ 58.84	\$ 62.37	\$ 66.11	\$ 70.08
4"	\$ 64.64	\$ 80.80	\$ 85.65	\$ 90.79	\$ 96.23
6"	\$ 64.64	\$ 80.80	\$ 85.65	\$ 90.79	\$ 96.23
3/4" Senior	\$ 14.89	\$ 18.61	\$ 19.72	\$ 20.91	\$ 22.16
3/4" Hardship	\$ 12.41	\$ 15.51	\$ 16.44	\$ 17.43	\$ 18.48
<b>Port Industrial Park Base Monthly Fee</b>					
3/4" & Smaller	\$ 62.28	\$ 77.85	\$ 82.52	\$ 87.47	\$ 92.72
1"	\$ 88.74	\$ 110.93	\$ 117.58	\$ 124.64	\$ 132.11
1.5"	\$ 146.89	\$ 183.61	\$ 194.63	\$ 206.31	\$ 218.69
2"	\$ 210.37	\$ 262.96	\$ 278.74	\$ 295.46	\$ 313.19
3"	\$ 342.60	\$ 428.25	\$ 453.95	\$ 481.18	\$ 510.05
4"	\$ 509.22	\$ 636.53	\$ 674.72	\$ 715.20	\$ 758.11
6"	\$ 509.22	\$ 636.53	\$ 674.72	\$ 715.20	\$ 758.11
<b>Consumption Rate</b>					
Per 1,000 gallons	\$ 1.68	\$ 2.10	\$ 2.23	\$ 2.36	\$ 2.50
Per 1,000 gallons, Senior	\$ 1.51	\$ 1.89	\$ 2.00	\$ 2.12	\$ 2.25
Per 1,000 gallons, Hardship	\$ 1.26	\$ 1.58	\$ 1.67	\$ 1.77	\$ 1.88

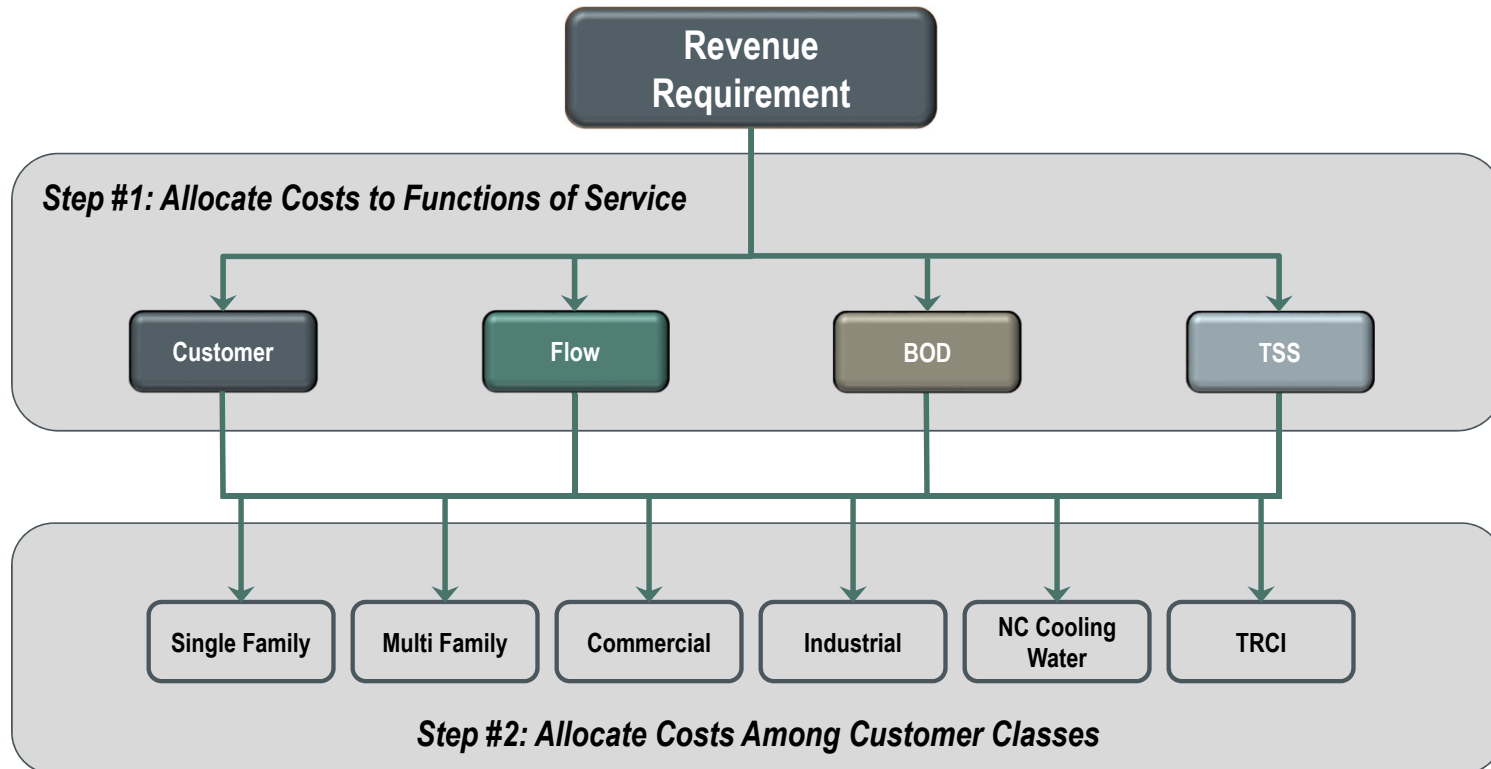


# Rate Option 2 – Cost of Service (COS) Increases

<b>COS Rate Schedule</b>	<b>ATB</b>	<b>ATB</b>	<b>ATB</b>	<b>ATB</b>	<b>ATB</b>
Date of Adjustment:	<b>7/1/2019</b>	<b>7/1/2020</b>	<b>7/1/2021</b>	<b>7/1/2022</b>	<b>7/1/2023</b>
Annual System-Wide Rate Increase	<b>12.0%</b>	<b>25.0%</b>	<b>6.0%</b>	<b>6.0%</b>	<b>6.0%</b>
<b>Base Monthly Fee:</b>					
3/4" & Smaller	\$ 16.54	\$ 19.03	\$ 20.17	\$ 21.38	\$ 22.67
1"	\$ 19.40	\$ 41.59	\$ 44.09	\$ 46.73	\$ 49.54
1.5"	\$ 25.65	\$ 79.20	\$ 83.95	\$ 88.98	\$ 94.32
2"	\$ 32.46	\$ 124.32	\$ 131.78	\$ 139.69	\$ 148.07
3"	\$ 47.07	\$ 244.65	\$ 259.33	\$ 274.89	\$ 291.38
4"	\$ 64.64	\$ 380.02	\$ 402.82	\$ 426.99	\$ 452.61
6"	\$ 64.64	\$ 756.05	\$ 801.41	\$ 849.50	\$ 900.47
<b>3/4" Senior</b>					
	\$ 14.89	\$ 17.13	\$ 18.16	\$ 19.25	\$ 20.40
<b>3/4" Hardship</b>					
	\$ 12.41	\$ 14.27	\$ 15.13	\$ 16.04	\$ 17.00
<b>Port Industrial Park Base Monthly Fee</b>					
3/4" & Smaller	\$ 62.28	\$ 40.87	\$ 43.32	\$ 45.92	\$ 48.67
1"	\$ 88.74	\$ 90.57	\$ 96.01	\$ 101.77	\$ 107.88
1.5"	\$ 146.89	\$ 173.42	\$ 183.82	\$ 194.85	\$ 206.54
2"	\$ 210.37	\$ 272.83	\$ 289.20	\$ 306.55	\$ 324.95
3"	\$ 342.60	\$ 537.94	\$ 570.21	\$ 604.42	\$ 640.69
4"	\$ 509.22	\$ 836.18	\$ 886.35	\$ 939.53	\$ 995.90
6"	\$ 509.22	\$ 1,664.62	\$ 1,764.50	\$ 1,870.37	\$ 1,982.59
<b>Consumption Rate</b>					
Single Family	\$ 1.68	\$ 1.67	\$ 1.77	\$ 1.88	\$ 1.99
Single Family Senior	\$ 1.51	\$ 1.51	\$ 1.60	\$ 1.69	\$ 1.79
Single Family Hardship	\$ 1.26	\$ 1.25	\$ 1.33	\$ 1.41	\$ 1.49
Multi Family	\$ 1.68	\$ 1.60	\$ 1.69	\$ 1.79	\$ 1.90
Commercial	\$ 1.68	\$ 1.28	\$ 1.36	\$ 1.44	\$ 1.52
Industrial	\$ 1.68	\$ 2.06	\$ 2.18	\$ 2.31	\$ 2.45
Port Industrial Park	\$ 1.68	\$ 1.54	\$ 1.63	\$ 1.73	\$ 1.83
Large Community Services	\$ 1.68	\$ 1.33	\$ 1.41	\$ 1.50	\$ 1.59
Schools	\$ 1.68	\$ 2.34	\$ 2.48	\$ 2.63	\$ 2.78
Community Services	\$ -	\$ -	\$ -	\$ -	\$ -



# Wastewater COSA Methodology





## Wastewater Rates – Cost of Service Analysis

Class	2021 Revenues at Current Rates	2021 Cost of Service	Difference	Rate Adj. to Cover Variance
Single Family	\$739,328	\$790,516	\$51,188	6.9%
Multi Family	\$141,154	\$154,953	\$13,799	9.8%
Commercial	\$154,134	\$165,193	\$11,060	7.2%
Industrial	\$21,903	\$26,289	\$4,386	20.0%
NC Cooling	\$168,218	\$371,249	\$203,031	120.7%
TRCI	\$419,172	\$563,123	\$143,951	34.3%
<b>Total</b>	<b>\$1,643,907</b>	<b>\$2,071,323</b>	<b>\$427,416</b>	<b>26.0%</b>

### Revenue Requirements

- 26% in FY 2020-21
- 6% in FY 2021-22 through 2027-28
- 2% thereafter

### Debt Issuances

- \$3.0 million FY 2024-25
- \$12.3 million in FY 2027-28
- \$6.2 million in FY 2035-36





## Rate Option 1 – Across the Board (ATB) Increases

ATB Rate Schedule	Existing	ATB	ATB	ATB	ATB
Date of Adjustment:	7/1/2019	7/1/2020	7/1/2021	7/1/2022	7/1/2023
Annual System-Wide Rate Increase		26.0%	6.00%	6.00%	6.00%
<b>Base Monthly Fee:</b>					
Single Family	\$ 43.43	\$ 54.72	\$ 58.01	\$ 61.49	\$ 65.17
Single Family Hardship	\$ 39.09	\$ 49.25	\$ 52.21	\$ 55.34	\$ 58.66
Single Family Vacation	\$ 13.57	\$ 17.10	\$ 18.12	\$ 19.21	\$ 20.36
Multi Family	\$ 37.32	\$ 47.02	\$ 49.84	\$ 52.84	\$ 56.01
Commercial	\$ 43.43	\$ 54.72	\$ 58.01	\$ 61.49	\$ 65.17
Industrial	\$ 43.43	\$ 54.72	\$ 58.01	\$ 61.49	\$ 65.17
TRCI	\$ 34,931.00	\$ 44,013.06	\$ 46,653.84	\$ 49,453.07	\$ 52,420.26
<b>Non-Residential Commodity Rates - per each additional 7000 gallons:</b>					
Commercial	\$ 43.43	\$ 54.72	\$ 58.01	\$ 61.49	\$ 65.17
Industrial	\$ 43.43	\$ 54.72	\$ 58.01	\$ 61.49	\$ 65.17
NC Cooling Water	\$ 43.43	\$ 54.72	\$ 58.01	\$ 61.49	\$ 65.17



## Rate Option 2 – Cost of Service (COS) Increases

COS Rate Schedule	Existing	ATB	ATB	ATB	ATB
Date of Adjustment:	7/1/2019	7/1/2020	7/1/2021	7/1/2022	7/1/2023
<b>Annual System-Wide Rate Increase</b>		26.0%	6.00%	6.00%	6.00%
<b><u>Base Monthly Fee:</u></b>					
Single Family	\$ 43.43	\$ 46.90	\$ 49.72	\$ 52.70	\$ 55.86
Single Family Hardship	\$ 39.09	\$ 42.22	\$ 44.75	\$ 47.44	\$ 50.28
Single Family Vacation	\$ 13.57	\$ 14.66	\$ 15.53	\$ 16.47	\$ 17.46
Multi Family	\$ 37.32	\$ 41.80	\$ 44.31	\$ 46.96	\$ 49.78
Commercial	\$ 43.43	\$ 49.51	\$ 52.48	\$ 55.63	\$ 58.97
Industrial	\$ 43.43	\$ 54.35	\$ 57.61	\$ 61.06	\$ 64.73
TRCI	\$ 34,931.00	\$ 47,855.47	\$ 50,726.80	\$ 53,770.41	\$ 56,996.63
<b><u>Non-Residential Commodity Rates - per 7000 gallons:</u></b>					
Commercial	\$ 43.43	\$ 49.51	\$ 52.48	\$ 55.63	\$ 58.97
Industrial	\$ 43.43	\$ 54.35	\$ 57.61	\$ 61.06	\$ 64.73
NC Cooling Water	\$ 43.43	\$ 87.75	\$ 93.02	\$ 98.60	\$ 104.52



## Impact to Average Residential Customer – COS Method

Service	Current Rates	Increase (Decrease)	New Rate
Water ¾" Base Rate	\$16.54	\$2.49	\$19.03
Water Usage Charge	\$42.00	(\$0.25)	\$41.75
Sewer – Single Family	\$43.43	\$3.47	\$46.90
<b>Average Monthly Bill</b>	<b>\$101.97</b>	<b>\$5.71</b>	<b>\$107.68</b>

**Assumptions:**

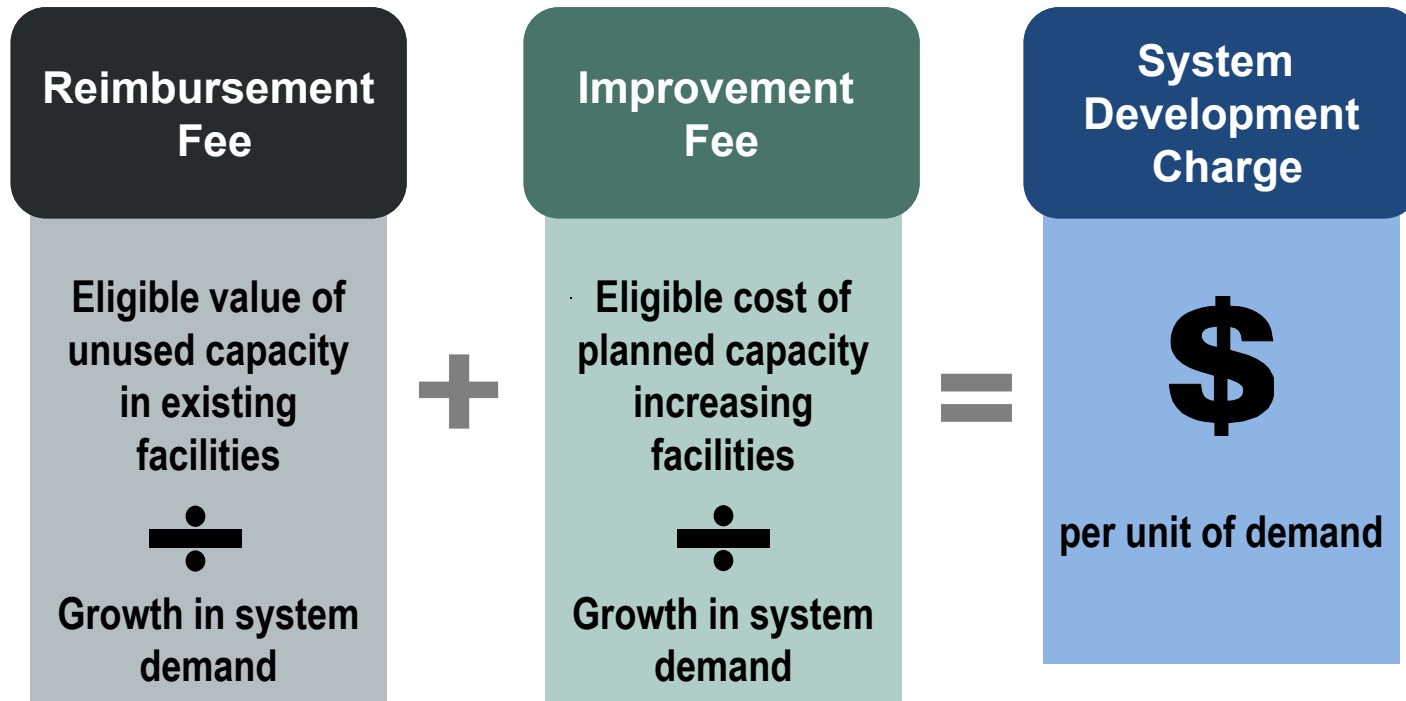
- Based on average monthly consumption of 25,000 gallons.

**Average monthly increase:**

- 5.6%



## The SDC Calculation



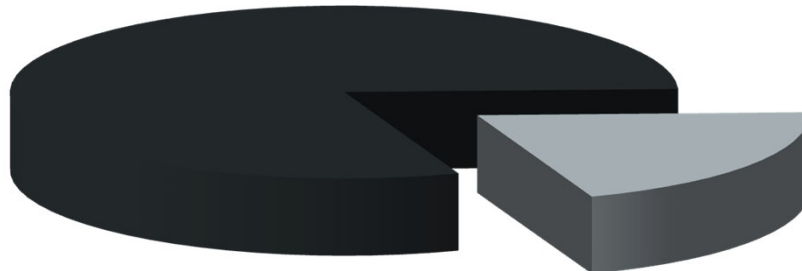


## Reimbursement Fee Cost Basis



### Sample Existing Facilities Cost

*reimbursement fee eligible*



*Unused Capacity*



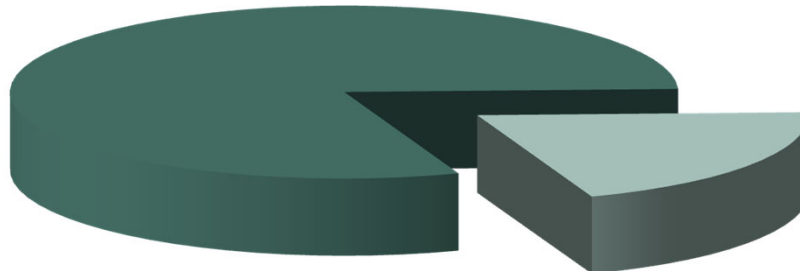
# Improvement Fee Cost Basis



## Sample Planned Capital Costs

*improvement fee eligible*

*To Serve Existing Customers*



*Capacity Increasing*



## Wastewater System Development Charges

Meter Size	Flow Factor (5/8" x 3/4" Base)	Proposed	Existing	Difference
5/8" x 3/4"	1.00	\$9,130	\$743	\$8,387
1"	2.50	\$22,825	\$988	\$21,837
1 1/2"	5.00	\$45,650	\$1,486	\$44,164
2"	8.00	\$73,039	\$1,981	\$71,058
3"	16.00	\$146,078	\$2,972	\$143,106
4"	25.00	\$228,248	\$3,963	\$224,285
6"	50.00	\$456,495	\$5,944	\$450,551
8"	80.00	\$730,392	\$7,925	\$722,467



## Water System Development Charges

Meter Size	Flow Factor (5/8" x 3/4" Base)	Proposed	Existing	Difference
5/8" x 3/4"	1.00	\$2,490	\$1,029	\$1,461
1"	2.50	\$6,225	\$1,369	\$4,856
1 1/2"	5.00	\$12,449	\$2,058	\$10,391
2"	8.00	\$19,919	\$2,744	\$17,175
3"	16.00	\$39,837	\$4,116	\$35,721
4"	25.00	\$62,246	\$5,488	\$56,758
6"	50.00	\$124,491	\$8,232	\$116,259
8"	80.00	\$199,186	\$10,976	\$188,210





## **SDC Discussion**

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- ◆ **This analysis shows the maximum amount that the City can charge for SDCs.**
- ◆ **City staff recognizes that further discussion needs to be had about balancing the benefit of increased revenue with potential costs (detering future economic development due to high development costs, etc.**
- ◆ **If the City elects to charge less than the proposed amounts, Council will need to adopt an alternative funding strategy to cover the shortfall.**

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Community Development Block Grant Resolution Discussion	<b>Meeting Date:</b> 2020-02-18
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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> N/A
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**Attachments to Agenda Packet Item:**

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

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

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

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

**Summary Statement:**

The attached Resolutions will be placed on the 3/3 Council Agenda for approval. All three items 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.

No Action Needed.

**Consistent with Council Goals:**

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

**RESOLUTION NO. XX-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**

*January 2020*

**Contents**

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III. Language Assistance ..... 6  
IV. Staff Training..... 6  
V. Translation of Documents..... 7  
IV. Monitoring ..... 7  
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

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	Umatilla city, Oregon	
	Estimate	Margin of Error
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

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	Umatilla city, Oregon	
	Estimate	Margin of Error
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. YY-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

DRAFT

## RESOLUTION NO. ZZ-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. ZZ-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

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## **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, Resolution No. ZZ-2020 Adopting the Section 3 Plan for CFR Compliance of HUD

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.

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**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

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CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

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.

**Meeting Date:**

2020-02-18

**Department:**

Community Development

**Director:**

Brandon Seitz

**Contact Person:**

Brandon Seitz

**Phone Number:**

541-922-3226 ext 103

**Cost of Proposal:**

0

**Amount Budgeted:**

0

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

N/A

**Reviewed by Finance Department:**

Yes

**Previously Presented:**

NA

**Attachments to Agenda Packet Item:**

[Livestock Residential \(Draft\).docx](#)

**Summary Statement:**

Discussion item only - Staff will schedule a public hearing to consider Plan Amendment (PA-3-19) at the March 3rd City Council meeting.

**Consistent with Council Goals:**

Goal 2: Promote Economic Development and Job Growth.

# ARTICLE E. LIVESTOCK RESIDENTIAL (LR)

## 10-3E-1: PURPOSE:

## 10-3E-2: USES PERMITTED:

## 10-3E-3: CONDITIONAL USES PERMITTED:

## 10-3E-4: DEVELOPMENT STANDARDS:

## 10-3E-5: LIMITATIONS ON USE

### 10-3E-1: PURPOSE:

The LR District is intended for low density, rural single-family residential uses in the Power City Area and other applicable areas. The LR District corresponds to the LR designation of the Comprehensive Plan.

### 10-3E-2: USES PERMITTED:

The following uses and their accessory uses are permitted in the LR District:

- A. Single-family dwelling subject to the provision of section 10-11-9 of this title;
- B. One manufactured home on an individual lot subject to the provisions of section 10-11-8 of this title;
- C. Residential home;
- D. Family day care provider;
- E. Home occupation subject to the provision of section 10-11-1 of this title; and
- F. Accessory uses, including an accessory dwelling subject to the provisions of section 10-11-11 of this title.
- G. Keeping and raising of horses, cattle, goats, sheep, and chickens in accordance with the limitations on use listed below.

### 10-3E-3: CONDITIONAL USES PERMITTED:

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

- A. Community services uses as provided by chapter 6 of this title.

### 10-3E-4: DEVELOPMENT STANDARDS:

#### DIMENSIONAL STANDARDS

Minimum lot area	10,000 square feet
Minimum lot width	60 feet

Minimum lot depth	100 feet
Minimum yard setbacks:	
Front and rear yard	15 feet
Side yard	10 feet
Side street yard	15 feet
Garage	18 feet from any street except an alley
Maximum building height	50 feet

### 10-3E-5: LIMITATIONS ON USE:

**Permitted Animals.** Unless classified as a household pet, only animals explicitly permitted in this Section (i.e., horses, cattle, goats, sheep, chickens) qualify as animals that may be kept as a Power City Residential Animal.

**Lot size requirement.** Except as provided otherwise in this section, the total number of all animals (other than their young under the age of six months) allowed on a lot shall be limited to the square footages listed below for each adult animal or similar type of animal listed. These areas shall be exclusively for the animals.

(1)	Horses:	20,000 square feet
	Cattle:	20,000 square feet
	Llamas:	10,000 square feet
	Ostriches/emus:	10,000 square feet
	Sheep:	5,000 square feet
	Goats:	5,000 square feet

(2) The number of fowl or other poultry or rabbits over the age of six months shall not exceed one for each 2,000 square feet of unimproved lot area. The number of young (under the age of six months) allowed on the property at any time shall not exceed three times the allowable number of adults.

**General Animal Care.** Animals being kept in a residential environment must be cared for and monitored daily to maintain animal health and to prevent nuisance problems with

neighbors and the community. Animals may not be slaughtered in City Limits **except for personal use or animal welfare.**

**Sanitation, Waste, and Odors.** All animal structures and roaming areas must be kept sanitary and free from accumulations of animal excrement and objectionable odors. All structures and enclosures designed for animals shall be kept reasonably free and clean of flies, and accumulated animal waste materials, and shall be subject to health regulations (county, state or federal) as may be now hereafter established.

**Animal Shelter.** Barns, sheds, and other structures sheltering animals shall be located a minimum of 35 feet from a side or rear property line and 75 feet from the front property line; adequate fences and corrals shall be required of the animal owner to keep animals off adjacent lands.

**~~Roosters.~~ Roosters are not allowed in city limits.**

**4-H or FFA.** Domestic livestock kept solely for the purpose of a youth livestock project such as 4-H or FFA may be exempted from the square footage requirements of this section; provided, that the following conditions are complied with:

- (1) Evidence is provided to the City Planning Official that the youth is duly enrolled in a 4-H or FFA livestock project and an outline of the planned project, including animal types and numbers, is also provided.
- (2) Market/feeder hogs ~~and roosters~~ are permitted only when raised as an FFA or 4-H market animal project.
- (3) Failure to comply with the sanitation control and other requirements of this section may result in the cancellation of the exemption.