

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

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1. **MEETING CALLED TO ORDER**

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE**

4. **APPROVAL OF AGENDA**

5. **CITY MANAGER REPORT**

5.a [Finance Quarterly Report](#) *Suggested Action: Suggested Action: Discussion*

*Included in the packet is a PDF version of the 4th Quarter Financial Report. Please use the link below to visit the online interactive version of the report.*

*[Finance 4th Quarter Report](#)*

6. **PUBLIC COMMENT** Public Comment is an opportunity for citizens to express opinions, raise issues, and provide information to the City Council. Comments presented during this segment should be on city-related issues and not on items that are scheduled for a Public Hearing on the same evening's agenda. If you wish to speak, please provide the requested information on the Sign-Up Sheet, being sure to note the topic on which you will speak. When called to the podium, begin by stating your name and address. You will have five minutes to speak, unless otherwise instructed

7. **CONSENT AGENDA**

8. **NEW BUSINESS**

8.a [Resolution No. 09-2021 - A resolution authorizing the City Manager to sign a master agreement for Community Development Block Grant \(CDBG\) Grant Administrator of Record services between Ducote Consulting and the City of Umatilla.](#) *Suggested Action: Motion to approve Resolution No. 09-2021.*

9. **PUBLIC HEARING**

9.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 \(2\) an emergency project for design/construction of a waterline replacement](#)

project associated with the 2019 flooding events on the Umatilla River. *Suggested Action: The purpose of this hearing is for the City Council to obtain citizen views and to respond to questions and comments about: community development and housing needs, especially the needs of low- and moderate-income persons, as well as other needs in the community that might be assisted with a Community Development Block Grant project; and the proposed projects.*

10. **10 MINUTE SCHEDULED RECESS**

11. **RECONVENE**

12. **NEW BUSINESS**

12.a **Adopt minutes from Public Hearing** *Suggested Action: Motion to Approve Minutes. These minutes will be provided immediately after the 10 minute scheduled recess.*

13. **ADJOURN TO EXECUTIVE SESSION**

13.a **Potential Real Estate Transaction - ORS 192.660(2)(e)** Authorizes council to deliberate with persons designated by council to negotiate real property transactions, including long-term leases. Does not authorize discussion of general leasing policies. *Suggested Action: No Action*

13.b **Negotiations Involving Matters of Trade or Commerce - ORS 192.660 (2) (g)** authorizes Council to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations. *Suggested Action: No Action*

14. **RECONVENE**

15. **DISCUSSION ITEMS**

15.a **Business Center Update** *Suggested Action: Discussion Only. For more than a year, staff has been working with Seder Architecture on the creation of the Umatilla Business Center. This discussion will go over where we are today in design, budget, scope, and timeline. We will highlight and discuss the vision of this facility and the City-block, current procured funding, plans for additional funding, and estimated timeline. Staff is hoping to get additional general direction from City Council on Next Steps.*

15.b **Sixth Street Median Removal** *Suggested Action: Discussion Only.*  
City staff is working with ODOT to incorporate the removal of medians as part of the 6th Street project. At the time of adoption the City's Transportation System Plan (TSP) addressed installation of medians to enhance pedestrian and bicycles safety. Once improvement to 6th Street are completed the medians are no longer necessary as significant pedestrian friendly and traffic calming improvements (bulb outs) will be installed. To allow removal of the medians to proceed the City will need to provide a resolution indicating the City no longer desires the medians and will update the TSP to remove them as a feature.

16. **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> Finance Quarterly Report	<b>Meeting Date:</b> 2020-08-18
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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> 541-922-3226x104
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<b>Cost of Proposal:</b> NA	<b>Fund(s) Name and Number(s):</b> N/A
<b>Amount Budgeted:</b> NA	

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

[Q4 FY19-20 Finance Quarterly Report.pdf](#)

<b>Summary Statement:</b> Suggested Action: Discussion  Included in the packet is a PDF version of the 4th Quarter Financial Report. Please use the link below to visit the online interactive version of the report.  <a href="#">Finance 4th Quarter Report</a>
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<b>Consistent with Council Goals:</b> Goal 3: Enhance and Cultivate Relationships and Partnerships.
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CITY OF UMATILLA

# FINANCE DEPARTMENT QUARTERLY REPORT

4th Quarter, Fiscal Year 2019-20  
Quarter Ended June 30, 2020

City of Umatilla

City Hall

I am pleased to offer this financial report of City operations for your review. The report covers financial operations through 4th quarter of the fiscal year ending June 30, 2020

This report is intended to provide city management, the city council, and the community a general update on the financial activities and condition of the City on a quarterly basis. In addition to providing financial information it provides a narrative or annotations on financial highlights meant to give context to the numbers, charts, and graphs found throughout.

Information contained in this report is preliminary and unaudited. Further adjusting entries may be made as part of the City's year-end close and audited processes. It is prepared and reported on a budgetary basis, meaning revenues and expenditures related to internal services funds are presented discretely and not consolidated. Please refer to the City's audited financial statements for a complete report on the City's financial activities and balances for the year. These reports are issued by December 31 following the end of the fiscal year.

Melissa Ince, CPA  
Finance & Administrative Services Director



## FINANCIAL SUMMARY

In this section we report on the financial activities of the City as a whole (City-wide), which include all governmental and proprietary funds and all City departmental activities.

*Highlight Reminders of the 2019-2020 Budget*

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

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

### Supplemental Budget

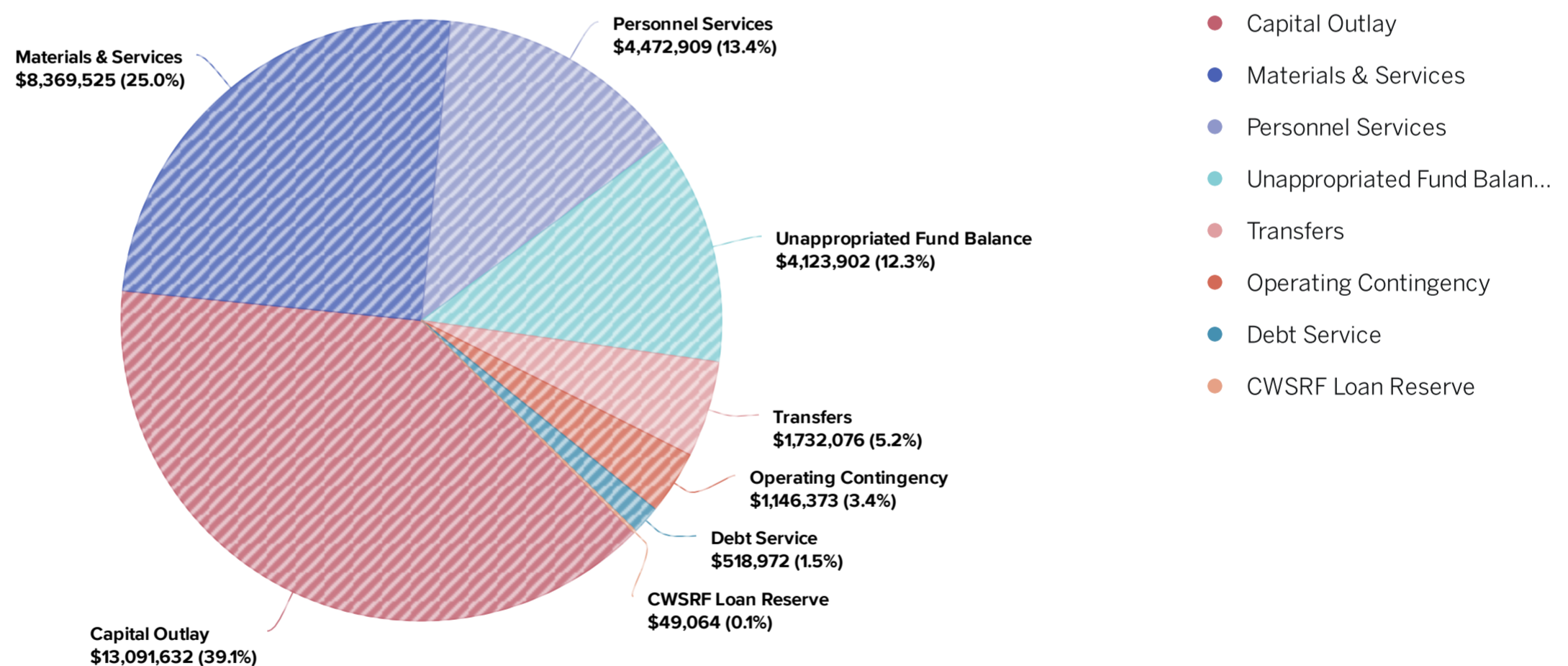
In February 2020, the City Council approved Resolution No. 37-2020 adopting a supplemental budget and revisiting appropriations. Every year, certain conditions and situations arise after formal budget adoption that necessitate changes in financial planning. This year, the City saw increased property tax collections and a higher than projected beginning General Fund balance that allowed us to fund increases in several line items including the Downtown Façade Grant Program, additional engineering fees, additional land acquisition and technology and equipment upgrades.

In June 2020, the City Council approved Resolution No. 64-2020 adopting a supplemental budget and revising appropriations. This resolution covered minor overages in personnel expenditures, additional engineering and legal work resulting from the City's major infrastructure projects and increase refuse revenues and expenditures due to the mid year garbage rate increase.

### Final Budget

The final amended budget for FY19-20 totaled \$33,504,453. A breakdown of the budget expenditures is shown below.

#### Visualization

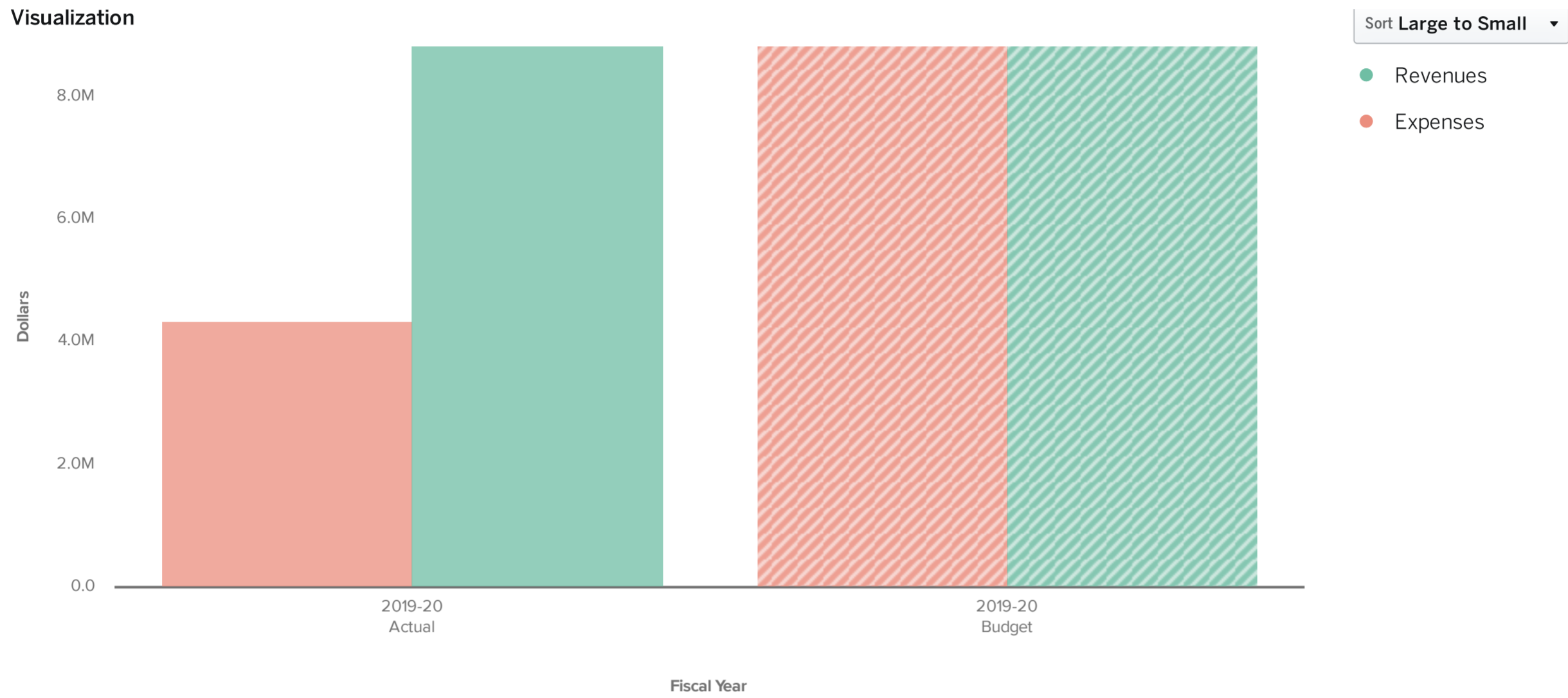


# FISCAL YEAR END BUDGET TO ACTUAL HIGHLIGHTS

## General Fund

As of June 30th the General Fund has received 99.9% of its projected revenues and has expended 49.4 of its appropriations.

The graph and table below show the General Fund's budgeted vs actual revenue and expenditure figures.



Collapse All	2019-20 Actual	2019-20 Budget
▼ Revenues	\$ 8,804,514	\$ 8,810,267
▶ Beginning Fund Balance	1,906,137	1,906,136
▶ Property Taxes	1,781,064	1,776,432
▶ Payment in Lieu of Tax	2,624,116	2,429,192
▶ Franchise Fees	811,223	789,530
▶ Fees & Charges	489,021	457,400
▶ Intergovernmental	901,829	1,026,570
▶ Interest	60,362	50,000
▶ Miscellaneous	68,982	213,000
▶ Transfers from Other Funds	161,781	162,007
▼ Expenses	4,347,883	8,810,267
▶ Personnel Services	2,293,619	2,569,854
▶ Materials & Services	1,552,222	4,879,824
▶ Transfers	493,596	638,596
▶ Capital Outlay	8,447	21,500
▶ Operating Contingency	0	310,493
▶ Unappropriated Fund Balance	0	390,000
Revenues Less Expenses	\$ 4,456,631	\$ 0

# City Wide Consolidated Revenues and Expenditures by Fund

As of June 30th, all City Funds have received 78.6% of their projected revenues and have expended 41.0% of their appropriations.

The table below shows budgeted vs actual consolidated revenues by fund.

Collapse All	2019-20 Actual	2019-20 Budget
▼ Governmental	\$ 17,497,016	\$ 24,865,588
▼ General	8,804,514	8,810,267
General Fund	8,804,514	8,810,267
▼ Special Revenue Fund	6,167,758	8,501,117
Building Department Fund	3,010,652	2,926,163
Street Fund	1,261,363	3,740,117
Refuse Fund	925,803	914,106
Library Fund	379,604	348,090
Transient Room Tax Fund	325,252	310,899
Building Reserve	261,615	261,742
Debt Service Fund	3,470	0
▼ Capital	2,524,744	7,554,204
Capital Reserve Fund	2,524,744	7,554,204
▼ Proprietary	8,881,868	8,714,365
▼ Enterprise	8,881,868	8,714,365
Sewer Reserve Fund	4,487,801	4,168,699
Sewer Fund	2,143,010	2,229,091
Water Fund	1,444,565	1,495,622
Water Reserve Fund	806,492	820,953
<b>Total</b>	<b>\$ 26,378,884</b>	<b>\$ 33,579,953</b>



The table below shows budgeted vs actual consolidated expenditures by fund.

Collapse All	2019-20 Actual	2019-20 Budget
▼ Governmental	\$ 8,115,581	\$ 24,865,588
▼ General	4,347,883	8,810,267
General Fund	4,347,883	8,810,267
▼ Special Revenue Fund	2,759,257	8,501,117
Street Fund	666,560	3,740,117
Building Department Fund	864,761	2,926,163
Refuse Fund	763,741	914,106
Library Fund	232,620	348,090
Transient Room Tax Fund	114,353	310,899
Building Reserve	117,221	261,742
▼ Capital	1,008,441	7,554,204
Capital Reserve Fund	1,008,441	7,554,204
▼ Proprietary	5,655,090	8,714,365
▼ Enterprise	5,655,090	8,714,365
Sewer Reserve Fund	2,629,788	4,168,699
Sewer Fund	1,644,821	2,229,091
Water Fund	1,301,466	1,495,622
Water Reserve Fund	79,015	820,953
<b>Total</b>	<b>\$ 13,770,671</b>	<b>\$ 33,579,953</b>

## Budget Preparation and Workshop



The City Council, Budget Committee and staff continued their work on the 2020-21 fiscal year budget in the 4th Quarter. The annual budget meeting was held on April 21st. Following some lengthy and appreciated discussion, the committee voted to recommend approval of the proposed budget at the City Council's June 2nd meeting. In June, City Council took the committee's recommendation and unanimously approved the 2020-21 fiscal year budget. We greatly appreciate all of the time and hard work that went into this budget! Stay tuned for all the new interactive online budget document which will be published this fall and submitted to the Government Finance Officer's Association Distinguished Budget Award Program.

## QUARTERLY HIGHLIGHTS

### OpenGov Implementation



The OpenGov transparency platform implementation kicked off in April. City staff has been meeting weekly with OpenGov to customize these department quarterly reports, the new and improved City Newsletter, an interactive budget document and a new survey platform for community input and engagement.

We have also imported and validated ten years of financial data that will allow us to keep up to date financial information on the City's website.

## Job Recruitment



4th quarter was a very busy time for new staff recruitment! The City advertised for several positions including School Resource Officer, Electrical Inspector, Community Development Coordinator, Wastewater Plant Supervisor, Street Department Lead and Seasonal Maintenance Worker.

The current COVID-19 environment has made recruitment challenging but we are happy to report that the Community Development Coordinator and School Resource Officer positions have been filled and we are highly optimistic that we have found our next Wastewater Plant Supervisor.

## Looking Ahead:

### Audit Preparation



Now that the 2019-2020 fiscal year has concluded, staff is preparing for our annual audit. Barnett and Moro was originally scheduled to conduct their fieldwork in August. Due to the recent rollback into the Stay Home Save Lives phase, they have rescheduled and will be conducting their fieldwork the first week of September. Copies of the audit will be distributed to City Council and available at City Hall or on our website mid-November.

### Continued Infrastructure Financing



As City Manager Stockdale reported in his recent quarterly report, the City currently has more than \$23.6 projects underway!

The finance department is continuously working with other departments, funding agencies, JUB Engineers and our grant administration consultant on new grant or loan applications and monthly for existing projects.



QUARTERLY FINANCIAL REPORT

[www.umatilla-city.org](http://www.umatilla-city.org)

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Resolution No. 09-2021 - A resolution authorizing the City Manager to sign a master agreement for Community Development Block Grant (CDBG) Grant Administrator of Record services between Ducote Consulting and the City of Umatilla.	<b>Meeting Date:</b> 2020-08-18
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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> 04/07/2020
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**Attachments to Agenda Packet Item:**

[RES 09-2021.docx](#)

[Master Agreement 2020.08\\_signed.pdf](#)

<b>Summary Statement:</b> Motion to approve Resolution No. 09-2021.
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<b>Consistent with Council Goals:</b> Goal 1: Promote a Vibrant and Growing Community by Investing in and Support of Quality of Life Improvements.
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**RESOLUTION NO. 09-2021**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A MASTER AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) GRANT ADMINISTRATOR OF RECORD SERVICES BETWEEN DUCOTE CONSULTING AND THE CITY OF UMATILLA**

**WHEREAS**, The City of Umatilla issued a Request for Proposals (RFP) for Community Development Block Grant (CDBG) Administrator of Record Services in March 2020 and the Notice of Award was issued to Ducote Consulting LLC on April 9, 2020; and

**WHEREAS**, The City of Umatilla requires Services related to the CDBG from time to time to undertake major planning projects, to address day-to-day issues, and undertake specific construction projects for the City; and

**WHEREAS**, The City plans to undertake a number of projects in the next several years and wishes to retain a consultant to perform the work; and

**WHEREAS**, This Master Agreement sets the basis to use this Agreement to track and invoice small tasks or to develop individual Scopes of Work for each need, as individually determined and authorized by the City.

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

1. The City Manager is authorized to sign the Master Agreement for CDBG Grant Administrator of Record Services between Ducote Consulting and the City of Umatilla.

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

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

ATTEST:

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

## MASTER AGREEMENT FOR CDBG GRANT ADMINISTRATOR OF RECORD SERVICES BETWEEN DUCOTE CONSULTING AND THE CITY OF UMATILLA

This Master Agreement is between the City of Umatilla, Oregon, by and through the City of Umatilla "City", and Ducote Consulting, LLC "Contractor." The City of Umatilla issued a Request for Proposals (RFP) for Community Development Block Grant (CDBG) Administrator of Record Services in March 2020 and the Notice of Award was issued to Ducote Consulting LLC on April 9, 2020. This Master Agreement sets the basis to use this Agreement to track and invoice small tasks or to develop individual Scopes of Work for each need, as individually determined and authorized by the City. The City of Umatilla requires Services related to the CDBG from time to time to undertake major planning projects, to address day-to-day issues, and undertake specific construction projects for the City. The City plans to undertake a number of projects in the next several years and wishes to retain a consultant to perform the work.

Individual scopes of work will be developed for each CDBG project that the City awards to Ducote Consulting. Collectively, the City and the Contractor are the "parties". The work under subsequent Scopes of Work is being funded by federal grant funds from the Oregon Community Development Block Grant program administered by Business Oregon.

### **1. Effective Date and Duration**

This Master Agreement shall become effective on the date it is fully executed by both parties. Unless earlier terminated, this Master Agreement shall end no later than 5 years after execution. This agreement is on an on-going basis.

### **2. Statements/Scopes of Work**

Specific categories of work included in this Master Agreement are: Grant Administration, Labor Standards, Environmental Review, and related services that the City identifies and assigns to the Contractor. Individual Scopes of Work for the Contractor's work on CDBG projects will be executed separately of this Master Agreement.

### **3. Compliance with Applicable Law**

The Contractor shall comply with federal, state and local laws, regulations, handbooks, executive orders and ordinances applicable to the work under this agreement, including without limitations, the provisions of ORS Chapter 279; 24 CFR Chapter 58; Title I of the Housing and Community Development Block Grant

Management Handbook; Title VI of the Civil Rights Act of 1964; Section V of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990, and ORS 659.425; and all regulations and administrative rules established pursuant to the foregoing laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Refer to Exhibit "D" for required CDBG federal contract clauses.

#### **4. Records Maintenance and Access**

The Contractor acknowledges and agrees that the City of Umatilla, Oregon Economic and Community Development Department, Oregon Secretary of State, the federal government and their duly authorized representatives shall have access for a period of not less than three years, to all fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this agreement for the purpose of making audit, examination, excerpts, and transcripts. If, for any reason, any part of this Master Agreement is involved in litigation, the Contractor shall retain all pertinent records until all litigation is resolved. Once the project is complete, one copy of all records and files are to be turned over to the City of Umatilla.

In addition, the Contractor shall permit authorized representatives of the City of Umatilla to perform site reviews of all services and facilities of the Contractor.

#### **5. Independent Contractor**

The Contractor is not an officer, employee or agent of the City of Umatilla. Although the City of Umatilla reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed and (ii) to evaluate the quality of the completed performance, the City of Umatilla cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work. The Contractor is engaged as an independent contractor, and will be so deemed for purposes of the following:

- (a) The Contractor will be responsible for payment of any Federal or State taxes required as a result of the Contract.
- (b) The Contractor is not entitled to any benefits generally granted to City of Umatilla employees. Without limitation, but by way of illustration, the benefits that are not intended to be extended by this Master Agreement to the Contractor, are vacation, holiday, sick leave, other leaves with pay, tenure, medical insurance, dental insurance or retirement benefits.

- (c) The Contractor is an independent contractor for purposes of the Oregon Worker's Compensation laws (ORS Chapter 656) and is solely liable for Worker's Compensation coverage under this Master Agreement.
- (d) The Contractor will furnish all necessary tools, equipment, supplies, and all other administrative support expenses.
- (e) The Contractor will not be eligible for any Federal Social Security, State Worker's Compensation for unemployment insurance, from this contract payment except as a self-employed individual.
- (f) In the event a review of the United States Government, the State of Oregon, or any agency or individual determines that this agreement constitutes an employee-employer relationship, the Contractor agrees to reimburse the City of Umatilla for all employment costs as a result of that determination.

## **6. Task Payments**

Not to exceed fees for scopes and projects will be negotiated on a project-by-project basis. Hourly rate for Grant Administration is \$85/hr. Hourly rate for Environmental Review is \$95/hr. Labor Standards services during construction will be negotiated based on lump sums.

## **7. Termination**

The City of Umatilla may terminate or modify this Master Agreement, in whole or in part, effective upon delivery of written notice to the Contractor, or at such later date as may be established by the City of Umatilla, under the following conditions:

- (i) Immediately upon written notice to the Contractor, if City of Umatilla funding from state, Federal, or other sources is not obtained or continued at levels sufficient to allow for the purchase of services under this Master Agreement;
- (ii) immediately upon written notice to the Contractor, if Federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Master Agreement or are no longer eligible for the funding proposed for payments authorized by this Master Agreement;
- (iii) immediately upon written notice to the Contractor, if any license or certificate required by law or regulation to be held by the Contractor to provide



the services required by this Master Agreement is for any reason denied, revoked, suspended, or not renewed;

(iv) immediately upon written notice to the Contractor, if the Contractor has intentionally falsified records;

(v) immediately upon written notice to the Contractor, if the Contractor engages in fraud, dishonesty, or any other act of misconduct in the performance of this Master Agreement or response to the Request For Qualifications; and

(vi) upon 20 days advance written notice to the Contractor if the Contractor fails to perform or satisfactorily perform under this Master Agreement and such failures remain uncured at the end of said 20-day period.

The City and Contractor may terminate this agreement upon mutual agreement at any time.

#### **8. Effect of Termination**

The rights and remedies provided above are not exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement. Termination of this Master Agreement shall not extinguish or prejudice the City of Umatilla's right to enforce this Master Agreement in accordance with its terms. Termination or modification of this Master Agreement shall be without prejudice or any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving notice of termination, Contractor shall immediately cease all activities under this Master Agreement, unless expressly directed otherwise by the City of Umatilla in the notice of termination. Further, upon termination, Contractor shall deliver to the City of Umatilla all Master Agreement documents, information, works-in-progress and other property that are or would be delivered had the Master Agreement been completed.

#### **9. Subcontracts and Assignments**

The Contractor shall not enter into any subcontracts for any of the work required by this Master Agreement, or assign or transfer any of its interest in this Master Agreement, without the prior written consent of the City of Umatilla.

**10. Ownership**

All work products of the Contractor that results from this Master Agreement are the exclusive property of the City of Umatilla. The preparation of any document or report, which is funded in its entirety by the CDBG Program, must include the following clause on its title page:

"The preparation of this document was funded in its entirety with federal funds from the Oregon Community Development Block Grant Program administered by Business Oregon.

**11. Governing Law; Jurisdiction; Venue**

This Master Agreement shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules, or doctrines. Any claim, action, suite or proceeding between the City of Umatilla and the Contractor that arises from or relate to this Master Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Umatilla County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted exclusively within the United States District Court for the District of Oregon. The prevailing party shall be entitled to attorney fees in any court proceeding between the parties.

**12. Notice**

Notice to either party in this Master Agreement is effective on the date notice is hand-delivered or five (5) days after the date of mailing when properly addressed or delivered to:

**City:**

City of Umatilla  
Attn: City Manager  
PO Box 130  
Umatilla, OR 97882  
(541) 922-3226

**Contractor:**

Ducote Consulting, LLC  
PO Box 596  
La Grande, Oregon 97850  
(541) 805-5543

Ducote Consulting  
City of Umatilla CDBG Grant Administrator of Record

Master Agreement

Both parties, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CITY OF UMATILLA

DUCOTE CONSULTING LLC

By \_\_\_\_\_

By Nick Ducote

David Stockdale, City Manager

Nick Ducote, President & CEO

Date \_\_\_\_\_

Date 8/3/20

**Exhibit A**

Oregon Community Development Block Grant  
Required Federal Contract Clauses

Use for Non-Construction Contracts Where the Grant Award Exceeds \$100,000

1. Source of Funds

"Work under this contract will be funded [in part/in its entirety] with federal grant funds from the Oregon Community Development Block Grant program."

2. Conflict of Interest

No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

3. Minority, Women and Emerging Small Business

Before the final payment to Contractor is made, Contractor shall submit the attached "Minority, Women and Emerging Small Business Activity Report".

4. Section 3

Economic Opportunities for Low- and Very Low-Income Persons (This clause is applicable only if the Community Development Block Grant exceeds \$200,000 and the construction contract exceeds \$100,000)

- 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 BUD-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.

- 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.
- The contractor agrees to send to each labor organization or representative of 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.
- 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 in violation of the regulations in 24 CFR part 135.
- 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 in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- 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.
- Contractor shall complete the required Section 3 report form 60002, included as Exhibit 5C of the CDBG Grant Management Handbook and submit the completed form to the city/county grant recipient with the final construction pay estimate for the project.

5. Prohibition on the Use of Federal Funds for Lobbying


As evidenced by execution of this contract, Contractor certifies, to the best of their knowledge and belief that:

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and
- Contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite or making or entering into *this* transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed (Contractor)   
Title / Firm CEO / Ducote Consulting  
Date 8/13/20

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> 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) an emergency project for design/construction of a waterline replacement project associated with the 2019 flooding events on the Umatilla River.	<b>Meeting Date:</b> 2020-08-18
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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> 541-922-3226
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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> 3/3/20
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**Attachments to Agenda Packet Item:**

[Umatilla Public Hearing English.pdf](#)

[Umatilla Public Hearing Spanish.pdf](#)

<b>Summary Statement:</b> 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.
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<b>Consistent with Council Goals:</b> Goal 1: Promote a Vibrant and Growing Community by Investing in and Support of Quality of Life Improvements.
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## **CITY OF UMATILLA**

### **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 2020. The maximum grant that a city or county can receive for a public works project is \$2,500,000 and \$500,000 for an emergency project.

The City of Umatilla is preparing one application for a 2020 Community Development Block Grant – Public Works from Business Oregon for Final Design of sewer utility extensions to Power City and Brownell areas. It is estimated that the proposed projects will benefit at least 93 persons within Power City, of whom 66.7% will be Low- or Moderate-income, or 183+ persons including the Brownell neighborhood, of which at least 51.3% will be low- or moderate-income.

The City is preparing a second application for a 2020 Community Development Block Grant – Emergency Project from Business Oregon for Design/Construction of a Waterline Replacement project associated with the 2019 flooding events on the Umatilla River. This project will meet the Urgent Need National Objective because of the federally declared emergencies for Umatilla County in April 2019. This project will replace the waterline destroyed when flooding damaged the Umatilla River Pedestrian Bridge.

A public hearing will be held by the City Council at 6:00 p.m. on August 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 public hearing on August 18, 2020 are welcome and must be received by August 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.

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.



## CIUDAD DE UMATILLA

### Aviso Público y Aviso de Audiencia Pública

La Ciudad de Umatilla es elegible para solicitar una subvención de desarrollo comunitario 2020 del Business Oregon. Los fondos de la Subvención de bloque para el desarrollo comunitario provienen del Departamento de Vivienda y Desarrollo Urbano de EE. UU. Las subvenciones se pueden utilizar para instalaciones públicas y mejoras de vivienda, principalmente para personas con ingresos bajos y moderados.

Se otorgarán aproximadamente \$ 12 millones a las Ciudades y condados no metropolitanos de Oregon en 2020. La subvención máxima que una Ciudad o condado puede recibir para un proyecto de obras públicas es de \$ 2,500,000 y \$ 500,000 para un proyecto de emergencia.

La Ciudad de Umatilla está preparando una solicitud para una subvención de desarrollo comunitario 2020: Obras Públicas de Business Oregon para el diseño final de extensiones de servicios de alcantarillado a las áreas en Power City y Brownell. Se estima que los proyectos propuestos beneficiarán al menos a 93 personas en Power City, de los cuales 66.7% son de ingresos bajos o moderados, o más de 183 personas con el vecindario de Brownell, de los cuales al menos 51.3% son de ingresos bajos o de ingresos moderados.

La Ciudad está preparando una segunda solicitud para una subvención de desarrollo comunitario 2020 - Proyecto de Emergencia de Business Oregon para el diseño / construcción de un proyecto de reemplazo de la línea de agua asociado con las inundaciones de 2019 en el río Umatilla. Este proyecto cumplirá con el objetivo nacional de necesidad urgente debido a las emergencias declaradas federalmente para el condado de Umatilla en abril de 2019. Este proyecto reemplazará la línea de agua destruida cuando las inundaciones dañaron el puente peatonal del río Umatilla.

El Consejo de Umatilla tendrá una audiencia pública a las 6:00 p.m. el 18 de agosto de 2020 en el Ayuntamiento, 700 6th St. Umatilla, OR 97882. El objetivo de esta audiencia es que el Consejo de Umatilla obtenga opiniones de los residentes y responda a las preguntas y comentarios sobre el alcance de los proyectos propuestos.

Los comentarios escritos para la audiencia pública del 18 de agosto de 2020 son bienvenidos y deben recibirse antes del 14 de agosto de 2020 en la Ciudad de Umatilla, PO Box 130/700 6th St. Umatilla, OR 97882. Los comentarios orales y escritos serán considerados por el Consejo de Umatilla al decidir si presentar una solicitud.

La ubicación de la audiencia es accesible para personas con discapacidades. Comuníquese con la Registradora de la Ciudad al (541) 922-3226 si necesita algún alojamiento especial para asistir o participar en la reunión.

Más información sobre las Subvenciones de bloque para el desarrollo comunitario de Oregon, los proyectos propuestos y los registros sobre el uso anterior de los fondos de la Subvención de bloque para el desarrollo comunitario en la Ciudad de Umatilla está disponible para revisión pública en el Ayuntamiento 700 6th St. Umatilla, OR 97882 durante el horario de oficina habitual. Se solicita notificación previa. Si se necesitan adaptaciones especiales, notifique la Registrador de la Ciudad al (541) 922-3226 para que se pueda proporcionar la asistencia adecuada.

No se anticipa el desplazamiento involuntario permanente de personas o empresas como resultado de ninguno de los proyectos propuestos. Si el desplazamiento se hace necesario, se examinarán alternativas para minimizar el desplazamiento y proporcionar los beneficios requeridos / razonables a los desplazados. Cualquier vivienda de ingresos bajos y moderados que sea demolida o convertido a otro uso será reemplazada.

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Adopt minutes from Public Hearing	<b>Meeting Date:</b> 2020-08-18
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<b>Department:</b> City Administration	<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> Capital Reserve - 05
<b>Amount Budgeted:</b> n/a	

<b>Reviewed by Finance Department:</b> No	<b>Previously Presented:</b> 8/18/20
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**Attachments to Agenda Packet Item:**

<b>Summary Statement:</b> Motion to Approve Minutes. <i>These minutes will be provided immediately after the 10 minute scheduled recess.</i>
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<b>Consistent with Council Goals:</b> Goal 4: Increase Public Involvement, Create a Culture of Transparency with the Public, and Enhance Cultural Diversity.
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CITY OF UMATILLA, OREGON

**AGENDA BILL**

**Agenda Title:**

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

**Meeting Date:**

2020-08-18

**Department:**

Community Development

**Director:**

Brandon Seitz

**Contact Person:**

Dave Stockdale

**Phone Number:**

**Cost of Proposal:**

n/a

**Amount Budgeted:**

n/a

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

General Fund - 01

**Reviewed by Finance Department:**

No

**Previously Presented:**

n/a

**Attachments to Agenda Packet Item:**

**Summary Statement:**

No Action

**Consistent with Council Goals:**

Goal 2: Promote Economic Development and Job Growth.

CITY OF UMATILLA, OREGON

**AGENDA BILL**

**Agenda Title:**

Negotiations Involving Matters of Trade or Commerce - ORS 192.660 (2) (g) authorizes Council to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.

**Meeting Date:**

2020-08-18

**Department:**

Community Development

**Director:**

Brandon Seitz

**Contact Person:**

Dave Stockdale

**Phone Number:**

**Cost of Proposal:**

n/a

**Amount Budgeted:**

n/a

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

General Fund - 01

**Reviewed by Finance Department:**

No

**Previously Presented:**

n/a

**Attachments to Agenda Packet Item:**

**Summary Statement:**

No Action

**Consistent with Council Goals:**

Goal 2: Promote Economic Development and Job Growth.

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Business Center Update	<b>Meeting Date:</b> 2020-08-18
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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> Capital Reserve - 05
<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:**

[Business Center Front.jpg](#)

[Business Center Block Aerial.jpg](#)

[Business Center Northeast.jpg](#)

[Business Center Second Floor Aerial.jpg](#)

[Business Center First Floor Aerial.jpg](#)

[Business Center Side Sectional View.jpg](#)

[Business Center Kitchen Layout.pdf](#)

<b><u>Summary Statement:</u></b> Discussion Only. For more than a year, staff has been working with Seder Architecture on the creation of the Umatilla Business Center. This discussion will go over where we are today in design, budget, scope, and timeline. We will highlight and discuss the vision of this facility and the City-block, current procured funding, plans for additional funding, and estimated timeline. Staff is hoping to get additional general direction from City Council on Next Steps.
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**Consistent with Council Goals:**

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



VIEW FROM WEST



CITY OF  
**UMATILLA UMATILLA BUSINESS CENTER**

O r e g o n

City of Umatilla, Oregon

Seder Architecture + Urban Design LLC

April 20, 2020





OVERALL PLAN OF PROJECT AREA

CITY OF  
**UMATILLA UMATILLA BUSINESS CENTER**

O r e g o n

City of Umatilla, Oregon

Seder Architecture + Urban Design LLC

April 2020



AERIAL FROM NORTHEAST

CITY OF  
**UMATILLA UMATILLA BUSINESS CENTER**

O r e g o n

City of Umatilla, Oregon

Seder Architecture + Urban Design LLC

April 20, 2020



SECOND FLOOR PLAN

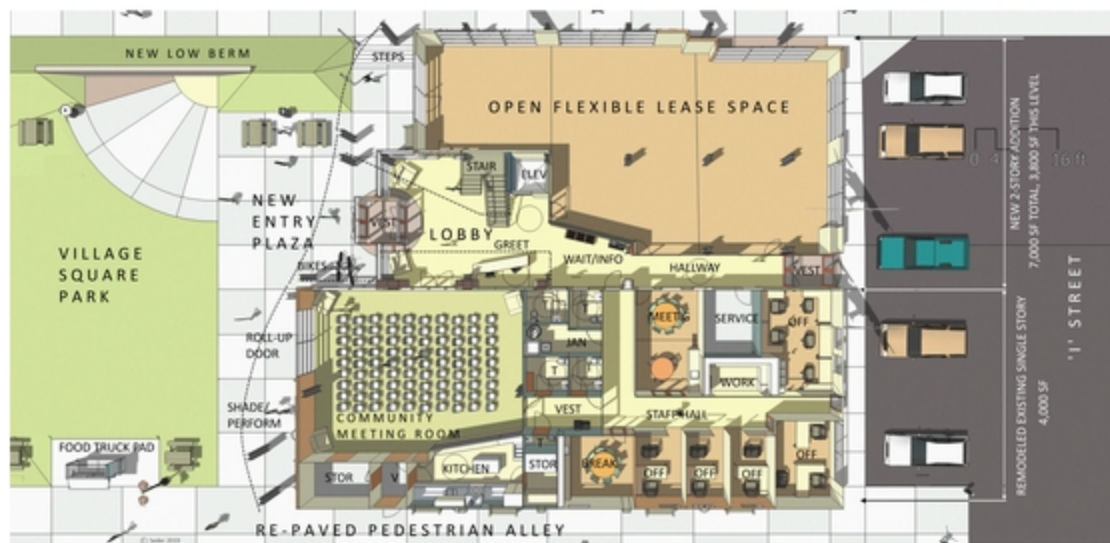
CITY OF  
**UMATILLA UMATILLA BUSINESS CENTER**

O r e g o n

City of Umatilla, Oregon

Seder Architecture + Urban Design LLC

April 20, 2020



FIRST FLOOR PLAN

CITY OF  
**UMATILLA UMATILLA BUSINESS CENTER**

D r e g o n

City of Umatilla, Oregon

Seder Architecture + Urban Design LLC

April 20, 2020



SECTION THRU NEW LOBBY & HALLWAY LOOKING NORTH



SECTION THRU LOBBY/LEASE/MTG LOOKING EAST

SECTION THRU MIDDLE OF CENTER LOOKING WEST

## BUILDING SECTIONS

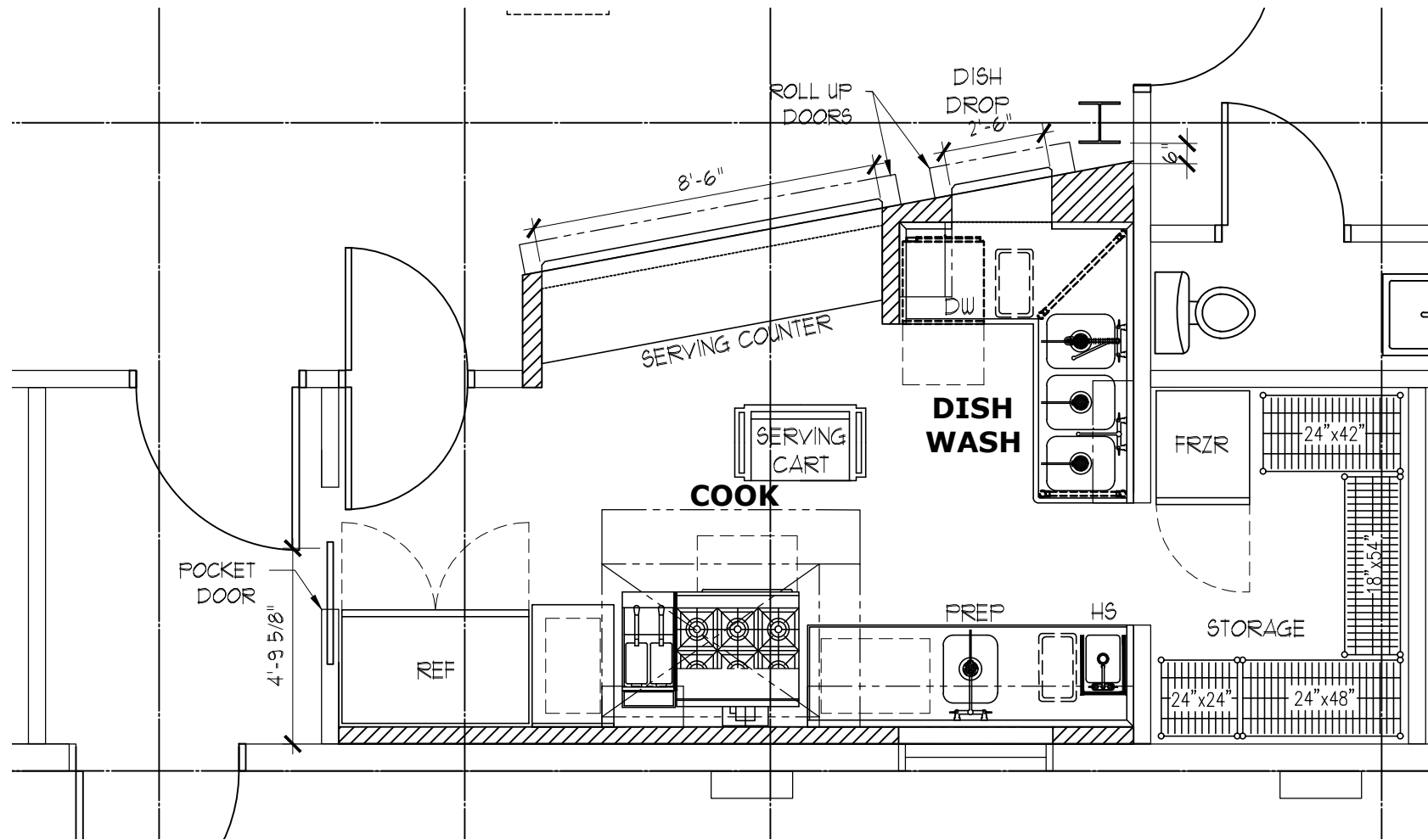
City of  
**UMATILLA UMATILLA BUSINESS CENTER**

O r e g o n

City of Umatilla, Oregon

Seder Architecture + Urban Design LLC

April 20, 2020



**GENERAL NOTES**

1. IT SHALL BE NOTED BY THE GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS THAT THIS SET OF PLANS AND THE INFORMATION CONTAINED WITHIN IN NO WAY RELIEVES SAID PARTIES OF THEIR RESPONSIBILITY TO INVESTIGATE AND COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES AND TO PERFORM ALL WORK TO THE HIGHEST STANDARDS.
2. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS TO VERIFY THE ACTUAL SPACE AND MECHANICAL REQUIREMENTS OF ALL ITEMS SHOWN AS FUTURE, NIC, SUPPLIED BY "OTHERS", ETC., WITH THE OWNER PRIOR TO ROUGH-IN AND CONNECTION.
3. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO IMMEDIATELY NOTIFY THE KITCHEN EQUIPMENT CONTRACTOR IN WRITING OF ANY CHANGES TO THE BUILDING THAT AFFECT EQUIPMENT PLACEMENT AND SIZES (I.E., WALL CHANGES, WATER HEATER LOCATIONS, ELECTRICAL PANELS, ETC.).
4. SUITABLE WALL BACKING AS SHOWN ON THESE PLANS AND AS REQUIRED BY THE OWNER SHALL BE PROVIDED AND INSTALLED BY THE GENERAL CONTRACTOR.
5. THE GENERAL CONTRACTOR SHALL PROVIDE FLOOR, WALL, CEILING AND ROOF PENETRATIONS, INCLUDING, BUT NOT LIMITED TO THOSE REQUIRED FOR: MAKE-UP AIR, CLASS II EXHAUST DUCTS, FIRE-RATED SHAFTS FOR CLASS I EXHAUST DUCTS.
6. THE GENERAL CONTRACTOR SHALL PROVIDE CONDUIT AND SLEEVES FOR REFRIGERATION LINES, SYRUP, CARBON DIOXIDE GAS, BEER LINES, LIQUOR LINES, AND DATA LINES. CONDUIT SHALL BE CIRCULAR PVC EQUAL TO THE DIAMETER INDICATED ON PLANS. ALL BENDS SHALL HAVE A MINIMUM RADIUS OF TWENTY-FOUR INCHES.
7. THE GENERAL CONTRACTOR SHALL PROPERLY SEAL ALL WALL AND FLOOR PENETRATIONS AFTER THE INSTALLATION OF RELATED EQUIPMENT AND FURNISHING ITEMS.
8. ALL DIMENSIONS SHOWN ARE FROM FACE OF FINISHED WALL OR FLOOR.
9. ALL UTILITY ROUGH-INS SHOWN ON THESE PLANS ARE SUBJECT TO CHANGE PENDING FINAL EQUIPMENT SELECTION AND LOCATION.
10. ALL UTILITY ROUGH-INS, FINAL CONNECTIONS, AND HOOK-UPS SHALL BE PROVIDED AND PERFORMED BY THE RESPECTIVE LICENSED SUB-CONTRACTORS IN COMPLIANCE WITH APPLICABLE NATIONAL AND LOCAL CODES.
11. SEISMIC BRACING INFORMATION, IF REQUIRED, IS NOT INDICATED ON THESE PLANS NOR IS IT PROVIDED BY THE KITCHEN EQUIPMENT CONTRACTOR UNLESS OTHERWISE SPECIFIED HEREIN.
12. WHERE EQUIPMENT PRODUCES NOISE THAT MAY VIBRATE THROUGH WALLS TO ANY PUBLIC AND/OR DINING AREAS, THE GENERAL CONTRACTOR SHALL PROVIDE AND INSTALL ADEQUATE SOUND PROOFING IN WALLS.

**EQUIPMENT PLAN**

Scale: 1/4"=1'-0"

08/07/2020 PROGRESS PRINT

**BARGREEN ELLINGSON**  
FOOD-EQUIPMENT SUPPLY & DESIGN

3232 NW INDUSTRIAL STREET  
PORTLAND, OR 97213  
P: 503-227-1161 F: 503-345-0738  
WWW.BARGREEN.COM

**UMATILLA BUSINESS CEN.  
COMMUNITY KITCHEN**

**H ST. & 6TH ST.  
UMATILLA, OR 97882**

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VA

J. EQUIHUA

DATE: 07/23/2020

FLOOR PLAN

**K-1**

80104870

CITY OF UMATILLA, OREGON

# AGENDA BILL

<b>Agenda Title:</b> Sixth Street Median Removal	<b>Meeting Date:</b> 2020-08-18
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<b>Department:</b> Community Development	<b>Director:</b> Brandon Seitz	<b>Contact Person:</b> Brandon Seitz	<b>Phone Number:</b> 541-922-3226
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<b>Cost of Proposal:</b> NA	<b>Fund(s) Name and Number(s):</b> N/A
<b>Amount Budgeted:</b> NA	

<b>Reviewed by Finance Department:</b> No	<b>Previously Presented:</b> NA
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**Attachments to Agenda Packet Item:**

**Summary Statement:**

Discussion Only.

City staff is working with ODOT to incorporate the removal of medians as part of the 6th Street project. At the time of adoption the City's Transportation System Plan (TSP) addressed installation of medians to enhance pedestrian and bicycles safety. Once improvement to 6th Street are completed the medians are no longer necessary as significant pedestrian friendly and traffic calming improvements (bulb outs) will be installed. To allow removal of the medians to proceed the City will need to provide a resolution indicating the City no longer desires the medians and will update the TSP to remove them as a feature.

**Consistent with Council Goals:**

Goal 2: Promote Economic Development and Job Growth.