



CITY COUNCIL & URBAN RENEWAL AGENCY

AGENDA

MONDAY, APRIL 27, 2026

Where Life is Sweet

COUNCIL CHAMBERS - 180 NE 2ND ST.

Meetings are always open to the public in-person. Other ways of viewing or participating in live meetings are as follows:

View live meetings through on YouTube at: <https://bit.ly/HermistonYouTube>

To participate in live meetings through Zoom, registration is required no later than 8am the day of the meeting by emailing meetings@hermiston.gov and providing participants full name and place of residence. The City Recorder will respond to sender with Zoom meeting details prior to the start of the meeting.

Submit written electronic comments to meetings@hermiston.gov .

For written comments to be part of the official record, sender must provide their full name and place of residence and comments must be received within the time frame given for the item under discussion. The City Recorder will respond/confirm to sender that their electronic comment was received and will be made part of the record; or, if their electronic comment is not able to be made part of the record, the City Recorder will respond to the sender and state the reason(s) why.

1. **CALL COUNCIL/CITY MANAGER WORK SESSION MEETING TO ORDER - 6:00 PM**
 - A. Carnegie Library Proposed Uses: Thought Bubblez - Learning Center & Kim La Plant - Art Center
2. **ADJOURN WORK SESSION MEETING**
3. **CALL REGULAR MEETING TO ORDER – 7:00 PM**
4. **DECLARATION OF QUORUM**
5. **FLAG SALUTE**
6. **PROCLAMATIONS & PRESENTATIONS**
 - A. Proclamation- National Day of Prayer

B. Presentation- I Love My City

7. CITIZEN INPUT ON NON-AGENDA ITEMS

Anyone wishing to bring anything before the council that is not on the agenda is asked to please do the following: 1. Please limit comments to not more than FIVE minutes; 2. State your name and place of residence; 3. Direct your comments to the Chair.

8. CONSENT AGENDA

A. Committee Vacancy Announcements

B. Appointment Confirmation for Janizee Serrano to the Hispanic Advisory Committee Position #1 ending June 30, 2029

C. Liquor License Application Recommendation to: Mi Bello Estado LLC located at 425 W Hermiston Ave

D. Right of Way Construction Acceptance - NE Aspen Drive

E. Minutes of the April 13, 2026, Work Session & Regular City Council Meeting

F. Reschedule the City Council Meeting of Monday, May 25th, 2026

9. ITEMS REMOVED FROM CONSENT AGENDA

10. ORDINANCES AND RESOLUTIONS

A. Resolution No. 2420 – Approve Intergovernmental Agreement for IT Services with the West Extension Irrigation District

B. Resolution No. 2421 - Approve Intergovernmental Agreement to operate the Practical Assistance through Transitional Housing (PATH) program

11. OTHER

A. March 2026 Monthly Financial Report

B. Review, Discussion and Next Steps of Charter Review Committee Results

12. COMMITTEE REPORTS

A. City Committee and Liaison:

Airport Advisory, Budget, Hispanic Advisory, Library Board, Parks and Recreation, Planning Commission, Recreation Projects Fund, Faith-Based Advisory, Community Accountability, Public Safety, Public Infrastructure, Transit Planning, EOTEC, Stepping Stones Alliance (not a City Committee), Public Finance, Sanitary Disposal & Curbside Recycling, Vacancy Review

B. Mayor's Report

C. Council President's Report

- D. Council Report
- E. Youth Advisory Report
- F. Manager's Report

13. ADJOURN CITY COUNCIL MEETING AND CONVENE URBAN RENEWAL AGENCY MEETING

14. NEW BUSINESS

- A.** HURA Resolution No. 25: Amending Text of North Hermiston Urban Renewal Plan detailing land acquired for the NE Aspen Drive project

15. UNSCHEDULED COMMUNICATION

16. ADJOURN URBAN RENEWAL AGENCY MEETING

**** AMERICANS WITH DISABILITIES ACT NOTICE****

Please contact Hermiston City Hall, 180 NE 2nd Street, Hermiston, OR 97838 (Phone No. 541-567-5521) at least 48 hours prior to the scheduled meeting time if you need an accommodation. TTY and TDD users please call Oregon Telecommunications Relay Service at 1-800-735-2900 or 711.



PROCLAMATION NATIONAL DAY OF PRAYER

WHEREAS, Throughout the history of America prayers have been lifted up, seeking the Lord in every generation for direction, protection, and provision pouring out prayers to the God of hope in times of crisis and celebration, in prosperity and need, and in times of war and peace so that God would be glorified and “Bless America,” resulting in American being filled with His glory, grace, and goodness as He has answered our prayers for over 250 years, and

WHEREAS, From the first prayer of our Continental Congress in 1774, to the opening of every session of the House of Representatives and Senate, and throughout hearts and homes across America, the practice of prayer continues to seek God for guidance, wisdom, power, protection, and provision that has preserved hope and united us as one nation under God; and

WHEREAS, The National Day of Prayer is a Public Law established in the United States Congress in 1952 approved by a Joint Resolution, signed by President Truman, and amended by Congress and President Reagan with Public Law 100-307 in 1988, affirming that it is essential for us as a nation to pray and directs the President of the United States to set aside and proclaim the first Thursday of May annually as a National Day of Prayer; and

WHEREAS, In our city and across America the observance of the National Day of Prayer will be held on Thursday, May 7, 2026, with the theme, “Glorify God Among the Nations, Seeking Him in All Generations” based on the verse in 1 Chronicles 16:24, “Tell of His glory among the nations, His wonderful deeds among all the peoples.” and

NOW, THEREFORE, I, Doug Primmer, Mayor of Hermiston, Oregon do hereby proclaim May 7th, 2026 as a

DAY OF PRAYER

throughout our City and I commend this observance to our citizens and request that prayers be lifted up throughout the City with every generation seeking the Lord as we rededicate our lives, city, and nation to the Glory of God.

SIGNED this 27th day of April, 2026

Doug Primmer, Mayor

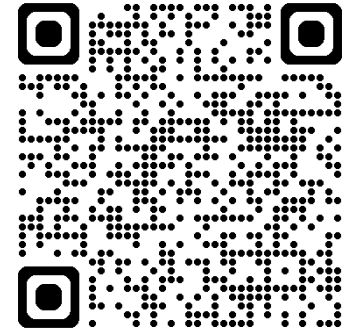


Where Life is Sweet

PUBLIC ANNOUNCEMENT

The City is accepting applications for the following Committees:

1. [Budget Committee](#)
 - o Position 6: Remaining 3-year term ending December 31, 2029 (Advertised 10/14/2025)
2. [Eastern Oregon Trade and Event Center Advisory Committee](#) (Advertised 04/22/2026)
 - o Position 3, Representing the Greater Hermiston Hospitality and Tourism Committee with a 3-year term ending June 30, 2029
 - o Position 4, Representing the Community At-Large with a 3-year term ending June 30, 2029
3. [Hispanic Advisory Committee](#) (Advertised 04/22/2026)
 - o Position 2, 3-year term ending June 30, 2029
4. [Library Board](#) (Advertised 04/22/2026)
 - o Position 4, 4-year term ending June 30, 2030



Deadline to apply for Committees: Open Until Filled

Applications and more information about these and all other City Committee's, Board's, and Commission's can be found on the City's website at: <https://hermiston.or.us/volunteer> or by using the QR Code. Have questions or are interested in applying? Reach out to Lilly Alarcon-Strong at: City Hall, 180 NE 2nd Street, Hermiston, at lalarcon-strong@hermiston.gov, or at 541-567-5004.

Proposed appointment(s) and confirmation(s) of these positions are made by the City Council. All appointments to city boards and commissions shall be made in accordance with the ordinances and city charter. Appointees shall not be full-time employees of the city, shall not be elected officials of the city, shall not be appointed to more than two boards or commissions at a time, and shall not sell to the city or its boards and commissions over which the council has appointive powers and budget control either directly as a prime contractor or supplier, or indirectly as a first-tier subcontractor or supplier. Sales shall be construed to mean sales, services or fees aggregating \$20,000 or more in any one calendar year. Preference for appointees shall be given to city residents.



TO: City Manager Byron Smith
FROM: Chief Jason Edmiston
DATE: April 20th, 2026
SUBJECT: Liquor License Application – Mi Bello Estado LLC

After reviewing the liquor license application for the Mi Bello Estado located at 425 W Hermiston Ave, Hermiston, I find nothing of substance after performing a criminal history check consistent with established parameters utilized by the city, to deny the application submitted by Omar E. Guardado Contreras.

It is my recommendation for this request to be presented to the City Council.

NOTE: I did sign the actual application form, but that is contingent upon council approval.



OREGON LIQUOR & CANNABIS COMMISSION Local Government Recommendation – Liquor License

Annual Liquor License Types	
Off-Premises Sales	Brewery-Public House
Limited On-Premises Sales	Brewery
Full On-Premises, Caterer	Distillery
Full On-Premises, Commercial	Grower Sales Privilege
Full On-Premises, For Profit Private Club	Winery
Full On-Premises, Non Profit Private Club	Wholesale Malt Beverage & Wine
Full On-Premises, Other Public Location	Warehouse
Full On-Premises, Public Passenger Carrier	

Section 1 – Submission – To be completed by Applicant:

License Information

Legal Entity/Individual Applicant Name(s): Omar E. Guardado Contreras

Proposed Trade Name: Mi Bello Estado LLC

Premises Address: 425 W Hermiston Ave Unit:

City: Hermiston County: Umatilla Zip: 97838

Application Type: New License Application Change of Ownership Change of Location

License Type: Limited on-premises sales Additional Location for an Existing License

Application Contact Information

Contact Name: Omar E. Guardado Contreras Phone:

Mailing Address:

City: Hermiston State: Oregon Zip: 97838

Email Address:

Business Details

Please check all that apply to your proposed business operations at this location:

Manufacturing/Production

Retail Off-Premises Sales

Retail On-Premises Sales & Consumption

If there will be On-Premises Consumption at this location:

Indoor Consumption Outdoor Consumption

Proposing to Allow Minors

Section 1 continued on next page



OREGON LIQUOR & CANNABIS COMMISSION

Local Government Recommendation – Liquor License

Section 1 Continued – Submission - To be completed by Applicant:

Legal Entity/Individual Applicant Name(s): Omar E. Guardado Contreras
Proposed Trade Name: Mi Bello Estado LLC
IMPORTANT: You MUST submit this form to the local government PRIOR to submitting to OLCC. Section 2 must be completed by the local government for this form to be accepted with your CAMP application.

Section 2 – Acceptance - To be completed by Local Government:

Local Government Recommendation Proof of Acceptance

After accepting this form, please return a copy to the applicant with received and accepted information

City or County Name: City of Hermiston
Date Application Received: 04/17/2026
Received by: Lilly Alarcon-Strong, CMC, City Recorder

Optional Date Received Stamp



Section 3 – Recommendation - To be completed by Local Government:

- Recommend this license be granted
Recommend this license be denied (Please include documentation that meets OAR 845-005-0308)
[X] No Recommendation/Neutral

Name of Reviewing Official: Jason Edmiston

Title: Chief of Police

Date: 4/20/2026

Signature: [Handwritten Signature]

After providing your recommendation and signature, please return this form to the applicant.



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of April 27, 2026

Title/Subject

Deeds dedicating right of way for construction of NE Aspen Drive are proposed for acceptance.

Summary and Background

The 2023 North Hermiston Urban Renewal Area is a one-project urban renewal area intended to ease traffic congestion and facilitate economic development through the construction of a new east/west street connecting N First St (Highway 395) to NE 4th Street. The street will align with the Home Depot driveway at the west end and NE Aspen Drive at the east end as well as creating a new street connection connecting NE Aspen Drive and NE North Street. The proposed street alignment is located on two properties, one owned by Good Shepherd Hospital, and the other owned by AAA Investments.

The urban renewal agency has used Epic Land Solutions as a contractor to negotiate purchase of the necessary right of way. As both property owners have indicated they are willing sellers and eager to see the street extension, Epic Land Solutions was brought in to perform the necessary appraisal and negotiate price with the land owners. Negotiations have now concluded and both property owners have agreed to the sale price for right of way. Since the land will become city right of way it is necessary for the city council to formally accept the dedication deeds.

Purchase prices are included in the deeds. The right of way from Good Shepherd will be purchased for \$244,800. The right of way from AAA Investments will be purchased for \$509,506.50.

Tie-In to Council Goals

The construction of the NE Aspen Drive project is a priority project for both economic development and congestion alleviation.

Fiscal Information

Total purchase price for the right of way is \$754,306.50.

Alternatives and Recommendation

Alternatives

The city council may choose to accept or reject the dedication deeds. Rejection of the deeds will table the project indefinitely.

Recommended Action/Motion

Staff recommends the council accept the deeds and authorize the payment for the right of way.

Submitted By:

Clinton Spencer, Planning Director

AFTER RECORDING, RETURN TO:

City of Hermiston
 180 NE 2nd Street
 Hermiston, OR 97838

DEDICATION DEED

AAA Investments LLC an Oregon limited liability company, (hereinafter referred to as the "Grantor"), does hereby dedicate, grant, transfer and convey to **CITY OF HERMISTON**, an Oregon municipal corporation (hereinafter referred to as the "City"), its successors and assigns, to be used and held by the CITY as public right-of-way for roadway and/or for utility purposes, the following described real property in Exhibit A and B, attached hereto and by this reference made a part hereof.

The true and actual consideration for this conveyance is Five Hundred Nine Thousand Five Hundred Six and 50/100 Dollars (\$509,506.50).

TO HAVE AND TO HOLD, the above described and granted premises unto the said CITY, its successors in interests and assigns forever.

The GRANTOR hereby covenants to the CITY, and the CITY'S successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the above-named premises, free from all encumbrances and that GRANTOR and their heirs and personal representatives shall warrant and forever defend the said premises against all unlawful claims and demands of all persons claiming by, through, or under GRANTOR.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE

UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

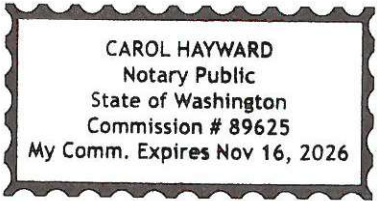
Dated this 30th day of March, 2026.

GRANTOR:

By: Kamaljit Singh.
AAA Investments LLC

State of Washington)
Oregon)
County of Franklin) ss.
Umatilla)

This record was acknowledged before me on March 30th, 2026 by
Kamaljit Singh as MEMBER. of
AAA Investments LLC an Oregon limited liability company.



Carol Hayward
Notary Public for ~~Oregon~~ WA
My Commission Expires: 11-16-2026

CITY ACCEPTANCE

The above dedication of land to public use is approved and accepted by the City of Hermiston.

CITY OF HERMISTON

By: _____
Byron Smith, City Manager

State of Oregon)
) ss.
County of Umatilla)

This record was acknowledged before me on _____, 2026 by Byron Smith,
City Manager of the City of Hermiston, Oregon, a municipal corporation.

Notary Public for Oregon
My Commission Expires: _____

HERMISTON – North Street
 AP (RES) 12-05-2024
 AAA Investments

NE Aspen Street

A tract of land located in the Southwest one-quarter of Section 2, Township 4 North, Range 28 East, Willamette Meridian, City of Hermiston, Umatilla County, Oregon and being a portion of Warranty Deed to AAA Investments LLC, recorded May 1, 2024 as Document number 2024-02798 of Umatilla County Records said tract is more particularly described as follows:

Beginning at a point at the West right-of-way line of Northeast 4th Street which bears N53°43'47"E, 1596.76 feet from the Southwest corner of said Section 2;

thence 37.76 feet along a non-tangent curve to the left having a radius of 24.00 feet, a central angle of 90°08'12" (chord bears N45°20'00"W, 33.98 feet);

thence S89°35'54"W, 523.53 feet to the South line of said property;

thence along said South line the following five (5) courses:

1. N69°29'01"W, 111.24 feet;
2. N64°44'35"W, 303.46 feet;
3. 26.01 feet along a curve to the left having a radius of 571.00 feet, a central angle of 02°36'36" (chord bears N66°03'18"W, 26.01 feet);
4. N00°49'55"W, 9.13 feet;
5. N65°24'39"W, 222.63 feet;

thence 258.21 feet along a non-tangent curve to the right having a radius of 629.00 feet and a central angle of 23°31'13" (chord bears S76°40'14"E, 256.40 feet);

thence S64°45'02"E, 253.83 feet;

thence 255.64 feet along a curve to the left having a radius of 571.00 feet and a central angle of 25°39'06" (chord bears S77°34'33"E, 253.51 feet);

thence N89°35'54"E, 401.70 feet;

thence 37.64 feet along a curve to the left having a radius of 24.00 feet and a central angle of 89°51'45" (chord bears N44°40'02"E, 33.90 feet) to point on the West right-of-way line of NE 4th Street;

thence S00°15'51"E, along said West right-of-way line, 106.00 feet and the **Point of Beginning**.

Contains an area of 65,083 Square Feet, 1.494 Acres, more or less.

N89°41'08"E which is the North line of the Southwest Corner of the Southwest Corner of Section 2, Township 4 North, Range 28 East, Willamette Meridian, City of Hermiston, Umatilla County, Oregon.

NE North Street

A tract of land located in the Southwest one-quarter of Section 2, Township 4 North, Range 28 East, Willamette Meridian, City of Hermiston, Umatilla County, Oregon and being a portion of Warranty Deed to AAA Investments LLC, recorded May 1, 2024 as Document number 2024-02798 of Umatilla County Records said tract is more particularly described as follows:

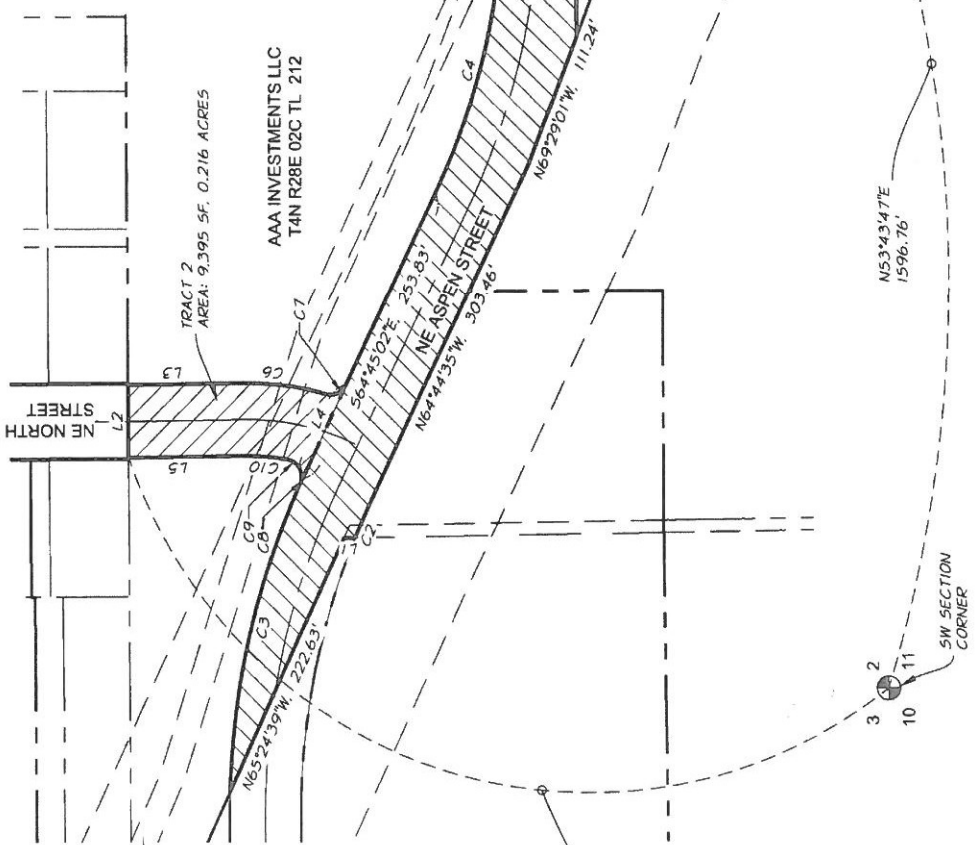
Beginning at a point at the North property line which bears N16°49'52"E, 1387.18 feet from the Southwest corner of said Section 2;
 thence N89°41'08"E, 58.00 feet;
 thence S04°43'35"E, 94.74 feet;
 thence 66.66 feet along a curve to the right having a radius of 229.00 feet, a central angle of 16°40'44" (chord bears S07°36'47"W, 66.43 feet):
 thence 19.72 feet along a curve to the left having a radius of 14.00 feet, a central angle of 80°42'09" (chord bears S24°23'55"E, 18.13 feet) to the North right-of-way line of proposed Aspen Drive;
 thence N64°45'06"W, along said North right-of-way line, 83.31 feet;
 thence continuing along said North right-of-way line, 4.34 feet along a curve to the left having a radius of 629.00 feet and a central angle of 00°23'43" (chord bears N65°06'29"W, 4.34 feet);
 thence leaving said North right-of-way line, 25.39 feet along a non-tangent curve to the left having a radius of 14.00 feet and a central angle of 103°54'49" (chord bears N62°44'15"E, 22.05 feet);
 thence 19.70 feet along a curve to the left having a radius of 171.00 feet and a central angle of 11°30'25" (chord bears N05°01'38"E, 34.28 feet);
 thence N04°43'35"W, 95.15 feet and the **Point of Beginning**.

Contains an area of 9,395 Square Feet, 0.216 Acres, more or less.

N89°41'08"E which is the North line of the Southwest Corner of the Southwest Corner of Section 2, Township 4 North, Range 28 East, Willamette Meridian, City of Hermiston, Umatilla County, Oregon.

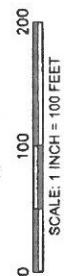


X:\Chamberlain\017-036-160 SE ASPEN DRV EXTENSIONS\GIS\work\local_legal\Descriptions\Aspen Street ROW.dwg, 17x11, 12/29/2024, 10:33 AM, r.thien



CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEAR	CHORD DIST
C1	37.76'	24.00'	90°08'12"	N45°20'00"W	33.98'
C2	26.01'	571.00'	2°36'36"	N66°03'18"W	26.01'
C3	258.21'	629.00'	23°13'13"	N76°40'14"W	256.40'
C4	255.64'	571.00'	25°39'06"	S77°34'33"E	253.51'
C5	37.64'	24.00'	89°51'45"	N44°40'02"E	33.90'
C6	66.66'	229.00'	16°40'44"	N7°36'47"E	66.43'
C7	19.72'	14.00'	80°42'09"	S24°23'55"E	18.13'
C8	4.34'	629.00'	0°23'43"	N65°06'29"W	4.34'
C9	25.39'	14.00'	103°54'49"	N62°44'15"E	22.05'
C10	34.34'	171.00'	11°30'25"	N5°01'38"E	34.28'

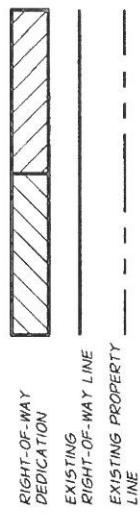


N16°49'52"E
1307.18'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N0°49'55"W	9.13'
L2	N09°41'08"E	58.00'
L3	S0°43'35"E	94.74'
L4	N64°45'06"W	83.31'
L5	N0°43'35"W	95.15'

LEGEND



REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
 FEBRUARY 8, 2000
RICHARD E. STEIN
 49593PLS
 EXPIRES: 6/30/2026



EXHIBIT "B"
CITY OF HERMISTON, OREGON
 SW ¼ OF SECTION 2, TOWNSHIP 4N, RANGE 28E,
 WILLAMETTE MERIDIAN, CITY OF HERMISTON
 UMATILLA COUNTY, OREGON

FIGURE 1

AFTER RECORDING, RETURN TO:

City of Hermiston
 180 NE 2nd Street
 Hermiston, OR 97838

DEDICATION DEED

GOOD SHEPHERD HEALTH CARE SYSTEM an Oregon non-profit corporation, (hereinafter referred to as the "Grantor"), does hereby dedicate, grant, transfer and convey to **CITY OF HERMISTON**, an Oregon municipal corporation (hereinafter referred to as the "City"), its successors and assigns, to be used and held by the CITY as public right-of-way for roadway and/or for utility purposes, the following described real property in Exhibit A and B, attached hereto and by this reference made a part hereof.

The true and actual consideration for this conveyance is Two Hundred Forty Four Thousand Eight Hundred and no/100 Dollars (\$244,800.00).

TO HAVE AND TO HOLD, the above described and granted premises unto the said CITY, its successors in interests and assigns forever.

The GRANTOR hereby covenants to the CITY, and the CITY'S successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the above-named premises, free from all encumbrances and that GRANTOR and their heirs and personal representatives shall warrant and forever defend the said premises against all unlawful claims and demands of all persons claiming by, through, or under GRANTOR.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE

UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this ____ day of _____, 2026.

GRANTOR:

By: _____
Good Shepherd Health Care System

State of Oregon)
) ss.
County of Umatilla)

This record was acknowledged before me on _____, 2026 by
_____ as _____ of
Good Shepherd Health Care System an Oregon non-profit corporation.

Notary Public for Oregon
My Commission Expires: _____

CITY ACCEPTANCE

The above dedication of land to public use is approved and accepted by the City of Hermiston.

CITY OF HERMISTON

By: _____
Byron Smith, City Manager

State of Oregon)
) ss.
County of Umatilla)

This record was acknowledged before me on _____, 2026 by Byron Smith,
City Manager of the City of Hermiston, Oregon, a municipal corporation.

Notary Public for Oregon
My Commission Expires: _____

HERMISTON – ASPEN DRIVE
 AP (RES) 12-05-2024
 Good Shepard Health Care System

Aspen Drive

A tract of land located in the Southwest one-quarter of Section 2, Township 4 North, Range 28 East, Willamette Meridian, City of Hermiston, Umatilla County, Oregon and being a portion of Warranty Deed to Good Shepard Health Care System an Oregon non-profit corporation, recorded June 10, 2022 as Instrument number 2022-7420297 of Umatilla County Records said tract is more particularly described as follows:

Beginning at a point at the East right-of-way line of US Highway 395 which bears N02°18'24"E, 1188.21 feet from the Southwest corner of said Section 2;
 thence N00°33'49"W, along said East right-of-way line, 58.00 feet;
 thence N89°28'03"E, 64.38 feet;
 thence 23.07 feet along a curve to the right having a radius of 629.00 feet, a central angle of 02°06'07" (chord bears S89°28'54"E, 23.07 feet) to a point on the Northerly line of property;
 thence S65°24'39"E, along said Northerly line, 222.63 feet to the East line of said property;
 thence S00°49'55"E, along said East property line, 9.13 feet;
 thence 230.93 feet along a non-tangent curve to the left having a radius of 571.00 feet, a central angle of 23°10'21" (chord bears N78°56'47"W, 229.36 feet);
 thence S89°28'03"W, 64.35 feet to the **Point of Beginning**.

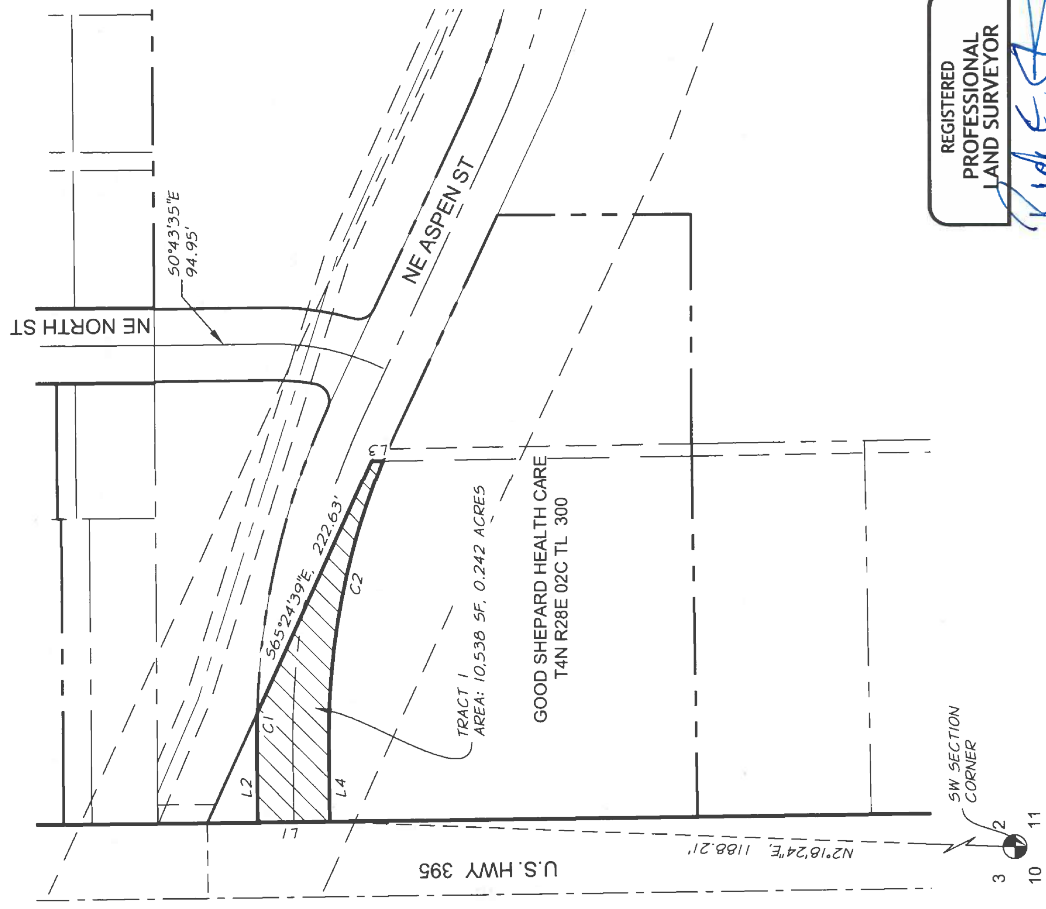
Contains an area of 10,538 Square Feet, 0.242 Acres, more or less.

N89°41'08"E which is the North line of the Southwest Corner of the Southwest Corner of Section 2, Township 4 North, Range 28 East, Willamette Meridian, City of Hermiston, Umatilla County, Oregon.



EXPIRES: 06/30/2026

X:\Clients\Hermiston_OR\1736 - 160 SE ASPEN DRIV EXTENSIONS\Survey\DocSet\Legal Descriptions\Good Shepard Aspen Street R2017.dwg, 17x11, 12/29/2024 10:33 AM, r.stein

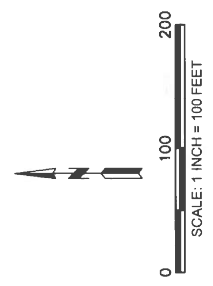


CURVE TABLE

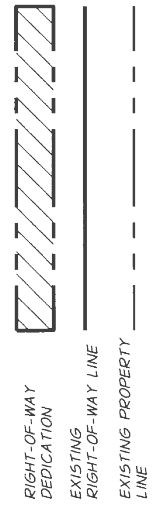
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEAR	CHORD DIST
C1	23.07'	629.00'	2°06'07"	N89°28'54"W	23.07'
C2	230.93'	571.00'	23°10'21"	N78°56'47"W	229.36'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N0°33'49"W	58.00'
L2	N89°28'03"E	64.38'
L3	50°49'55"E	9.13'
L4	509°28'03"W	64.35'



LEGEND



REGISTERED PROFESSIONAL LAND SURVEYOR

R. Stein

OREGON
FEBRUARY 8, 2000
RICHARD E. STEIN
49593PL5

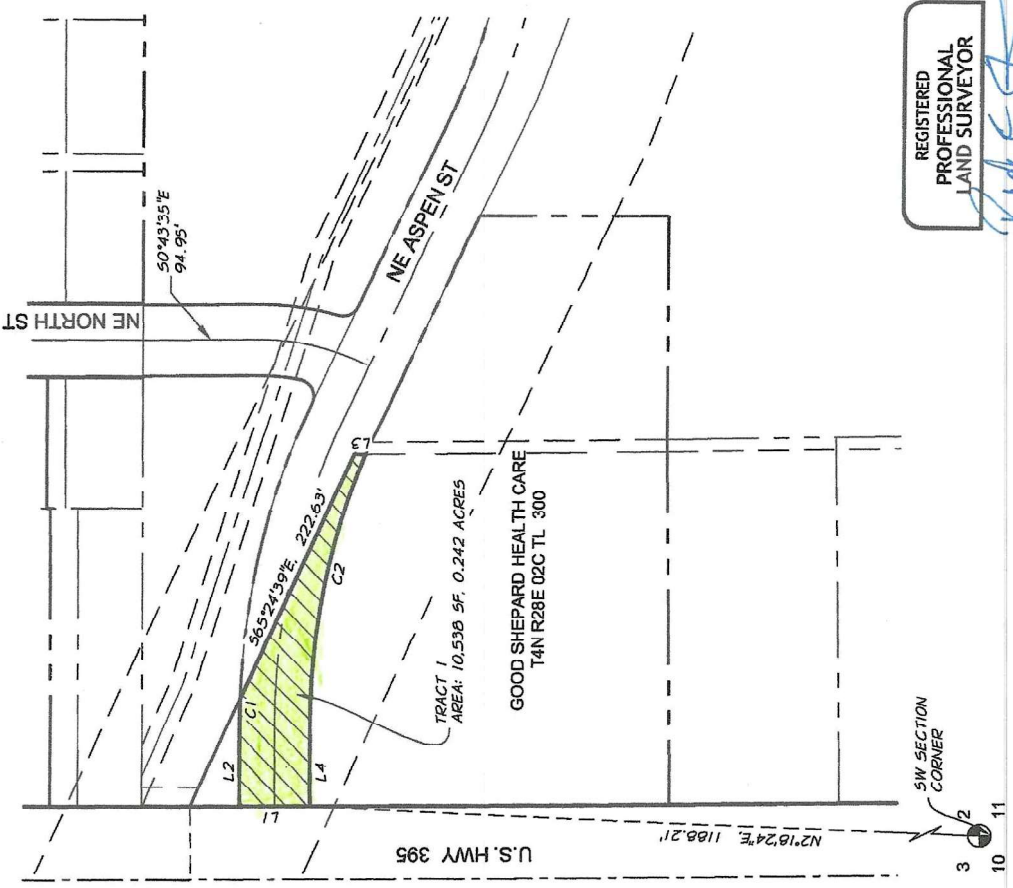
EXPIRES: 6/30/2026



EXHIBIT "B"
CITY OF HERMISTON, OREGON
SW ¼ OF SECTION 2, TOWNSHIP 4N, RANGE 28E,
WILLAMETTE MERIDIAN, CITY OF HERMISTON
UMATILLA COUNTY, OREGON

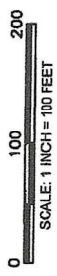
FIGURE
1

X:\Client\Hermiston OR\736 - 190 SE ASPEN DR\EXTENSIC\MSurvey\DrawLegal Descriptions\Good Shepard Aspen Street ROW.dwg, 1/11, 12/21/2024 10:33 AM, rstein



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEAR	CHORD DIST
C1	23.07'	629.00'	2°06'07"	N89°28'54"W	23.07'
C2	230.93'	571.00'	23°10'21"	N78°56'47"W	229.36'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N0°33'49"W	56.00'
L2	N89°28'03"E	64.38'
L3	S0°49'55"E	9.13'
L4	S89°28'03"W	64.35'



LEGEND

- RIGHT-OF-WAY DEDICATION
- EXISTING RIGHT-OF-WAY LINE
- EXISTING PROPERTY LINE

REGISTERED
PROFESSIONAL
LAND SURVEYOR

R. Stein

OREGON
FEBRUARY 18, 2000
RICHARD E. STEIN
49593PLS
EXPIRES: 6/30/2026



EXHIBIT "B"
CITY OF HERMISTON, OREGON
SW 1/4 OF SECTION 2, TOWNSHIP 4N, RANGE 28E,
WILLAMETTE MERIDIAN, CITY OF HERMISTON
UMATILLA COUNTY, OREGON

FIGURE
1



CITY COUNCIL

Work Session Meeting Minutes April 13, 2026

Mayor Primmer called the City Council work session meeting to order at 6:02pm. Present were Councilors Roberts, Linton, Barron, Duron, Hayward, and Kelso. Councilors Myers and McCarthy were excused. City Staff in attendance included: City Manager Byron Smith, Assistant City Manager Mark Morgan, City Attorney Richard Tovey, Finance Director Ignacio Palacios, Police Chief Jason Edmiston, and Deputy City Recorder Heather La Beau.

Public Works Changes

Assistant City Manager Mark Morgan introduced Treyton Moore, P.E., with Anderson Perry & Associates, Inc, joining via Zoom. The Industrial Pre-Treatment Program will need to be added to the city's code language. The changes in the code will be presented to the city council at a future meeting and have been verified as compliant with Oregon Department of Environmental Quality (DEQ). The changes address items such as right of entry for noncompliance and authority to set fees for the program's applications and permits. Regulated commercial users are those identified as having the potential to cause harm to the sewer system and/or the wastewater treatment plant and therefore requiring additional oversight. This can be commercial users that discharge high volumes of wastewater or wastewater with damaging pollutants, or items that the treatment plant is unable to treat and would cause pollution downstream. A pretreatment program helps protect the city from liability of downstream pollution.

With the attached PowerPoint presentation, Assistant City Manager Morgan spoke about PFAs and potential treatment options. PFAs are not a new issue but being newly regulated. Anderson Perry & Associates, Inc has generally determined filtration of the city's water to reduce the amount of PFAs to under the regulated limit. The upfront cost is in the range of \$23 million with an annual debt cost of approximately \$1 million. The maintenance and replacement of the filters is an additional operational cost of \$1 million a year, for a total cost of \$2 million a year. This increases the total cost of the water system by about 40%. Considering the high cost, staff have asked Anderson Perry for an in-depth analysis of additional solutions and alternatives for water sources, delivery, and storage to allow for review of all options and community benefits available. Councilors discussed source of PFAs, treatment costs to smaller communities, filtration effectiveness, and alternatives.

The existing space for staff at the current Public Works facility has been in place since the 1980s. As equipment and staff have been added no space for staff was added. Consideration will be given if the current location is the best for an industrial use that is surrounded by community and residences.

A portion of Assistant City Manager Morgan's presentation of the City's Aquifer Storage & Recovery project to the Data Center Advisory Committee meeting was shown. The video is available at the following link: <https://www.youtube.com/watch?v=pZLtjrYDf3M> beginning at 4:17 through 4:39. The presentation included water consumption by use, indicating hyperscale data centers do not use any water in the winter months. The Aquifer Storage & Recovery (ASR) project takes the treated drinking water, stores it in the ASR well and recovers it from the existing well when needed. The City's plan is to inject from October to March, storing ~360 million gallons a year. The water is pumped from the Columbia River, treated at the Regional Water Treatment Plant and injected into the aquifer.



CITY COUNCIL

Work Session Meeting Minutes
April 13, 2026

Councilor Baron thanked staff for representing the city well at recent state and national meetings.

Adjournment

After additional discussion and answering questions from the Council, Mayor Primmer ended the work session at 6:58pm and stated the City Council would convene for their regular council meeting at 7:00pm.

DRAFT

Public Works Update
City Council: April 13, 2026

HERMISTON OREGON

1

Agenda

- PFAS
- Industrial Pre-Treatment Program
- Public Works Space-Needs
- Data Centers & ASR
- Staffing
- Project Updates

2

PFAS

- What is PFAS?
 - Chemicals designed to be hard to break down
- Not a new issue; newly regulated
- Where is it?
 - Everywhere

3

PFAS Costs

- Solution: Filtration
 - \$22.6M Capital
 - (\$1.2M/yr Financed 30yr)
 - \$1M+ per year operational
- \$2.2M Annual Cost Increase
 - 39% Rate Increase Required

4

HERMISTON

Industrial Pre-Treatment Program


Where Life is Sweet

5

IPP

- Local Permitting Program
- What is "Pre-Treatment"?
 - Treat your waste before it gets to our system
- "Industrial" Users required to get a permit
 - Specifies limits, sampling methods, etc.
 - City Staff monitors discharges
 - Users must pay cost of program (new fee)
 - Fines for violating permit


6



Public Works Space-Needs

Where Life is Sweet

7




Existing Spaces

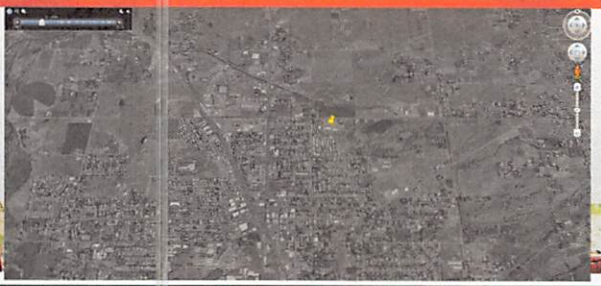
- "Public Works" at current location since pre-1980 (45+ years)
- Recycled Water Plant at current location since early 1980s (40+ years)
- 1980 Population: 9,408
- Added Lift Stations, Booster Pumps, Storage Tanks, Stormwater facilities, etc.
- Added Staff




8




Public Works- 1994




9



Public Works- 2025





10




Existing Location Considerations

- Traffic?
- Neighbors?
- Higher Value?


11



Data Centers & Water


Where Life is Sweet

12



Governor's AC/DC

<https://www.youtube.com/watch?v=pZLtiYDf3M>



13



CITY COUNCIL

Regular Meeting Minutes

April 13, 2026

Mayor Primmer called the regular meeting to order at 7:02pm. Present were Councilors Hayward, Roberts, Duron, Linton, Kelso, McCarthy, and Barron. Councilor Myers was excused. City Staff in attendance included: City Manager Byron Smith, Assistant City Manager Mark Morgan, City Attorney Richard Tovey, Finance Director Ignacio Palacios, Police Chief Jason Edmiston, Planning Director Clint Spencer, Parks and Recreation Director Brandon Artz, Court Administrator Jillian Viles, and Deputy City Recorder Heather La Beau. The pledge of allegiance was given.

Citizen Input on Non-Agenda Items

Captain Karen Primmer with the Umatilla County Sheriff's Office provided information regarding National Public Safety Telecommunicators Week, a time to recognize the dedication and commitment of 911 dispatchers. Telecommunicators Acting Sargeant Cindy Lemmon, and Sargeant Cherry Hutchinson were also in attendance. Captain Primmer gave a brief overview of current staffing and operations of the dispatch center. A total of 143,061 calls were handled last year. This does not include radio transmissions. Bags were distributed to councilors as an example of some of the outreach done by dispatchers at community events. Excellence in Dispatch status has been achieved by Cindy Lemmon and Racheal Howler, while Cherry Hutchinson is on track to this recognition. Captain Primmer spoke of additional achievements and contributions of Ms. Howler, Ms. Lemmon, & Sargeant Hutchinson. These staff capabilities translate to a highly trained workforce providing outstanding service to the community.

Council, staff, and audience joined in applause expressing gratitude to the telecommunicators. Mayor Primmer stated the information presented by Captain Primmer is only a small portion of the work performed by the telecommunicators and thanked them on behalf of the entire city council.

Consent Agenda Items

Councilor Linton asked to remove item N from the Consent Agenda. Councilor McCarthy moved and Councilor Hayward seconded to approve Consent Agenda items A-M, to include:

- A.** Hermiston Urban Renewal Agency (HURA) Annual Report
- B.** Appointment Confirmation for Randall Gerard to the Budget Committee Position #2 ending December 31, 2028
- C.** Appointment Confirmation for Dean Fialka to Planning Commission Position #6 ending March 31, 2029
- D.** Appointment Confirmation for Tami Rebman to Planning Commission Position #5 ending March 31, 2029
- E.** Committee Vacancy Announcements
- F.** Reappointment Recommendation and Confirmation for Janizee Serrano to the Planning Commission Position #4 ending March 31, 2029
- G.** Appointment Recommendation for Janizee Serrano to the Hispanic Advisory Committee Position #1 ending June 30, 2029



Where Life is Sweet

CITY COUNCIL

Regular Meeting Minutes

April 13, 2026

- H. Minutes of the March 4, 2026 Charter Review Committee Meeting
- I. Minutes of the March 9, 2026 Finance Committee Meeting
- J. Minutes of the March 23 City Council Work Session and Regular Meeting
- K. Liquor License Retail On-Premises Sales & Consumption Application for Blue Agave Event Center located at 1835 S Highway 395
- L. Approve Ground Lease Agreement with Windblown Ranch Inc. at the Hermiston Municipal Airport
- M. Authorizing the Acceptance of a Relinquishment Deed to certain rights of way to the City of Hermiston from the State of Oregon

Motion carried unanimously with Councilors Hayward, McCarthy, Roberts, Duron, Linton, Kelso, and Barron voting in favor.

Items Removed from the Consent Agenda

N. E Airport Road renaming establishment of hearing date

Councilor Linton requested the Renaming of E Airport Road be moved from the Consent Agenda as she understood there was to be a discussion on which of the roads would be renamed. City Manager Smith stated it was staff's understanding Airport Road was to be renamed. The consent agenda item is to establish a hearing date.

Public Comments

Gary Culp 1200 E Airport Rd- Mr. Culp inquired if staff had received his written testimony. Mr. Culp collected the petition signatures and stated not one person wants to change their address. He asked why there wasn't concern about First Place and First Street.

Cruz Correa 1350 E Airport Rd- Mr. Correa thanked the council for their work. While at his location since 1994, he could count on one hand the number of times packages were delivered to the wrong business. He stated he sent pictures to Councilor Hayward and believes this could be worked out without changing the name and asked why the rename is being considered. He suggested state and other agencies do a better job indicating the names of the road and where businesses are located.

Jodi Oswald 1600 E Airport Road- Ms. Oswald has been at this location for approximately 30 years. She was not notified that this was happening, except for Mr. Culp reaching out to her. She is self-employed and would have personal and business information that would need to be changed if the road were renamed.

Nick Moses 2000 E Airport Road- In the late 1950's his grandparents built the house where Mr. Moses currently resides. His parents were raised in the home, and he is currently raising his family in the same home. He would like the address to remain the same.



CITY COUNCIL

Regular Meeting Minutes

April 13, 2026

Karyn Jones 1010 W Highland Ave- While not a residence of the road, Ms. Jones sympathizes with the people who live on and operate businesses there. She feels it is an unfair burden on those that have to change their information, stating it will be a huge financial and time burden. She also suggests better signage and looking at renaming other similarly named streets. She asked for the issue to be tabled and not move forward with the hearing.

Lisa Sturgeon- Ms. Sturgeon worked at the airport and stated businesses get packages delivered everyday and are delivered to the wrong location. She stated it is confusing having the road names so close. Several horse trailers go down Airport Way during the fair and suggest larger signage.

Councilor Linton moved and Councilor McCarthy seconded to table Consent Agenda item N and install larger signage for Airport Way. After some discussion, the motion failed 2-5. Councilors Hayward and Linton voted in favor. Councilors Roberts, McCarthy, Duron, Kelso, and Baron voted against.

Councilor McCarthy moved and Councilor Kelso seconded to approve Consent Agenda Item N. The hearing date will be set for May 11. Motion passed 6-1 with Councilors Hayward, Roberts, McCarthy, Duron, Kelso, and Baron voting in favor and Councilor Linton opposed.

Resolution No. 2418: Geer/Harper Realignment Contract Award

Assistant City Manager used the attached PowerPoint presentation to briefly describe the proposed realignment of the intersection which will increase safety and improve traffic flow. There will be significant traffic flow disruptions throughout construction. This contract is for the paving portion and is anticipated to be completed in the fall. The crossing will be closed for over a year, with traffic flow on each side of the crossing opening in the fall. The funding for the paving project is from the State Gas Tax (HB 2017).

Emailed testimony was received, provided to the councilors and is attached. After a brief discussion, Councilor McCarthy moved and Councilor Duron seconded to approve Resolution No. 2418 and lay upon the record. Motion passed unanimously with Councilors Hayward, Roberts, McCarthy, Duron, Linton, Kelso, and Baron in favor.

Resolution No. 2419 Authorizing Participation in Product Liability Litigation and Engagement of Counsel

City Manager Smith stated this is an issue all around the country and litigation has started against manufacturers of some of the chemicals. This request is for authorization to join one of the groups, with the potential for some funding which could help build a treatment facility.

Public Comments

Karyn Jones – Ms. Jones stated it is a serious issue here and is grateful for staff for bringing the potential litigation to their attention. She stated some of the potential health risks of the chemicals and encouraged councilors to vote yes and move forward with this item.



CITY COUNCIL

Regular Meeting Minutes

April 13, 2026

Councilor Linton moved and Councilor Duron seconded to adopt Resolution No. 2419 and lay upon the record. Motion passed unanimously with Councilors Hayward, Roberts, McCarthy, Duron, Linton, Kelso, and Baron in favor.

Council Stipend Discussion & Possible Action

Mayor Primmer, Councilors Hayward, Roberts, McCarthy, Duron, Linton, Kelso, and Baron each declared a potential conflict of interest.

City Manager Smith stated the current stipend amount has been in effect for 28 years. No action was taken when reviewed seven years ago. Any increase would not take effect until after elections. If there is a consensus for a change in the amount of the stipend, staff would like to return the item to the council with a resolution.

Public Comments

Krista Van Veen 764 W Alder Ave- Ms. Van Veen is a council candidate and appreciates the time and work that is given by the councilors. She does not support increasing the stipend unless it's put before the voters to ensure transparency and maintain public trust.

Karyn Jones- Ms. Jones understands the need for the stipend and as a resident and voter does not have a problem with it increasing to \$200-\$250/month. She doesn't know of anyone who would support \$1,000/month. She suggests staff bring back information about other councilors' compensation in the area.

Councilor Linton originally considered an increase to \$300/month for councilors and an extra \$200/month for the mayor after looking at other cities' compensation. She feels the councilors have dedicated a lot of time and purpose and care about this community. She isn't sure who came up with the \$1,000 amount and doesn't support that amount.

Councilor Duron serves to show gratitude and contribute to the community and didn't know until after she was elected that there was a stipend. She doesn't support a stipend increase.

Councilor Kelso did not realize there was a stipend and ran for council to serve the city. He feels there should be a zero-dollar stipend as receiving a stipend in any amount taints that service.

Councilor Baron stated in 2019 a study of comparable cities was completed. The city had several huge projects on the horizon and did not move forward at that time with increasing the stipend. Councilors forfeited the stipend for a year during the Covid pandemic, and no one left the council over it. He sees the stipend not as a reward but as compensation for the work people are doing. He believes adequate compensation is not too far-fetched. He suggests those who do not want compensation can give it back or donate it to the community. Seven years ago, the budget provided funding to send councilors to training. He suggested increasing the training budget to provide more opportunities for additional training.



CITY COUNCIL

Regular Meeting Minutes April 13, 2026

Councilor Roberts hears both sides. The stipend compensates time and that is valuable. He has a hard time increasing the stipend when rates and fees have been recently increased. In certain scenarios at some point, he could support an increase.

Councilor McCarthy stated there have been multiple times to have this discussion, including goal setting sessions. It seems inappropriate to petition for an increase inside of the council meeting.

Councilor Hayward is grateful for the stipend and feels the benefit of serving his community is enough pay for him, and not taking the pay would be the best. He feels the citizens should vote on any pay raise for councilors.

Mayor Primmer stated multiple councilors over the years have donated their entire stipend and that is an option. The year councilors stopped receiving the stipend and reduced the training/conference budget was due to budget constraints. He has seen the poll by Oregon Mayors Association and Hermiston receives more compensation than most, even larger, cities. He feels the amount being given is fair. If the money was not given, he would still serve.

Councilor Kelso moved and Councilor Hayward seconded to eliminate the stipend for the city council and the mayor. After some discussion regarding adequate compensation and donating the stipend, the motion failed 3-4 with Councilors Hayward, Duron, and Kelso voting in favor and Councilors Roberts, McCarthy, Linton, and Baron voting against.

Councilor McCarthy moved and Councilor Hayward seconded to take no action on the discussion. Motion passed 6-1 with Councilors Hayward, Roberts, McCarthy, Kelso, Baron, and Duron in favor and Councilor Linton opposed.

Committee Reports

Councilor McCarthy reminded everyone that the TRT grant applications are due by the end of May.

Mayor's Report

Mayor Primmer spoke regarding:

- Thanked Captain Primmer for her presentation and the information provided
- Candidate Forum April 16
- Oregon LOC Spring Conference in Pendleton April 23-24

Council Presidents Report

Councilor McCarthy also spoke of the Candidate Forum April 16.

Council Reports

Councilor Baron recently attended the National League of Cities conference in Washington, D.C. This was his second time attending and he was able to meet with Congressmen and Representatives to discuss priorities and upcoming grant opportunities. It was a great experience to present in front of legislators.



CITY COUNCIL

Regular Meeting Minutes

April 13, 2026

He attended several round-table discussions including one on immigration with good information shared. He enjoyed the conversations with other cities and sharing the different issues encountered.

Councilor Hayward thanked the Mayor and city for being able to attend the National Conference. It was his first time in Washington, D.C. and being able to see the Capitol. He is excited to bring other Oregon cities to observe the I Love My City event in May.

Councilor Linton commented regarding a Facebook post concerning the compensation. As a volunteer serving the community, she takes the responsibility very seriously. She questioned how it can be considered a financial gain if the amount hasn't been increased in the last 28 years and asked who came up with \$1,000/month as it was not her. She stated with the upcoming election false things will come out. She took it upon herself to correct the statement. Conversing with constituents while campaigning for the last election, some people said people would vote against her ideas because they do not like her. She responded that she felt that would not happen.

Councilor Kelso attended a Candidates Forum for Oregon Governor, US Representative, and Senator at the Harkenrider Center. The event was fairly well attended. It was great to hear from people at the higher level of government. He expressed thanks to the people who hosted the event.

Councilor Duron thanked the candidates for running and wished them the best, unfortunately she cannot attend the Candidates Forum due to a work conflict. She appreciates all the time and effort being put in by everyone.

Youth Advisory Report

No Youth Advisors were present.

Manager's Report

Placemats were created by Sara Singer Wilson of council's goals, accomplishments, and rules. These will be on the council's dais.

The SEI filings are due April 15.

Recess for Executive Session

At 8:43pm Mayor Primmer announced that the City Council will meet in Executive Session pursuant to ORS 192.660 (2) (g) which allows the Council to meet in Executive Session for the purpose of discussing preliminary negotiations involving matters of trade or commerce. At the end of the executive session, the council will return to open session. The executive session will last approximately 20 minutes.

Reconvene & Adjourn

With no further business, Mayor Primmer reconvened and adjourned the regular City Council meeting at 9:38PM.



CITY COUNCIL

Regular Meeting Minutes
April 13, 2026

SIGNED:

Doug Primmer, Mayor

ATTEST:

Heather KP La Beau, Deputy City Recorder

DRAFT

Res. 2418- Geer/Harper
City Council: April 13, 2026

HERMISTON
Where Life is Sweet

1

Geer/Harper

- CIP Since 2019
- Safety
 - RR Crossing Arms
- Traffic Flow
- Construction Flow
- Construction Timeline

2

Geer/Harper

• Silver Creek Contracting:	\$1,005,000
• Bolen Construction:	\$1,114,104
• Tapani, Inc.:	\$1,181,000
• Culbert Construction:	\$1,232,194.63
• Crestline Construction:	\$1,325,075
• Wildish Standard Paving:	\$1,390,685

3

Funding

• State Gas Tax (HB2017):	\$4.5M
• Remaining:	\$1.94M

- Estimated Crossing Arms

4

HERMISTON
Where Life is Sweet

Questions?

Where Life is Sweet

5

From: [Jessica Horton](#)
To: [City of Hermiston Meetings](#)
Subject: Public Comment – Geer/Harper Realignment Project (Resolution No. 2418)
Date: Monday, April 13, 2026 8:08:45 PM

[EXTERNAL EMAIL] - STOP and VERIFY - This message came from outside of the City of Hermiston

Dear Hermiston City Council,

I appreciate the opportunity to provide public comment regarding the Geer/Harper Realignment Project.

I understand that projects involving multiple agencies—especially a railroad crossing—require coordination, time, and patience. However, I am concerned about the proposed timeline, specifically the potential closure of the intersection for up to a year.

While I can understand a shorter-term closure to safely reconstruct the roadway directly over the railroad tracks, a full year seems excessive for the broader scope of work, particularly where much of the surrounding infrastructure already exists aside from lane widening, signage, and striping updates.

This intersection serves as a critical connector for daily traffic, especially for those traveling from Umatilla, Irrigon, and surrounding areas into Hermiston. Closing it for an extended period will likely place significant strain on already congested routes such as 1st Place, Elm Avenue, and Highway 395—particularly during peak travel times. This could create unnecessary delays, increase safety concerns due to heavier traffic congestion, and impact access to essential businesses and services.

I respectfully urge the Council to consider alternative approaches that would minimize disruption, such as phased construction, partial closures, or limiting full closure to only the most critical portions of the project. Maintaining some level of traffic flow through this corridor would go a long way in reducing the burden on the community.

I recognize the importance of investing in long-term infrastructure improvements and appreciate the City's efforts to support growth and safety. However, I believe it is equally important to balance those goals with the day-to-day realities residents face.

Thank you for your time and consideration.

Sincerely

Jessica Horton

Hermiston Oregon Resident



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of April 27, 2026

Title/Subject

Reschedule the City Council Meeting of Monday, May 25th, 2026

Summary and Background

Monday, May 25th is Memorial Day Holiday when City offices will be closed. This date is also the fourth Monday of the month, the day when the City Council would normally hold its second meeting of May. Previously, when this holiday has landed on a regularly scheduled meeting date, the Council has rescheduled this meeting for the following day as many staff and council members are unavailable to meet and a quorum is difficult to achieve.

Staff is requesting the Council consider rescheduling the May 25th City Council meeting to the following day, Tuesday, May 26th at its regular scheduled time.

Tie-In to Council Goals

NA

Fiscal Information

NA

Alternatives and Recommendation

Alternatives

1. Hold the City Council meeting on the scheduled day: Monday, May 25th - Memorial Day Holiday
2. Reschedule the City Council meeting from Monday, May 25th to Tuesday, May 26th or another day of the month
3. Cancel the May 25th City Council meeting

Recommended Action/Motion

Reschedule the City Council meeting from Monday, May 25th to Tuesday, May 26th.

Submitted By:

City Manager Byron D. Smith



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of April 27, 2026

Title/Subject

Adoption of Resolution No. 2420 – IGA for IT Services with the West Extension Irrigation District

Summary and Background

The City and the West Extension Irrigation District (WEID) propose to enter into an Intergovernmental Agreement for the City to provide IT services to WEID for four hours of service per month.

Tie-In to Council Goals

N/A

Fiscal Information

\$6,240 per year

\$130 per hour

Includes a 3% inflation increase each year beginning July 1, 2027.

Initial prorated billing of \$1,040 for May 1, 2026 through June 30, 2026.

Alternatives and Recommendation

Alternatives

1. Adopt Resolution No. 2420 and attached IGA without modification.
2. Adopt Resolution No. 2420 and attached IGA with minor modifications.
3. Direct staff to make major changes to Resolution No. 2420 and/or the attached IGA and return at a later date.

Recommended Action/Motion

Adopt Resolution No. 2420 and attached IGA without modification.

Submitted By:

Byron D. Smith, City Manager

Jordan Standley, IT Director

RESOLUTION NO. 2420

A RESOLUTION AUTHORIZING THE CITY OF HERMISTON TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE WEST EXTENSION IRRIGATION DISTRICT FOR THE CITY OF HERMISTON TO PROVIDE INFORMATION TECHNOLOGY SERVICES TO THE WEST EXTENSION IRRIGATION DISTRICT AND TO AUTHORIZE THE CITY MANAGER TO SIGN ALL NECESSARY DOCUMENTS ON BEHALF OF THE CITY

WHEREAS, the City of Hermiston (City) has established a full-service internal Information Technology (IT) department; and

WHEREAS, the City has the means to provide ongoing IT services to additional agencies outside of the City; and

WHEREAS, the City and West Extension Irrigation District (WEID) have reached an agreement to provide ongoing IT services to the WEID; and

WHEREAS, the WEID has signed the Intergovernmental Agreement; and

WHEREAS, City staff believe it is in the best interest of the City to approve and execute the Intergovernmental Agreement.

NOW, THEREFORE, THE CITY OF HERMISTON RESOLVES AS FOLLOWS:

1. That the Intergovernmental Agreement attached to this resolution between the City of Hermiston and West Extension Irrigation District to provide ongoing IT services is hereby approved.
2. That the City Manager is authorized to sign the Intergovernmental Agreement.
3. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 27th day of April 2026.

SIGNED by the Mayor this 27th day of April 2026.

Doug Primmer, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER

INTERGOVERNMENTAL AGREEMENT
between
The City of Hermiston
and
West Extension Irrigation District
For Ongoing Information Technology Services

This Intergovernmental Agreement for Ongoing Information Technology Services (Agreement) is made by and between the City of Hermiston, hereinafter ("COH") and the West Extension Irrigation District ("WEID") (and collectively the "Parties") pursuant to ORS Chapter 190.

The Parties mutually agree as follows:

Term of Agreement. This Agreement shall be for a term of three years and two months commencing on May 1, 2026 and expiring on June 30, 2029. Upon expiration of that term, this Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to expiration of the then current term.

Scope of Work. COH shall perform the work described in Attachment A, Statement of Work, which is attached to this Agreement and incorporated into this Agreement by this reference.

Consideration. WEID agrees to pay COH \$6240.00 per year for approximately 4 hours of IT service per month at \$130/hour beginning May 1, 2026. The fees referred in this section of this Agreement shall increase by three (3) % per year on July 1 of each year in which this Agreement is in effect, beginning July 1, 2027. WEID will pay for devices and any other materials required to perform the services under this Agreement, and if COH purchases those materials for WEID, WEID agrees to reimburse COH for those costs. COH agrees to notify WEID prior to purchasing anything over \$500 and to provide adequate documentation and invoice COU for the cost. In the event that there is a future change in the need for basic services by WEID, then the parties may mutually agree to increase or reduce basic services with a commensurate increase or reduction in basic services compensation.

Payment for Work. No payments shall be made until this Agreement is fully executed by both Parties. Invoices shall be issued on an annual basis. WEID agrees to be billed and to pay \$1,040.00 for services from May 1, 2026 to June 30, 2026, and then to transition to a July 1 to June 30 annual billing cycle thereafter. Unless otherwise specified in Attachment A, COH will submit invoices annually for services rendered and WEID shall remit payment within 30 calendar days of receipt of invoice.

STANDARD TERMS AND CONDITIONS

1. **Legal Relationship.** The Parties intend the legal relationship between the parties to be at all times and for all purposes under this Agreement that of independent contracting agencies.
2. **Subcontracts and Assignment.** Neither party shall subcontract or assign any part of the Agreement without the prior written approval of the other party. Any attempted assignment of this Agreement without the prior written approval of the other party shall be void. If consent to a subcontract is properly given, then in addition to any other provisions of this Agreement, the subcontracting party shall hold its subcontractor to all the terms and conditions of this Agreement that would otherwise bind the party to whom consent was given. The Parties agree that any such subcontracts shall have no binding effect on the consenting party to this Agreement.
3. **Termination.** This Agreement may be terminated as follows unless otherwise specified herein:
 - a. **Mutual:** The Parties may terminate this Agreement at any time by written Agreement. WEID shall pay COH for all materials purchased and work performed prior to the termination date.
 - b. **Party's Sole Discretion:** Either party, in its sole discretion, may terminate this Agreement for any reason on thirty (30) calendar days' written notice to the other party. WEID shall pay COH for all materials purchased and work performed prior to the termination date.
 - c. **Breach:** Either party may terminate this Agreement in the event of a breach by the other party. To be effective, the party seeking termination must give the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within five (5) calendar days of the date of the notice, then the non-breaching party may terminate this Agreement at any time thereafter by giving a written notice of termination. WEID shall pay COH for all materials purchased and work performed prior to the termination date.
 - d. **Termination** by either party shall not constitute a waiver of any claim either party may assert against the other party.
4. **Access to Records.** Upon reasonable advance notice, each party shall have access to the books, documents and other records of the other party (electronic or otherwise) which are necessary for completion of this Agreement for the purpose of examination, copying and audit unless otherwise limited by law.

5. **Confidentiality.** No reports, information, and/or data prepared or assembled by the Parties under this Agreement shall be made available to any individual or organization by either party without the prior written approval of the other party unless required by state or federal law. If COH IT staff in their work is exposed to proprietary data particularly related to Economic Development/Business Recruitment efforts, they shall not disclose that to either party to this agreement.
6. **Compliance with Applicable Laws.** Parties shall comply with all federal, state, county and local laws, ordinances, and regulations applicable to the work to be done under this Agreement, including all applicable State and local public contracting provisions.
7. **Insurance.** The Parties represent that they are insured according to the statutory limits set in the State of Oregon for any liability, property, or auto claims. The Parties represent that they will maintain insurance to cover any claim that may result from or arise out of this Agreement. COH is insured for workers' compensation as required by law and shall provide benefits as prescribed by the State of Oregon.
8. **Indemnity and Hold Harmless.** The Parties individually accept responsibility for liability arising out of their individual performance of this Agreement. WEID shall hold harmless, and indemnify COH from any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from the WEID's negligent acts, omissions, activities or services provided pursuant to this Agreement. Subject to Oregon State law, COH shall hold harmless, and indemnify WEID from any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from COH's negligent acts, omissions, activities or services provided pursuant to this Agreement.
9. **Waiver, Severability.** Waiver of any default or breach under this Agreement by either party does not constitute a waiver of any subsequent default or a modification of any other provision(s) of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
10. **Remedies.** In case of WEID's breach, COH shall be entitled to receipt of payments for work performed and to any other available legal and equitable remedies. In case of COH's breach, WEID shall be entitled to a refund of any prepayments of any work not performed and to any other available legal and equitable remedies.

11. Dispute Resolution. The Parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the Parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually agreeable mediator for mediation. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This mediation procedure shall be followed to its conclusion prior to either party seeking relief from the court, except in the case of an emergency.

12. Attorney Fees. The Parties agree if any suit or action at law, in equity, or through arbitration is filed to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, costs, and disbursements in addition to any other relief to which that party may be entitled. If the prevailing party is represented by "in-house" counsel, it shall nevertheless be entitled to recover reasonable attorney fees based upon reasonable time, rates and charges generally accepted in the Morrow/Umatilla County, Oregon area for the type of legal services performed.

13. Notices/Point of Contact. All notice or demands of any kind required or desired to be given by the Parties must be in writing and shall be deemed delivered upon in-person delivery or depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at its address listed below:

City of Hermiston, Attn: City Manager
 180 NE 2nd Street; Hermiston, OR 97838
 Email: bsmith@hermiston.or.us PH: (541) 667-5002

West Extension Irrigation District, Attn: District manager
 P.O Box 100, Irrigon, OR 97844
 Email: bbridge@oregontrail.net PH: 541-922-3814

14. Governing Law. The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Agreement must be brought in Umatilla County Circuit Court. If the claim must be brought in a federal forum then it shall be brought and conducted in the United States District Court for the State of Oregon. PARTIES AGREE TO THE JURISDICTION OF THESE COURTS.

15. Force Majeure. Neither COH nor WEID shall be responsible for delay or default caused by any contingency beyond their control, including, but not limited to war or insurrection, strikes or lockouts by the Parties' own employees, walkouts by the Parties' own employees, fires, natural calamities, riots or demands or requirements of

governmental agencies other than COH or WEID.

16. Ownership of Work Product. Any and all goods and services developed for WEID pursuant to this Agreement are intended as works made for hire. Works made for hire are the exclusive property of WEID.

17. Modification. No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both Parties. A written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

18. Entire Agreement. When signed by the authorized representatives of both parties, this Agreement and its attached exhibit(s) is their final and entire Agreement. This Agreement supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

I HAVE READ THIS AGREEMENT INCLUDING THE ATTACHMENT(S). I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS AGREEMENT. I UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

WEST EXTENSION IRRIGATION DISTRICT

Signature: Beverly J. Bridgewater Title: District Manager
Name (print): Beverly J. Bridgewater Date: 4/20/2026

CITY OF HERMISTON

Signature: _____ Title: _____
Name (print): _____ Date: _____

Attachment A: Statement of Work**Managed Help Desk**

- Monitor, triage and remediate IT issues submitted by WEID staff
- Provide SLA agreement
- Ensure Help Desk solution is updated/patched and configured, adhering to best practices
- Train WEID staff on process for submitting help requests

Managed Server and Infrastructure Support

- Monitor servers and infrastructure
- Configure for optimal performance
- Maintain updates/patches for hardware and software
- Ensure compliancy for licensing/usage

Managed Workstations/Laptops/Software

- Windows OS patch management
- Maintain hardware/firmware updates
- Maintain updates for standard add-on software (i.e. Adobe Reader, Java, etc.)
- Remote management/support
- Installation and configuration of any new hardware such as servers, PCs, printers, peripherals, etc.
- Installation and configuration of any new software such as MS Office, version upgrades, etc.

Active Directory

- Audit current AD environment
- Remediate issues
- Configure for best practices
- Review group policy

Expectations:

To ensure COH's ability to provide satisfaction to WEID, the following provisions apply as appropriate to services contracted with COH. COH is pleased to offer a complete package of IT support services for WEID. The IT support package is designed to handle all WEID's technology-related needs. All servers, workstations, and other network devices and Microsoft Operating Systems are considered covered items that will be maintained or serviced.

What this service covers and includes:

Vendor Liaison: COH will act as WEID's duly appointed representative and advocate. COH IT Team will diagnose problems and dispatch or contact third parties such as Internet service providers, hardware manufacturers, IT contractors, etc. when deemed necessary. The COH IT Team is not intended to replace third party/line-of-business applications support. WEID agrees to refrain from interacting with the third parties (except line-of-business application support) because it may result in misdirected activity and/or delay of resolution.

Best Interest: In the event of a failure or problem, remedial activities may commence prior to notifying WEID of the problem. This will allow the COH IT Team the ability to begin problem resolution, open trouble tickets with other vendors, or dispatch personnel with replacement parts when deemed necessary. In doing so, COH is acting in WEID's best interest to resolve the issue as quickly as possible. All efforts will be made to communicate any technology-related issues that arise to WEID as soon as possible.

Administrative Access: It is imperative that COH IT Team maintain and control administrative access to the WEID's network and be responsible for providing all other third parties with needed or requested access.

Approval of Hardware and Software: The COH IT Team will collaborate with WEID's appointed staff to procure hardware and software. COH's role will be to research, evaluate and recommend with final approval coming from WEID's designated IT liaison.

Advisory Role: To assist with proper planning and third-party services involving the network, telecommunications, data access, future growth or down-sizing, WEID will involve the COH IT Team in such discussions as an advisor.

IT Policy and Procedure: The COH IT Team will work with WEID's designated liaison to establish relevant IT policies and procedures based on best practices.

Support Tiers: The Help Desk will be the first point of contact for IT support requests and is considered Tier 1. Almost all support incidents begin in Tier 1, where the initial trouble ticket is created, the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated. Support incidents that cannot be resolved in Tier 1 immediately move to Tier 2 support. Generally, these are more complex support techniques on hardware/software issues that can be provided by more experienced support staff. Support incidents that cannot be resolved by Tier 2 support are escalated to Tier 3, where support is provided by the most qualified and experienced support staff who can collaborate with third party (vendor) support engineers to resolve the most complex issues.

Criminal Justice Information Systems Compliance: COH IT staff will maintain Criminal Justice Information Systems (CJIS) certifications for compliance in supporting law enforcement agencies and municipal court operations if applicable.

Service Level Agreements (SLAs):

SLA 1: Service not available (not able to work, network down, workstation not turning on, etc.) This is an instant contact scenario. Submitting Help Desk Ticket is not required and may not be available. Contact information will be provided to WEID staff. Response time is immediate as possible.

SLA 2: Significant degradation in services (obvious slow network, internet, etc., but still functional). Submitting Help Desk Ticket required if possible. Depending on resources, impacted WEID staff will be provided with contact information for COH IT Team and instructed on appropriate time for direct contact. COH IT Team response time is within two hours during normal business hours.

SLA 3: Limited degradation of service. This is impacting resources, but business process can continue. Submitting Help Desk Ticket required. COH IT Team response time is within four hours during normal business hours.

SLA 4: Slight service degradation. This is when an issue needs to be researched or resolved but is not having a significant impact on business process. Submitting Help Desk Ticket required. COH IT Team will respond within one business day.

SLA 5: After hours support will be available for critical widespread outages as needed by WEID staff.



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of April 27, 2026

Title/Subject

RESOLUTION NO. 2421 - Approve Intergovernmental Agreement to operate the Practical Assistance through Transitional Housing (PATH) program

Summary and Background

This IGA is an updated agreement with additional partners and more formal funding information. This IGA continues our work with Umatilla County and regional partner cities to continue implementation of the PATH Project, a coordinated regional effort to address homelessness.

The updated agreement formalizes the continuation of services that have been operating collaboratively since 2022, ensuring no disruption in service delivery, while reinforcing the City of Umatilla's role as fiscal agent and administrative lead.

The PATH program has demonstrated measurable success in providing shelter, coordinating services, and transitioning individuals into permanent housing. Stepping Stones staff recently gave an update to the Council on their efforts implementing the PATH program.

Tie-In to Council Goals

N/A

Fiscal Information

This updated IGA places an estimated budget (before state funding) in the agreement for three fiscal years. Each year the City will budget funds to cover our obligations.

The City's FY25-26 share of operations after state funding is \$49,991.36

Alternatives and Recommendation

Alternatives

1. Approve Resolution No. 2421
2. Reject Resolution No. 2421
3. Table Resolution No. 2421

Recommended Action/Motion

Approve Resolution No. 2421

Submitted By:

Byron D. Smith

RESOLUTION NO. 2421**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH UMATILLA COUNTY AND THE CITIES OF UMATILLA, STANFIELD, ECHO, BOARDMAN, AND IRRIGON FOR THE CONTINUED IMPLEMENTATION OF THE PRACTICAL ASSISTANCE THROUGH TRANSITIONAL HOUSING (PATH) PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE AND ADMINISTER SAID AGREEMENT; AND DECLARING A RETROACTIVE EFFECTIVE DATE.**

WHEREAS, pursuant to ORS 190.010, units of local government may enter into agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform; and

WHEREAS, the City of Hermiston is currently participating in a regional partnership with Umatilla County and neighboring cities to implement the Practical Assistance through Transitional Housing (PATH) Project pursuant to prior agreements approved by Resolution No. 2241; and

WHEREAS, PATH Project originally established through State of Oregon funding authorized under House Bill 4123 (2022) to create a coordinated regional homeless response system among participating jurisdictions; and

WHEREAS, the initial HB 4123 funding enabled the creation of a coordinated homeless response system that has demonstrated measurable outcomes, including provision of shelter services, coordination of care, and successful transitions of participants into permanent housing; and

WHEREAS, PATH operates as regional collaboration recognizing that homelessness is a complex, cross-jurisdictional issue requiring coordinated planning, shared responsibility, and unified implementation among local governments and community partners; and

WHEREAS, the PATH Strategic Plan establishes a vision of equitable access to stable housing and identifies core goals of shelter, services, housing, and advocacy, with an emphasis on collaboration, data-informed decision-making, and culturally responsive service delivery; and

WHEREAS, the Strategic Plan further emphasizes the importance of creating pathways from homelessness to transitional and permanent housing through coordinated services, regional partnerships, and investment in housing capacity and supportive services; and

WHEREAS, the intergovernmental structure of PATH enables the participating jurisdictions to leverage public resources with private, nonprofit, and grant funding opportunities, thereby maximizing efficiency and expanding available services beyond what any single jurisdiction could achieve independently; and

WHEREAS, the City of Umatilla serves as the fiscal agent and administrative lead for the PATH Project, providing oversight, coordination, and management of program operations in partnership with the PATH Advisory Committee and contracted service providers; and

WHEREAS, the PATH Advisory Committee, comprised of representatives from each participating jurisdiction, has reviewed the proposed Intergovernmental Agreement and unanimously recommends its approval; and

WHEREAS, the participating partners have continued to operate collaboratively following the expiration of the prior agreement on June 30, 2025, with the expectation of formalizing a successor agreement with retroactive effect to ensure continuity of services; and

WHEREAS, continuation of PATH promotes public health and safety, supports vulnerable populations, advances regional housing objectives, and reflects the City Council's adopted goals, including the commitment to partner regionally to expand housing opportunities at all economic levels; and

WHEREAS, the City Council finds that entering into the proposed Intergovernmental Agreement is in the best interest of the City of Hermiston and its residents; and

WHEREAS, the City Council desires to authorize the City Manager, or designee, to administer and manage the City's participation in the PATH Project in accordance with the terms of the agreement.

NOW, THEREFORE, THE CITY OF HERMISTON RESOLVES AS FOLLOWS:

1. That the Intergovernmental Agreement for the Practical Assistance through Transitional Housing (PATH) Project, attached hereto and incorporated herein by reference, is hereby approved.
2. The City Manager, or designee, is authorized to execute the Intergovernmental Agreement and any related documents or amendments consistent with the interest of this Resolution.
3. That the City Manager, or designee, is authorized and directed to administer, implement, and manage the City's participation in PATH, including fiscal oversight and coordination with partner agencies and service providers.
4. That this Resolution and the Intergovernmental Agreement approved herein shall be effective July 1, 2025 to ensure continuity of services and uninterrupted regional coordination.

PASSED by the Common Council this 27th day of April 2026.

SIGNED by the Mayor this 27th day of April 2026.

Doug Primmer, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into by and between Umatilla County, a political subdivision of the State of Oregon ("County"), the City of Umatilla, an Oregon municipal corporation ("Umatilla"), City of Hermiston, an Oregon municipal corporation ("Hermiston"), City of Echo, an Oregon municipal corporation ("Echo"), City of Stanfield, an Oregon municipal corporation, ("Stanfield"), City of Boardman, an Oregon municipal corporation ("Boardman"), and the City of Irrigon, an Oregon municipal corporation ("Irrigon), and collectively with Umatilla, Hermiston, Echo, Stanfield, Boardman, and the city of Irrigon, the "Cities"; County and the Cities shall hereinafter be referred to collectively as the "Parties" and each, a "Party") as of the date the last party signs this Agreement (the "Effective Date").

RECITALS

WHEREAS, ORS 190.010 authorizes units of local government to enter into intergovernmental agreements for the performance of any or all functions which a Party has the authority to perform; and

WHEREAS, County previously received a one-time grant from the State of Oregon under HB4123 to establish a coordinated homeless response system consisting of the Parties. Those funds have now been fully expended; and

WHEREAS, The Parties implemented HB 4123 and established a coordinated homeless response system consisting of the County and the Cities ("Project PATH"); and

WHEREAS, the initial funding provided under HB 4123 enabled the Parties to design and implement a coordinated, regional homeless response system that has demonstrated measurable success, accountability, and strong community support since its inception; and

WHEREAS, since implementation of Project PATH, the coordinated response system has facilitated thousands of overnight shelter stays annually, served hundreds of unique individuals, and successfully transitioned numerous participants into permanent housing, demonstrating that this collaborative model is both effective and results-driven; and

WHEREAS, the partnership with Stepping Stones Alliance of Hermiston, Inc., an Oregon nonprofit corporation, has strengthened Project PATH by providing experienced operational leadership, low-barrier shelter services, navigation services, outreach, and case management that complement the governmental oversight and policy guidance of the Parties; and

WHEREAS, the partnership structure allows Project PATH to access diversified funding streams, including private donations, foundation grants, fundraising revenues, and community-based sponsorships, which would otherwise be unavailable or significantly limited if operated solely as a governmental program; and

WHEREAS, the intergovernmental structure of Project PATH further enables eligibility for and participation in state and federal funding opportunities, including Oregon Continuum of Care funding, legislative appropriations, and other public grant resources intended to support coordinated homeless response systems; and

WHEREAS, by combining nonprofit funding opportunities, local government appropriations, and eligibility for state, federal, and Continuum of Care funding, Project PATH creates the most comprehensive and financially efficient model available to the Parties, leveraging public dollars with private investment and maximizing regional return on investment; and

WHEREAS, the Parties acknowledge that homelessness is a regional issue requiring a coordinated regional response with leadership, shared responsibility, and unified strategic planning across jurisdictional boundaries, and that continuation of Project PATH reflects a shared commitment to addressing homelessness in a humane, fiscally responsible, and community-centered manner; and

WHEREAS, the Parties find that entering into and continuing this Agreement is in the best interest of their respective communities, promotes public health and safety, protects vulnerable populations, supports economic stability, and preserves the long-term sustainability of a coordinated homeless response system in western Umatilla County and eastern Morrow County.

NOW, THEREFORE, County and the Cities, on the terms and conditions set forth herein, and for consideration of which the existence and sufficiency is mutually acknowledged, enter into the following Agreement:

AGREEMENT

1. **Project PATH.** Project PATH shall, at a minimum, satisfy the requirements set forth in Exhibit A, attached hereto.
2. **Homeless Response Office.** The Homeless Response Office (required to be established by Exhibit A, Section I(a)) (the "Office") shall be organized as follows and shall perform the following functions:
 - (a) The Office will operate under the general policy guidance of the Homeless Response Advisory Board (required to be established by Exhibit A, Section I(b)) (the "Advisory Board").
 - (b) The Office will primarily consist of a Director selected by Umatilla and approved by the Advisory Board. Umatilla may contract for the services provided by the Director. The Director may be any individual or entity duly qualified and willing to serve in the role.
 - (c) The Office will coordinate with and develop partnerships with local and regional stakeholders, including plans for coordination with any local continuum of care receiving funding under 24 C.F.R. part 578.
 - (d) The Office will be managed by the Director who will report to Umatilla and the Advisory Board or their respective designees. The Director will be charged with the general operation of the Office, and shall work to coordinate with Umatilla and the Advisory Board and all Parties to implement the elements described in the adopted Strategic Plan and endeavor to meet the project goals set forth in Exhibit A.
3. **Homeless Advisory Board.** The Advisory Board shall be organized as follows and shall perform the following functions:

- (a) The Advisory Board members shall consist of a representative from each Party, and shall be formed for the purposes of providing general guidance to the Office.
- (b) The Advisory Board members shall have the opportunity to make important decisions, including approving recommendations to the Parties for amendments to the Strategic Plan.
- (c) Given that the Advisory Board is authorized by statute and governed by this Agreement with the authority to make formal advice and recommendations on public policy and administration, the Advisory Board is considered a public body for the purposes of Oregon Public Meetings Law, and will hold noticed meetings open to the public, and otherwise act in accordance with Oregon Public Meetings Law.
- (d) The Advisory Board shall adopt formal Bylaws sufficient to ensure compliance with Oregon Public Meetings Law and the orderly functioning of the Advisory Board. The Bylaws will establish a regular meeting schedule to be observed by the Advisory Board.
4. Obligations of the Parties.
- (a) The Parties shall support the Office until this Agreement is terminated.
- (b) The Parties shall cooperate in good faith to ensure that the goals of Project PATH are achieved. The Parties shall work in good faith to amend this Agreement when necessary to achieve the goals set forth in Exhibit A.
- (c) Project PATH will be funded in part with the \$1 grant from the State of Oregon to County referenced in Recital B, which County will transfer in its entirety to Umatilla upon County's receipt from the State of Oregon and execution of this agreement.
- (d) (i). If this Agreement is terminated, then each Party shall promptly pay a termination fee to Umatilla as set forth in Exhibit B *Termination Fee Schedule* calculated as of the effective date of such termination; or
(ii). if any Party withdraws from this Agreement, then such withdrawing Party shall be obligated to pay the termination fee to Umatilla as set forth in Exhibit B *Termination Fee Schedule* calculated as of the effective date of such withdrawal promptly upon Umatilla's request.
- (e) Umatilla shall serve as the fiscal agent responsible for funding Project PATH's operations. Umatilla will retain fiscal and managerial oversight of Project PATH, including the Office and the Director.
- (f) Effective Fiscal Year 2026 (July 1, 2025 through June 30, 2026), each party agrees to contribute financially to Project PATH's ongoing operations. The total annual operation should not exceed Seven Hundred Fifty Thousand Dollars (\$750,000). Financial contributions from each Party shall be calculated based on mutually agreed-upon actuals and determined annually by the fiscal agent.
- (g) Each party's estimated annual contribution is as follows:
- City of Umatilla –31%
 - City of Hermiston –31%
 - City of Stanfield – 1.5%
 - City of Echo- 1%
 - City of Boardman-3%
 - City of Irrigon-1.5%
 - Umatilla County-31%

For Fiscal Year 2027, the total annual operating budget shall not exceed Seven Hundred Eighty-Seven Thousand Five Hundred Dollars (\$787,500), reflecting a five percent (5%) increase.

Each party's estimated annual proportional contribution for FY27 shall remain as follows:

FY27 – Total \$787,500 (5% increase)

- City of Umatilla – 31%
- City of Hermiston – 31%
- City of Stanfield – 1.5%
- City of Echo – 1%
- City of Boardman – 3%
- City of Irrigon – 1.5%
- Umatilla County – 31%

For Fiscal Year 2028, the total annual operating budget shall not exceed Eight Hundred Twenty Six Thousand Eight Hundred Seventy Five Dollars (\$826,875), reflecting a five percent (5%) increase.

Each party's estimated annual proportional contribution for FY28 shall remain as follows:

FY28 – Total \$826,875 (5% increase)

- City of Umatilla – 31%
- City of Hermiston – 31%
- City of Stanfield – 1.5%
- City of Echo – 1%
- City of Boardman – 3%
- City of Irrigon – 1.5%
- Umatilla County – 31%

- (h) In the event PATH were to receive State, Federal, or private grants or other awards for operational costs, that amount received will be reduced from the annual total costs from these agreed upon amounts for FY26 through FY28, respectively, and each partner would contribute according to their proportionate share above to the adjusted downward net cost (FY cost – award = adjusted downward net cost). This would include direct appropriations from the Continuum of Care or other direct legislative or grant awards for PATH, but may not include direct donor or other direct grant awards to the Director.
- (i) Each party shall remit its share to the fiscal agent within (30) days of receiving an invoice unless otherwise agreed in writing. These contributions are essential to ensure Project PATH is operational.
- (j) Under the recommendation of the Advisory Board, Umatilla is authorized to and will select a Director to manage the Office. Umatilla is authorized to terminate the Director, and in such an event, Umatilla is authorized to and will select a new Director. This Agreement does

not create any employment or contractual relationship between the Parties or the Office or Director.

- (k) Umatilla is authorized to and will be responsible for all contracting, procurement, or other activities necessary to operate Project PATH, including engaging any third-party service providers as Umatilla determines is reasonably necessary.
- (l) Umatilla has currently entered into a Services Agreement with Stepping Stones of Hermiston Inc., an Oregon nonprofit corporation, to provide Director services that further the objectives of Project PATH, which Services Agreement is subject to review and corresponding recommendation for approval by the Advisory Board, not to be unreasonably withheld, conditioned, or delayed.
- (m) Each of the Parties, the Office, and the Advisory Board shall cooperate with respect to all matters described herein and shall execute such notifications and other documents as may be reasonably requested for the purpose of giving effect to, or evidencing or giving notice of, the provisions of this Agreement.
- (n) Umatilla's legal counsel may be called upon to provide legal advice to the Advisory Committee and the Office as necessary.
- (o) Effective FY27, Umatilla shall establish a Special Revenue Fund in association with PATH that will include all revenues and expenditures and accounting as required by Oregon budget law. It shall be noted that all fund appropriations from the Continuum of Care are required to go directly to the Director and will not appear in this Fund.

5. General Terms.

(a) Notice. The designated representatives of the Parties for the administration of this Agreement are as follows. Notice shall be deemed delivered upon sending an email to all of the Parties.

- (i) Umatilla County: Dan Dorran, County Commissioner
Phone: 541-278-6201
Email: dan.dorran@umatillacounty.gov
- (ii) City of Umatilla: David Stockdale, City Manager.
Phone: 541-922-3226
Email: david@umatilla-city.org
- (iii) City of Hermiston: Byron Smith, City Manager
Phone: 541-567-5521
Email: bsmith@hermiston.or.us
- (iv) City of Echo: Mike Gonzalez, City Administrator
Phone: 541-376-6038
Email: CityManager@echo-oregon.com
- (v) City of Stanfield: Darla Linker, City Manager
Phone: 541-449-3831
Email: dlinker@cityofstanfield.com
- (vi) City of Boardman: Brandon Hammond, City Manager
Phone: 541-481-9252
Email: HammondB@cityofboardman.com
- (vii) City of Irrigon: Aaron Palmquist
Phone: 541-922-3047
Email: manager@ci.irrigon.or.us

Entire Agreement. This Agreement, together with the recitals above and exhibit attached hereto, which are incorporated herein by this reference, constitute the entire agreement among the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written not specified herein regarding such subject matter. No waiver, consent modification or change of terms of this Agreement shall bind any Party unless in writing and signed by all Parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

- (b) Severability. The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or enforceability of the remaining provisions or of that provision under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted by law.
- (c) Term; Termination. The initial term of this Agreement shall commence on **July 1st, 2025** ("Commencement Date"), and end on **June 30, 2028** (the "Initial Term"). County, Umatilla, Hermiston, Echo, Stanfield, Boardman and Irrigon may not voluntarily terminate or withdraw from this Agreement during the Initial Term. The term of this Agreement shall automatically renew for additional successive 24-month periods, subject to the termination and withdrawal rights provided herein. After the Initial Term, any Party may withdraw from this Agreement upon 180 days' prior written notice to the other Parties. Additionally, Umatilla may terminate this Agreement effective immediately or force a breaching Party to withdraw from this Agreement upon the material breach of any other Party. If any Party shall file or suffer the filing of a bankruptcy or similar proceeding, such filing shall constitute a material breach of this Agreement. Any termination of or withdrawal from this Agreement is subject to the termination fees described in Section 4(d).
- (e) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Agreement by electronic means intended to preserve the original pictorial appearance of this Agreement or by industry standard electronic signature software shall have the same legal force and effect as execution by original signatures.
- (f) Access to Records/Record Retention. The Parties shall maintain fiscal records and all other records pertinent to this Agreement.
 - (i) All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
 - (ii) All records shall be retained and kept accessible for at least three years, or as otherwise required to be retained by Oregon law.

- (iii) If an audit, litigation or other action involving this Agreement is started before the end of the three-year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three- year period, whichever is later.
- (iv) The Parties and their authorized representatives shall have the right to access all of associated books, documents, papers and records related to this Agreement for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.
- (g) Indemnification. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, each Party shall defend, indemnify, and hold each other Party, and its officers, agents, employees and volunteers, harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively referred to as "claims") that may be based on, or arise out of, damage or injury (including death) to persons or property to the extent caused by or resulting from the indemnifying Party's: (1) negligence or willful misconduct in connection with the performance of this Agreement or by conditions created thereby; (2) breach of this Agreement; or (3) violation of any statute, ordinance or regulation. The Parties are not agents of each other and are not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.
- (h) Survival. Ali covenants, indemnifications, and agreements contained in this Agreement that contemplate performance subsequent to the expiration or earlier termination of this Agreement, or that cannot be ascertained or fully performed until after expiration or earlier termination of this Agreement, shall survive such expiration or termination.

[Signature page follows]

UMATILLA COUNTY:

CITY OF UMATILLA:

By: _____

By: _____

Name: Daniel N. Dorran
Title: Umatilla Board of Commissioners

Name: David Stockdale
Title: Board Chair, City Manager

Date:

Date:

CITY OF HERMISTON:

CITY OF ECHO:

By: _____

By: _____

Name: Byron Smith
Title: City Manager
Date:

Name: Mike Gonzalez
Title: City Administrator
Date:

CITY OF STANFIELD:

CITY OF BOARDMAN:

By: _____

By: _____

Name: Darla Linker
Title: City Manager
Date:

Name: Brandon Hammond
Title: City Manager
Date:

CITY OF IRRIGON:

By: _____

Name: Michelle Patton
Title: Mayor
Date:

Exhibit A

Project PATH Description
[Attached.]

Exhibit B
Termination Fee Schedule

Calendar Year Termination Occurs	Total Termination Fee	Party	Party's Termination Fee Percentage	Party's Termination Fee Amount
2026	\$534,000	Umatilla	27%	\$144,180

		County	27%	\$144,180
		Hermiston	27 %	\$144,180
		Stanfield	6%	\$32,040
		Echo	4%	\$21,360
		Boardman	6%	\$32,040
		Irrigon	3%	\$16,020
2027	\$445,000	Umatilla	27%	\$120,150
		County	27%	\$120,150
		Hermiston	27%	\$120,150
		Stanfield	6%	\$26,700
		Echo	4%	\$17,800
		Boardman	6%	\$26,700
		Irrigon	3%	\$13,350
2028	\$356,000	Umatilla	27%	\$96,120
		County	27%	\$96,120
		Hermiston	27%	\$96,120
		Stanfield	6%	\$21,360
		Echo	4%	\$14,240
		Boardman	6%	\$21,360
		Irrigon	3%	\$10,680
2029	\$267,000	Umatilla	27%	\$72,090
		County	27%	\$72,090
		Hermiston	27%	\$72,090
		Stanfield	6%	\$16,020
		Echo	4%	\$10,680
		Boardman	6%	\$16,020
		Irrigon	3%	\$8,010
2030	\$178,000	Umatilla	27%	\$48,060
		County	27%	\$48,060
		Hermiston	27%	\$48,060
		Stanfield	6%	\$10,680
		Echo	4%	\$7,120
		Boardman	6%	\$10,680
		Irrigon	3%	\$5,340
2031	\$89,000	Umatilla	27%	\$24,030
		County	27%	\$24,030
		Hermiston	27%	\$24,030
		Stanfield	6%	\$5,340
		Echo	4%	\$3,560
		Boardman	6%	\$5,340
		Irrigon	3%	\$2,670
2032	\$0.00	Umatilla	27%	\$0.00
		County	27%	\$0.00

	Hermiston	27%	\$0.00
	Stanfield	6%	\$0.00
	Echo	4%	\$0.00
	Boardman	6%	\$0.00
	Irrigon	3%	\$0.00



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of April 27, 2026

Title/Subject

March 2026 Monthly Financial Report

Summary and Background

This is the monthly overview of the previous month's financial position reflecting year-to-date activity.

Tie-In to Council Goals

Fiscal Prudence.

Fiscal Information

See Report.

Alternatives and Recommendation

Alternatives

None.

Recommended Action/Motion

Recommend/Request acceptance of the March 2026 Financial Report as presented.

Submitted By:

Ignacio Palacios, Finance Director

Byron D. Smith, City Manager

March 2026 Financial Report



Department of Finance
March 2026
(Unaudited)

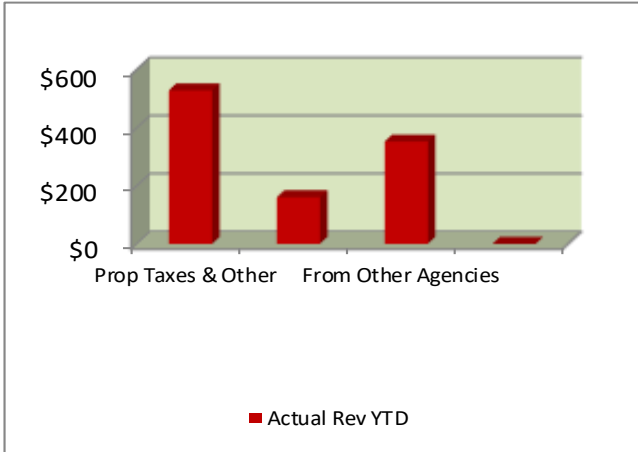
FY2025-2026 Monthly Financial Report

Hermiston Urban Renewal Agency (HURA)

For the Month Ending March 31, 2026

Resources Through March 31, 2026

by Category (in \$1,000)

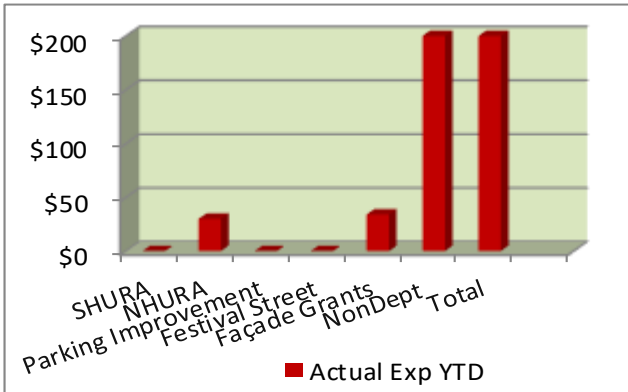


	Annual Bud't Rev	Actual Rev YTD	% Var
Prop Taxes & Other	\$ 312	529	170%
Miscellaneous	\$ -	161	#DIV/0!
From Other Agencies	\$ 345	352	102%
Cash Fwd	\$ 5,200	-	0%
Total	\$ 5,857	\$ 1,042	18%

Note: Variance is calculated as % of revenue YTD

Expenditures Through March 31, 2026

by Category (in \$1,000)



	Annual Bud't Exp	Actual Exp YTD	% Var
SHURA	\$ -	-	0%
NHURA	\$ 5,545	30	1%
Parking Improvement	\$ 3	-	0%
Festival Street	\$ 3	-	0%
Façade Grants	\$ 60	34	57%
NonDept	\$ 6,057	344	6%
Total	\$ 11,668	\$ 408	3%

Note: variance is calculated as % of expenses YTD.

The FY2025-26 budget for the Urban Renewal Agency is \$11,668,000. This is due to the splitting of each district into a distinct fund for budgeting purposes. This includes \$5,545,000 for the NHURA projects and debt service, \$3,000 for parking improvements, \$3,000 for Festival Street, \$60,000 for façade grants, and \$6,057,000 for Non-Departmental expenses (due to transfers from the General HURA to each of the district funds created for this fiscal year).

Hermiston Urban Renewal Agency (HURA)
 HURA Capital Projects Report
 For the Month Ending March 31, 2026

	Ending Jan 31	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
North First Street Improvement Project	\$ 5,200,000	\$ 29,712	\$ 5,200,000	\$ 426,610	0.57%

North First Street Improvement Project (\$5,200,000)

The project will build a new street connecting N. First Street and NE4th Street, extending between NE Aspen Drive and the Home Depot access drive.

Current Update: Right-of-way has been secured. Design work is 90% completed. Bidding will move forward later in calendar year 2026.

FY2025-2026 Monthly Financial Report

City of Hermiston, Oregon

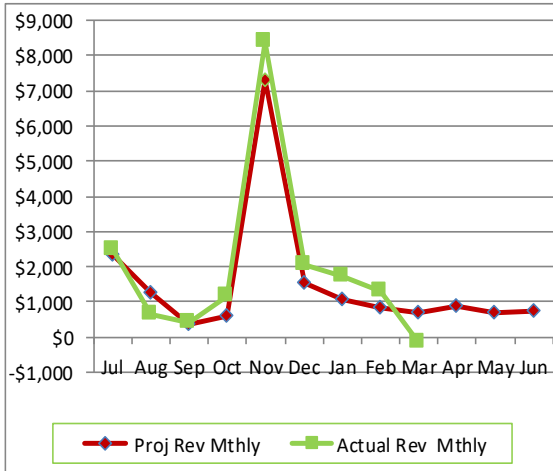
General Fund Resources

For the Month Ending March 31, 2026

General Fund Resources Summary

Through March 31, 2026

(in \$1,000)



	Proj Rev Mthly	Rev Proj Mthly	Actual Rev Mthly	Var Fav/ (Unfav)	% Var
Jul	\$ 2,327	\$ 2,327	\$ 2,472	\$ 145	6%
Aug	\$ 1,263	\$ 1,263	\$ 651	\$ (612)	-48%
Sep	\$ 366	\$ 366	\$ 431	\$ 65	18%
Oct	\$ 584	\$ 584	\$ 1,168	\$ 584	100%
Nov	\$ 7,324	\$ 7,324	\$ 8,370	\$ 1,046	14%
Dec	\$ 1,556	\$ 1,556	\$ 2,030	\$ 473	30%
Jan	\$ 1,077	\$ 1,077	\$ 1,740	\$ 663	62%
Feb	\$ 846	\$ 846	\$ 1,280	\$ 434	51%
Mar	\$ 701	\$ 701	\$ (166)	\$ (867)	-124%
Apr	\$ 857	\$ 857			0%
May	\$ 685	\$ 685			0%
Jun	\$ 743	\$ 743			0%
Total YTD	18,330	18,330	17,977	1,932	10.5%
Cash Fwd	4,700	-	-	-	0%
Total	\$ 23,030	\$ 18,330	\$ 17,977	\$ 1,932	10.5%

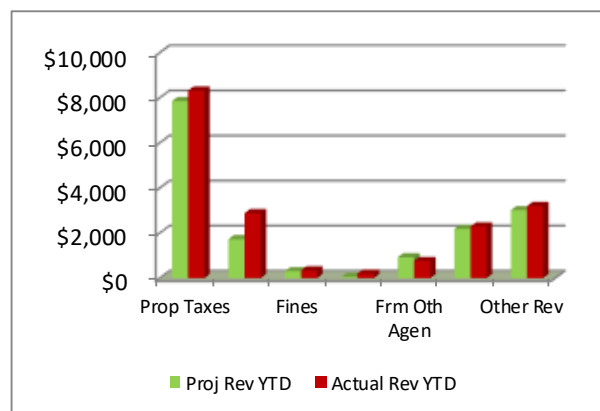
Estimated General Fund revenues for the 2025-26 fiscal year are **\$23,029,813**. Projected year-to-date revenues were **\$16,044,503** compared to actual revenues of **\$17,976,931** a favorable variance of **\$1,932,428 or 12.0%**. This is primarily due to property tax turnovers on a year-to-date basis and franchise fees.

General Fund - All Resources

Through March 31, 2026

by Category

(in \$1,000)



	Annual Bud't Rev	Proj Rev YTD	Actual Rev YTD	Var Fav/ (Unfav)	% Var
Prop Taxes	\$ 8,088	\$ 7,846	\$ 8,313	\$ 466	6%
Lic & Fran	\$ 2,162	\$ 1,726	2,877	1,151	67%
Fines	\$ 425	\$ 306	343	37	12%
Interest Rev	\$ 75	\$ 49	198	149	305%
Frm Oth Agen	\$ 1,183	\$ 925	758	(167)	-18%
Svc Chgs	\$ 3,051	\$ 2,182	2,292	109	5%
Other Rev	\$ 3,347	\$ 3,009	3,196	186	6%
Cash Fwd	\$ 4,700	\$ -	-	-	0%
Total	\$23,030	\$ 16,045	\$ 17,977	\$ 1,932	12.0%

Note: variance is calculated as a percent of the projected revenue YTD.

FY2025-2026 Monthly Financial Report

City of Hermiston, Oregon

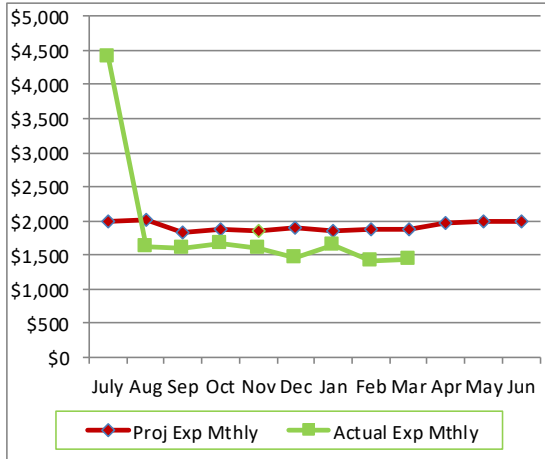
General Fund Expenditures

For the Month Ending March 31, 2026

General Fund Expenditure Summary

Through March 31, 2026

(in \$1,000)



	Proj Exp Mthly	Proj Exp	Actual Exp Mthly	Var Fav/ (Unfav)	% Var
July	\$ 1,994	\$ 1,994	\$ 4,400	\$ (2,406)	-121%
Aug	\$ 2,009	\$ 2,009	\$ 1,617	\$ 393	20%
Sep	\$ 1,832	\$ 1,832	\$ 1,590	\$ 242	13%
Oct	\$ 1,876	\$ 1,876	\$ 1,658	\$ 218	12%
Nov	\$ 1,848	\$ 1,848	\$ 1,608	\$ 240	13%
Dec	\$ 1,903	\$ 1,903	\$ 1,467	\$ 436	23%
Jan	\$ 1,849	\$ 1,849	\$ 1,636	\$ 213	12%
Feb	\$ 1,887	\$ 1,887	\$ 1,414	\$ 473	25%
Mar	\$ 1,865	\$ 1,865	\$ 1,436	\$ 428	23%
Apr	\$ 1,968	\$ 1,968			0%
May	\$ 2,000	\$ 2,000			0%
Jun	\$ 1,999	\$ 1,999			0%
Total YTD	23,030	23,030	16,826	237	1.0%
Contngcy					0%
Total	\$ 23,030	\$ 23,030	\$ 16,826	\$ 237	1.0%

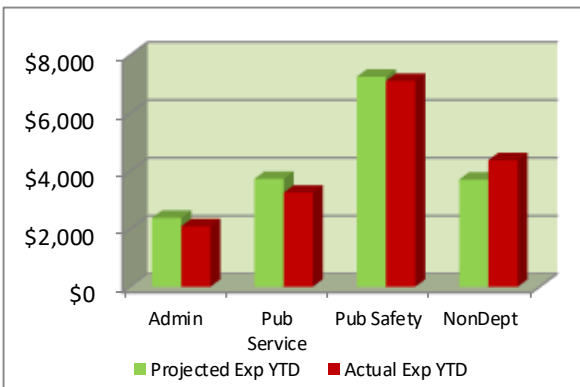
Projected General Fund year-to-date expenditures were **\$23,029,813**. The actual expenditure was **\$16,826,220** which is **\$237,217** less than projected YTD for a **variance of 1.4%**. This is due to the fund transfer to the building inspection fund.

General Fund Expenditures

Through March 31, 2026

by Consolidated Department

(in \$1,000)



	Annual Bud't Exp	Projected Exp YTD	Actual Exp YTD	Var Fav/ (Unfav)	% Var
Admin	\$ 3,179	2,379	2,094	285	12%
Pub Service	5,064	3,729	3,251	478	13%
Pub Safety	9,853	7,255	7,109	146	2%
NonDept	4,934	3,700	4,372	(672)	-18%
Unapp	-	-	-	-	0%
Total	\$23,030	\$ 17,063	\$ 16,826	\$ 237	1.4%

Note: variance is calculated as a percent of the projected expenditures YTD.

FY 2025-2026 Monthly Financial Report

General Fund Expenditure Detail

For the Month Ending March 31, 2026

General Fund Expenditures by Department

	Annual Budgeted			Var Fav/ (Unfav)	% Var Fav/ (Unfav)
	Exp	Projected Exp YTD	Actual Exp YTD		
City Council	59,262	39,679	51,282	(11,603)	-29%
City Manager/Legal	1,325,509	994,132	944,585	49,547	5%
City Planning	921,482	691,112	419,374	271,738	39%
Finance	872,441	654,418	678,740	(24,322)	-4%
Total Administration	3,178,694	2,379,340	2,093,981	285,359	12%
Transportation	467,000	348,154	283,668	64,486	19%
Airport	554,150	424,458	362,255	62,203	15%
Parks	848,227	611,967	569,551	42,416	7%
Parks/Utility Landscaping	113,647	43,290	50,889	(7,599)	-18%
Pool	663,494	482,468	397,836	84,632	18%
Municipal Buildings	156,769	117,577	112,099	5,478	5%
Library	1,074,288	803,052	717,906	85,146	11%
Recreation	757,940	601,618	483,371	118,247	20%
Community Center	296,204	199,772	191,535	8,237	4%
Harkenrider Center	132,146	96,452	81,628	14,824	15%
Total Public Services	5,063,865	3,728,806	3,250,738	478,068	13%
Court	1,060,509	782,951	616,004	166,947	21%
Public Safety Center	65,000	62,104	110,062	(47,958)	-77%
Police Operations	8,727,918	6,409,866	6,383,043	26,823	0%
Total Public Safety	9,853,427	7,254,921	7,109,109	145,812	2%
Non-Departmental	4,933,827	3,700,370	4,372,392	(672,022)	-18%
Unappropriated	0	0	0	0	0%
Total Non-Dept	4,933,827	3,700,370	4,372,392	(672,022)	-18%
Total	23,029,813	17,063,437	16,826,220	237,217	1.4%

For March, FY2026

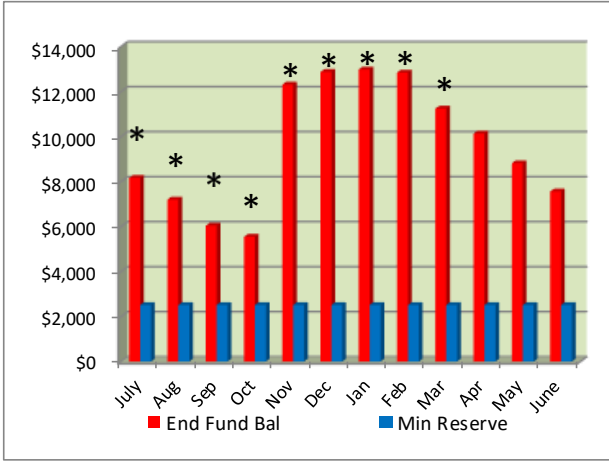
Total Administration is \$285,359 less than YTD projected. **Total Public Services** are \$478,068 less than YTD projected. **Public Safety** is \$145,812 less than YTD projected. **Non-Departmental** is \$672,022 more than YTD projected.

FY2025-2026 Monthly Financial Report

Fund Balance - General Fund

For the Month Ending March 31, 2026

General Fund **Through March 31, 2026**
 Ending Fund Balance (in \$1,000)



Minimum Reserve = \$2,942,250

	Begin Fund				End Fund Bal	ACT/PROJ Fund Bal
	Other	Bal	Revenue	Expense		
July	\$ 3,670	\$ 6,419	\$ 2,472	\$ (4,400)	\$ 8,161	ACT*
Aug	\$ -	\$ 8,161	\$ 651	\$ (1,617)	\$ 7,196	ACT*
Sep	\$ -	\$ 7,196	\$ 431	\$ (1,590)	\$ 6,038	ACT*
Oct	\$ -	\$ 6,038	\$ 1,168	\$ (1,658)	\$ 5,547	ACT*
Nov	\$ -	\$ 5,547	\$ 8,370	\$ (1,608)	\$ 12,309	ACT*
Dec	\$ -	\$ 12,309	\$ 2,030	\$ (1,467)	\$ 12,872	ACT*
Jan	\$ -	\$ 12,872	\$ 1,740	\$ (1,636)	\$ 12,976	ACT*
Feb	\$ -	\$ 12,976	\$ 1,280	\$ (1,414)	\$ 12,842	ACT*
Mar	\$ -	\$ 12,842	\$ (166)	\$ (1,436)	\$ 11,240	ACT*
Apr	\$ -	\$ 11,240	\$ 857	\$ (1,968)	\$ 10,129	PROJ
May	\$ -	\$ 10,129	\$ 685	\$ (2,000)	\$ 8,815	PROJ
June	\$ -	\$ 8,815	\$ 743	\$ (1,999)	\$ 7,559	PROJ
Total	\$ 3,670	\$ 6,419	\$ 20,262	\$ 22,793	\$ 7,559	

The General Fund balance at the end of March 2026 is approximately **\$11,240,000** which is **3.8202 times** the current Minimum Reserve requirement of **\$2,942,250**.

FY2025-2026 Monthly Financial Report

Special Revenue Funds Report

For the Month Ending March 31, 2026

Special Revenue Funds Resources & Requirements

	2025-26 Annual Budget	Actual YTD	Remaining Budget
02 Bonded Debt Fund			
Resources	1,276,000	984,400	291,600
Expenditures	1,272,000	937,226	334,774
Unappropriated Balance	4,000	N/A	N/A
05 Transient Room Tax (TRT)			
Resources	1,365,000	1,133,208	231,792
Expenditures	1,365,000	1,089,855	275,145
Unappropriated Balance	-	N/A	N/A
08 Reserve Fund			
Resources	38,976,574	17,646,790	21,329,784
Expenditures	37,407,918	10,315,911	27,092,007
Unappropriated Balance	1,568,656	N/A	N/A
11 Miscellaneous Special Revenue			
Resources	158,000	903	157,097
Expenditures	158,000	-	158,000
Unappropriated Balance	-	N/A	N/A
19 Christmas Express Special Revenue			
Resources	65,000	17,161	47,839
Expenditures	65,000	21,488	43,512
Unappropriated Balance	-	N/A	N/A
20 Law Enforcement Special Revenue			
Resources	49,780	11,574	38,206
Expenditures	-	-	-
Unappropriated Balance	49,780	N/A	N/A
23 Enterprise Zone Project Fund			
Resources	5,070,195	3,158,314	1,911,881
Expenditures	5,070,195	3,628,738	1,441,457
Unappropriated Balance	-	N/A	N/A
24 Building Inspections			
Resources	4,319,000	5,224,938	905,938
Expenditures	4,319,000	685,678	3,633,322
Unappropriated Balance		N/A	N/A
25 EOTEC Operations			
Resources	8,617,625	2,290,067	6,327,558
Expenditures	8,617,625	1,956,636	6,660,989
Unappropriated Balance		N/A	N/A
26 IT Services			
Resources	1,549,056	1,148,973	400,083
Expenditures	1,549,056	1,050,321	498,735
Unappropriated Balance		N/A	N/A

Beginning with the 2016-17 fiscal year the City began distinguishing within the funds some part of ending fund balance as contingency and some as reserved for future expenditure. The contingency is included in appropriations while the reserve for future expenditures is unappropriated.

The City uses multiple Special Revenue funds to account for revenues that are restricted to expenditure for particular purposes. They include funds for debt service, economic development, parks and recreation, capital projects, and grants. Since these funds are not operational in nature and used for specific purposes from year-to-year, their expenditures do not typically follow a predictable pattern so budget variances are not calculated for them.

FY 2025-2026 Monthly Financial Report

Eastern Oregon Trade and Event Center (EOTEC) Fund

For the Month Ending March 31, 2026

EOTEC Fund

	2025-2026		Actual YTD	Variance	
	Annual Budget	Projected YTD*		Fav/(Unfav)	% Variance
Events	362,000	271,500	264,699	(6,801)	-3%
TRT/TPA	260,625	195,469	162,369	(33,100)	-17%
Misc.	7,995,000	5,996,250	1,863,000	(4,133,250)	-69%
Total Revenues	8,617,625	6,463,219	2,290,068	(4,173,151)	-65%
Personnel	485,603	364,202	352,743	11,459	3%
Materials and Services	406,850	305,138	273,987	31,151	10%
Capital	7,647,472	5,735,604	1,252,207	4,483,397	78%
Transfers	77,700	58,275	77,700	(19,425)	-33%
Total Expenses	8,617,625	6,463,219	1,956,637	4,506,582	70%

This fund is projected on the straight-line, 1/12th revenue or expense per month.

Projected revenues to date are **\$6,463,219** and actual year-to-date revenues are **\$2,290,068** or an **unfavorable variance of 65%**.

Projected expenditures to date are **\$6,463,219** and actual year-to-date expenditures are **\$1,956,637** or a **favorable variance of 70%**.

FY2025-2026 Monthly Financial Report

Utility and Street Funds Report

For the Month Ending March 31, 2026

Utility and Street Funds Report

Resources & Expenditures

	2025-2026			Variance	
	Annual Budget	Projected YTD	Actual YTD	Fav/(Unfav)	% Variance
04 Street Fund					
Resources	2,514,887	1,481,165	1,651,072	169,907	11%
Expenditures	2,447,855	1,835,891	1,367,166	468,725	26%
Contingency	67,032	N/A	N/A	N/A	N/A
06 Utility Fund					
Resources	16,077,986	9,433,490	10,143,000	709,511	8%
Expenditures	15,478,486	11,608,865	9,698,384	1,910,481	16%
Contingency	599,500	N/A	N/A	N/A	N/A
13 HES Fund					
Resources	14,043,723	8,455,292	8,648,777	193,485	2%
Expenditures	12,636,711	9,477,533	9,312,914	164,619	2%
Contingency	1,407,012	N/A	N/A	N/A	N/A
15 Regional Water Fund					
Resources	2,946,000	2,022,000	1,867,571	(154,429)	-8%
Expenditures	2,839,944	2,129,958	2,000,186	129,772	6%
Contingency	106,056	N/A	N/A	N/A	N/A

All four of these funds are projected on a straight line, 1/12th of budgeted expense or revenue per month.

Revenues for the **Street Fund** are **\$169,907 more** than projected. Expenditures are **\$468,725 less** than projected.

Revenues in the **Utility Funds** are **\$709,511 more** than projected. Expenditures are **\$1,910,481 less** than projection.

The **HES Fund** revenue is **\$193,485 more** than projected. Expenditures are **\$164,619 less** than projected.

The **Regional Water Fund** revenues are **\$154,429 less** than projected. Expenditures are **\$129,772 less** than projected.

FY2025-26 Monthly Financial Report

City of Hermiston, Oregon

Utilities/Streets Capital Projects Report

For the Month Ending March 31, 2026

	2025-26 Budget	FY-TD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,600,000	\$ 81,058	\$ 1,600,000	\$ 236,526	14.78%
Gettman Road Extension ROA	250,000	54,004	650,000	487,545	75.01%
N. 1st Place Reconstruction	1,510,390	-	4,110,390	2,976,304	72.41%
NW 2nd Street Paving	580,000	31,000	580,000	31,000	5.34%
RWS Backup Generators	400,000	75,300	400,000	94,300	23.58%
AWS System Expansion - RWS	10,939,400	7,531,261	29,449,400	30,327,780	102.98%
Orchard Water Line Replacement	1,340,000	83,105	1,340,000	83,105	6.20%
Well #6 Chlorination	1,000,000	71,375	1,000,000	108,585	10.86%
Well #4 Control System	530,000	71,457	530,000	132,828	25.06%
Dogwood Street	275,000	-	275,000	-	0.00%
SE 10th Street Bridge Upgrades	100,000	-	100,000	-	0.00%
Lift Station #5 Rebuild	150,000	-	150,000	-	0.00%
E. Evelyn Avenue Gravity SL Replacement	480,000	26,632	480,000	56,742	11.82%
Lift Station #7 Rebuild	600,000	37,000	600,000	37,000	6.17%
AWS Cooling Discharge	2,805,000	172,675	2,805,000	658,598	23.48%
Total	\$ 22,559,790	\$ 8,234,867	\$ 44,069,790	\$ 35,230,313	79.94%

Geer & Harper Re-alignment (\$1,600,000)

This intersection needs to be reconstructed to improve traffic/pedestrian access and ensure connectivity to property east of N. 1st Place. The current configuration makes access difficult for large trucks and traffic backs up on Harper Road during busy times during the day.

Current Update: Bids for the paving portion were opened, and a contract awarded. Construction to begin in early Summer.

Gettman Road Extension ROA (\$650,000)

Gettman Road Extension right of way acquisition project.

Current Update: Acquisition has closed on approximately 76% of the proposed Right of Way. Negotiations continue on the remaining 24%.

North 1st Place Reconstruction (\$4,175,000)

North 1st Place is a critical secondary north/south arterial in Hermiston's transportation system. The existing road is cracking, there are no sidewalks and there is unrestricted access to the roadway from parking and undeveloped areas.

Current Update: Additional Right of Way Acquisition process has begun with UPRR.

NW 2nd Street Paving (\$580,000)

Northwest 2nd street paving of existing gravel street from West Elm street to West Cherry Avenue to include grading, storm drainage, asphalt, centerline stripes, and crosswalk.

Current Update: Design wrapping up. Advertising/Contract Award anticipated in Spring. Construction likely late Spring through Fall.

FY2025-26 Monthly Financial Report

City of Hermiston, Oregon

Utilities/Streets Capital Projects Report

For the Month Ending March 31, 2026

	2025-26 Budget	FY-TD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,600,000	\$ 81,058	\$ 1,600,000	\$ 236,526	14.78%
Gettman Road Extension ROA	250,000	54,004	650,000	487,545	75.01%
N. 1st Place Reconstruction	1,510,390	-	4,110,390	2,976,304	72.41%
NW 2nd Street Paving	580,000	31,000	580,000	31,000	5.34%
RWS Backup Generators	400,000	75,300	400,000	94,300	23.58%
AWS System Expansion - RWS	10,939,400	7,531,261	29,449,400	30,327,780	102.98%
Orchard Water Line Replacement	1,340,000	83,105	1,340,000	83,105	6.20%
Well #6 Chlorination	1,000,000	71,375	1,000,000	108,585	10.86%
Well #4 Control System	530,000	71,457	530,000	132,828	25.06%
Dogwood Street	275,000	-	275,000	-	0.00%
SE 10th Street Bridge Upgrades	100,000	-	100,000	-	0.00%
Lift Station #5 Rebuild	150,000	-	150,000	-	0.00%
E. Evelyn Avenue Gravity SL Replacement	480,000	26,632	480,000	56,742	11.82%
Lift Station #7 Rebuild	600,000	37,000	600,000	37,000	6.17%
AWS Cooling Discharge	2,805,000	172,675	2,805,000	658,598	23.48%
Total	\$ 22,559,790	\$ 8,234,867	\$ 44,069,790	\$ 35,230,313	79.94%

RWS Backup Generators (\$5,000,000)

To provide backup power supply to the regional water system.

Current Update: Purchase contract has been awarded to acquire long-lead-time items which are not anticipated to be delivered until Winter 26/27, with installation work anticipated to be coordinated around planned outages by the system users throughout 2027.

AWS System Expansion- RWS (\$29,449,400)

Amazon Web Services is paying to extend the City-owned 16" water main in Feedville Road approximately 7,000 feet to connect with the City's other existing water infrastructure in Kelli Blvd. This project will also upgrade various pumps and motors in the Regional Water System and chlorinate and perform the necessary functions to convert the line to carry potable water. AWS is also paying the City to design a second, permanent, 24" non-potable water main in Feedville Road. Additionally, this will construct an aquifer and associated storage system.

Current Update: ASR Testing has begun.

Orchard Water Line Replacement (\$1,340,000)

Replaces 3,200 feet of water main line along W. Orchard Ave. between S.W. 7th St. and S.W. 11th St., and along SW. 9th St. between W. Orchard Ave. and W. Juniper Ave.

Current Update: Project advertised. Construction anticipated Summer through Fall.

FY2025-26 Monthly Financial Report

City of Hermiston, Oregon
 Utilities/Streets Capital Projects Report
 For the Month Ending March 31, 2026

	2025-26 Budget	FY-TD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,600,000	\$ 81,058	\$ 1,600,000	\$ 236,526	14.78%
Gettman Road Extension ROA	250,000	54,004	650,000	487,545	75.01%
N. 1st Place Reconstruction	1,510,390	-	4,110,390	2,976,304	72.41%
NW 2nd Street Paving	580,000	31,000	580,000	31,000	5.34%
RWS Backup Generators	400,000	75,300	400,000	94,300	23.58%
AWS System Expansion - RWS	10,939,400	7,531,261	29,449,400	30,327,780	102.98%
Orchard Water Line Replacement	1,340,000	83,105	1,340,000	83,105	6.20%
Well #6 Chlorination	1,000,000	71,375	1,000,000	108,585	10.86%
Well #4 Control System	530,000	71,457	530,000	132,828	25.06%
Dogwood Street	275,000	-	275,000	-	0.00%
SE 10th Street Bridge Upgrades	100,000	-	100,000	-	0.00%
Lift Station #5 Rebuild	150,000	-	150,000	-	0.00%
E. Evelyn Avenue Gravity SL Replacement	480,000	26,632	480,000	56,742	11.82%
Lift Station #7 Rebuild	600,000	37,000	600,000	37,000	6.17%
AWS Cooling Discharge	2,805,000	172,675	2,805,000	658,598	23.48%
Total	\$ 22,559,790	\$ 8,234,867	\$ 44,069,790	\$ 35,230,313	79.94%

Well # 6 Chlorination (\$1,000,000)

The chlorine room at Well No. 6 is 5 feet by 8 feet and too small for its current use and is constructed of fiberglass. It was originally constructed to occasionally store chlorination equipment. It is now in constant use and has been damaged during the exchange of chlorine cylinders. A larger building will allow more efficient operation of the well.

Current Update: Construction contract awarded. Construction through 2026.

Well #4 Control System (\$410,000)

The 2,500-gallon per minute Well No. 4 pump was designed in the 1960s and is obsolete. The control system is unreliable and inefficient, and the piping system has been dismantled to use for parts in other systems. The station experiences large pressure fluctuations and configuring the pump control valve is challenging. The pump house also needs to be updated to ensure reliability during peak demands.

Current Updates

Contractor delays may require this project to wait an additional year. Liquidated damages may be considered.

Dogwood Street (\$275,000)

The existing gravel roadway will be replaced with a fully developed street, including curb/gutters/sidewalk.

Current Update: Contract award anticipated in Spring, with construction completed by the end of the 2026 construction season.

FY2025-26 Monthly Financial Report

City of Hermiston, Oregon
 Utilities/Streets Capital Projects Report
 For the Month Ending March 31, 2026

	2025-26 Budget	FY-TD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,600,000	\$ 81,058	\$ 1,600,000	\$ 236,526	14.78%
Gettman Road Extension ROA	250,000	54,004	650,000	487,545	75.01%
N. 1st Place Reconstruction	1,510,390	-	4,110,390	2,976,304	72.41%
NW 2nd Street Paving	580,000	31,000	580,000	31,000	5.34%
RWS Backup Generators	400,000	75,300	400,000	94,300	23.58%
AWS System Expansion - RWS	10,939,400	7,531,261	29,449,400	30,327,780	102.98%
Orchard Water Line Replacement	1,340,000	83,105	1,340,000	83,105	6.20%
Well #6 Chlorination	1,000,000	71,375	1,000,000	108,585	10.86%
Well #4 Control System	530,000	71,457	530,000	132,828	25.06%
Dogwood Street	275,000	-	275,000	-	0.00%
SE 10th Street Bridge Upgrades	100,000	-	100,000	-	0.00%
Lift Station #5 Rebuild	150,000	-	150,000	-	0.00%
E. Evelyn Avenue Gravity SL Replacement	480,000	26,632	480,000	56,742	11.82%
Lift Station #7 Rebuild	600,000	37,000	600,000	37,000	6.17%
AWS Cooling Discharge	2,805,000	172,675	2,805,000	658,598	23.48%
Total	\$ 22,559,790	\$ 8,234,867	\$ 44,069,790	\$ 35,230,313	79.94%

SE 10th Street Bridge Improvements (\$100,000)

Replaces and widens the bridge across the 'A' Line Canal.

Current Update: Design will begin soon, with construction planned on a timeline inverse from normal, with SE 10th requiring closure and bridge replacement over the winter of '26-'27 to accommodate when water is not in the canal.

Lift Station #5 Wetwell Upgrades (\$150,000)

Lift Station No. 5 is one of the city's newer lift stations. There is paint flaking on the pumps and hydrogen sulfide corrosion on interior surfaces from the raw sewage. Without upgrades, the mechanical equipment will need premature replacement.

Current Update: Design will begin soon.

E. Evelyn Avenue Gravity Sewer Line Replacement (\$480,000)

Multiple deficiencies exist in the pipe segments, including structural failures, sagging, root intrusions, and separated joints that cause blockages hindering sewer flow and require the City to clean this line monthly. Newly installed pipe will save maintenance costs and drastically reduce the likelihood of blockages, mitigating the potential for sewage backing up into local residences.

Current Update: Contract awarded. Construction anticipated early Summer.

FY2025-26 Monthly Financial Report

City of Hermiston, Oregon

Utilities/Streets Capital Projects Report

For the Month Ending March 31, 2026

	2025-26 Budget	FY-TD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,600,000	\$ 81,058	\$ 1,600,000	\$ 236,526	14.78%
Gettman Road Extension ROA	250,000	54,004	650,000	487,545	75.01%
N. 1st Place Reconstruction	1,510,390	-	4,110,390	2,976,304	72.41%
NW 2nd Street Paving	580,000	31,000	580,000	31,000	5.34%
RWS Backup Generators	400,000	75,300	400,000	94,300	23.58%
AWS System Expansion - RWS	10,939,400	7,531,261	29,449,400	30,327,780	102.98%
Orchard Water Line Replacement	1,340,000	83,105	1,340,000	83,105	6.20%
Well #6 Chlorination	1,000,000	71,375	1,000,000	108,585	10.86%
Well #4 Control System	530,000	71,457	530,000	132,828	25.06%
Dogwood Street	275,000	-	275,000	-	0.00%
SE 10th Street Bridge Upgrades	100,000	-	100,000	-	0.00%
Lift Station #5 Rebuild	150,000	-	150,000	-	0.00%
E. Evelyn Avenue Gravity SL Replacement	480,000	26,632	480,000	56,742	11.82%
Lift Station #7 Rebuild	600,000	37,000	600,000	37,000	6.17%
AWS Cooling Discharge	2,805,000	172,675	2,805,000	658,598	23.48%
Total	\$ 22,559,790	\$ 8,234,867	\$ 44,069,790	\$ 35,230,313	79.94%

Lift Station #7 Rebuild (\$600,000)

Upgrade to electrical and control systems, replaces duplex pumps and mechanical pumps, rails, and valves and planned safety improvements to surrounding sidewalk.

Current Update: TBD.

AWS Cooling Discharge (\$2,805,000)

Amazon Web Services is paying the City to design a discharge solution for their non-contact cooling water which is used to cool their facilities. This solution will require installation of a lift station and approximately 10,600 feet of a new discharge water Main in Feedville and South 1st to discharge into the Hermiston Irrigation District's A-Line Canal. This work will also require the development of a separate NPDES Permit for the new discharge.

Current Update: DEQ has shared an initial draft permit, and it appears to be untenable to the client. Considerations are now underway for what alternatives may be, including upgrades necessary to simply accept discharge to the City's regular sewer system.

**FY2025-26 Monthly Financial Report
City of Hermiston, Oregon
Other City Capital Projects Report
For the Month Ending March 31, 2026**

	2025-26 Budget	FY-TD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Hangar Replacement	1,300,000	752,092	1,300,000	1,322,179	101.71%
Urban Tree Project (Grant)	850,000	236,939	1,000,000	356,839	35.68%
Sherman Park Project	420,000	13,604	420,000	16,568	3.94%
Library Remodel	2,759,000	1,494,473	4,500,000	3,377,031	75.05%
ARC Remodel	-	21,637	750,000	365,054	48.67%
Public Safety Building Remodel	4,500,000	3,831,352	7,500,000	8,167,079	108.89%
Total	\$ 9,829,000	\$ 6,350,097	\$ 15,470,000	\$ 13,604,750	87.94%

Hangar Replacement (\$1,300,000)

Project is complete and in operation. Final invoicing and retainage due in April 2026.

Current Update: Building is complete and operating.

Urban Tree Project Grant (1,000,000)

Federal grant for purpose of urban tree projects for tree planting throughout Hermiston

Current Update: We are pausing work on this project pending a better forecast of the federal budget. Preparing an estimate and bid package for a possible tree planting project on main street if federal budget moves forward.

Sherman Park Project (\$420,000)

Cimmaron Park is to be built on land purchased from and donated by the developer. The park will include a nature trail and a natural playground system. The City was recently awarded a state grant for a large portion of this project. This project will develop a 0.61-acre park featuring a playground, gazebo, pathways, and landscaping. The park will be adjacent to the existing 8.61-acre Cimmaron Recreation Area, which includes a trail encircling the wetlands.

Current Update: Final bid package to be released for bids in April.

ARC Remodel (\$750,000)

Remodel of the ARC building to temporarily house police operations during the public safety building remodel.

Current Update: PD administration is using the Arc Building. April move-out is planned.

Public Safety Building Remodel (\$7,500,000)

Public Safety Building remodel to the existing shared facility with the fire district. Building remodel will provide needed usable space as well as seismic upgrades.

Current Update: Move-in should be complete on April 27th.



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of April 27, 2026

Title/Subject

Review, Discussion and Next Steps of Charter Review Committee Results

Summary and Background

In late 2025, City Council adopted Resolution No. 2382 establishing a Charter Review Committee. The resolution appointed seven residents as committee members. It also directed the committee to review the complete charter and directed them to complete the review within 6-9 months and to hold one publicly advertised public hearing.

The Committee completed its work and held the public hearing on March 4, 2026. Below is a summary of the changes proposed by the Charter Review Committee broken into four general categories:

Elections and Candidates

- Moving the ward boundaries out of the charter but directing the city council to adopt ward boundaries by ordinance to keep them roughly equal in population.
- Changing the four ward councilor positions to be elected by the voters in their ward and not voters throughout the City.

City Council Roles

- Changing the municipal court judge position to be appointed rather than elected
- Changing the selection of the City Council president from every other year to every year.

City Manager Responsibilities

- Allowing any newly hired city manager up to 12 months from their date of employment to establish residence within the city.
- Clarifying that day-to-day supervision of the city attorney is the responsibility of the city manager.

City Charter Maintenance

- Requiring the City Charter to be formally reviewed at least once every 10 years.
- Making various language clarifications to better align the charter with the League of Oregon Cities Model Charter.

Tie-In to Council Goals

Good governance: Evaluate core governing documents and processes

Action 4.2

Fiscal Information

N/A

Alternatives and Recommendation

Alternatives

1. Direct staff to prepare necessary documents to place the proposed charter amendments on the November 2026 ballot as presented.
2. Direct staff to make specific edits and place those proposed charter amendments on the November 2026 ballot as presented.
3. Direct staff to reconvene the charter review committee to review other changes and have the committee resubmit a recommendation.

Recommended Action/Motion

Motion to direct staff to prepare necessary documents to place the proposed charter amendments on the November 2026 ballot as presented.

Submitted By:

Byron D. Smith

THE CITY OF HERMISTON

~~2015-2027~~

2027
CHARTER

PREAMBLE

We, the voters of Hermiston Oregon exercise our power to the fullest extent possible under the Oregon Constitution and laws of the state, and enact this Home Rule Charter.

Chapter I

NAMES AND BOUNDARIES

Section 1. Title. This charter may be referred to as the [2015-2027](#) Hermiston Charter.

Section 2. Name. The City of Hermiston, Umatilla County, Oregon, continues as a municipal corporation with the name "City of Hermiston."

Section 3. Boundaries. The city includes all territory within its boundaries as they now exist or are legally modified. The city will maintain as a public record an accurate and current description of the boundaries.

Chapter II

POWERS

Section 4. Powers. The city has all powers that the constitutions, statutes and common law of the United States and Oregon expressly or impliedly grant or allow the city, as fully as though this charter specifically enumerated each of those powers.

Section 5. Construction. The charter will be liberally construed so that the city may exercise fully all powers possible under this charter and under United States and Oregon law. The powers of the city under this charter shall be construed liberally in favor of the city, and the specific mention of particular powers in the charter shall not be construed as limiting in any way the general power granted in this article. This Charter's interpretation shall be examined in its entirety.

Section 6. Distribution. The Oregon Constitution reserves initiative and referendum powers as to all municipal legislation to city voters. This charter vests all other city powers in the council except as the charter otherwise provides. The council has legislative, administrative and quasi-judicial authority. The council exercises legislative authority by ordinance, administrative authority by resolution, and quasi-judicial authority by order. The council may not delegate its authority to adopt ordinances.

Chapter III

COUNCIL

Section 7. Council. The council shall be made up of eight councilors, one person from each ward who must be a resident of that ward and is elected by the ~~city at large~~ electors of each respective ward and four persons who are residents of the city and are elected by the electors of the city at large.

Section 8. Council Wards.

For the purpose of electing members to the city council, the city shall be divided into four wards of approximately equal population. The boundaries of the wards in existence at the time this Charter is adopted shall remain in effect until such time as the wards are redefined by Council. The council shall, by ordinance, redefine the boundaries of the wards as necessary to accord persons in the city equal protection of the laws. When the boundaries of the wards are redefined, each ward shall have one continuous boundary. Ward boundaries shall conform to the principles of neighborhood groupings, compactness of area, and regularity of boundaries insofar as can reasonably be attained. Within three months after available data from a decennial census of the United States Census Bureau or any other official census commissioned by the city indicates that the boundaries deny equal protection of the laws, the council shall re-specify the boundaries so as to accord equal protection of the laws.

Whenever the ward boundaries are reapportioned to comply with this section, the council members in office at that time shall not lose their qualification for office by reason of the boundary change and shall continue in office for the remainder of their terms unless otherwise disqualified.

The city of Hermiston is ~~hereby~~ currently divided into four wards, designated and bounded as follows:

~~Ward I shall consist of the northwest quarter of the city having its easterly boundary being First Street commencing at Gladys Avenue and thence north to the city limits and its southern boundary being Gladys Avenue and Hermiston Avenue with extension thereto commencing at Gladys Avenue and First Street thence west to the city limits.~~

~~Ward II shall consist of the southwest quarter of the city having its northern boundary being Gladys Avenue and Hermiston Avenue with extension thereto commencing at Gladys Avenue and First Street thence west to the city limits and its easterly boundary being First Street commencing at Gladys Avenue thence south to the city limits.~~

~~Ward III shall consist of the northeast quarter of the city having its westerly boundary being First Street commencing at Gladys Avenue thence north to the city limits and its southern boundary being Gladys Avenue from First to 7th streets thence south on 7th Street to Diagonal Boulevard thence northeast along Diagonal Boulevard to the east city limits.~~

~~Ward IV shall be the southeast quarter of the city having its northern boundary being Gladys Avenue from First to 7th streets thence south on 7th Street to Diagonal Boulevard thence northeast along Diagonal Boulevard to the city limits and its westerly boundary being First Street commencing at Gladys Avenue thence south to the city limits.~~

All ward ~~quadrant~~ boundary lines will extend to the Urban Growth Boundary so that annexed territory will automatically become part of the appropriate ward.~~be extended upon annexation.~~

Section 9. Mayor. The mayor presides over and facilitates council meetings, preserves order, enforces council rules, and determines the order of business under council rules. The mayor has no veto authority and shall sign all ordinances passed by the council within ten days after their passage. The mayor has no vote on council matters unless there is a tie vote, and in the case of a tie vote on any matter before the council, the mayor shall cast the deciding vote. The Mayor shall be deemed a member of the Council for the purposes of any voting requirements set forth in this Charter whenever the Mayor votes to break a tie on any matter before the Council. The mayor must sign all approved records of council proceedings. The mayor shall appoint members of the

council to commissions, boards and committees that are established by state law, ordinance, council rules, resolution or motion, and with the consent of council, shall appoint non-council members to commissions, boards and committees established by state law, ordinance or resolution. The mayor serves as the political head of the city government.

Section 10. Council President. At its first meeting ~~in each odd-numbered~~ year, the council must elect a president from its membership. The president presides in the absence of the mayor and acts as mayor when the mayor is unable to perform his or her duties on account of absence, illness, or other cause. The president retains the right to vote on all matters while presiding over the council, but does not have authority to cast an additional vote to break a tie.

Section 11. Rules. The council must by resolution adopt rules to govern its meetings.

Section 12. Meetings. The council must meet at least once a month at a time and place designated by its rules, and may meet at other times in accordance with council rules and the rules and laws of the State of Oregon.

Section 13. Quorum. Five members of the council shall constitute a quorum to conduct business, but a smaller number may meet and compel attendance of absent members as prescribed by council rules. The mayor shall be deemed a member of the council for the purpose of constituting a quorum.

Section 14. Vote Required. The express approval of a majority of councilors present is necessary for any council decision, except when this charter requires approval by a majority of the council.

Section 15. Record. A record of council meetings must be kept in a manner prescribed by the council rules.

Chapter IV

LEGISLATIVE AUTHORITY

Section 16. Ordinances. The council will exercise its legislative authority by adopting ordinances. The enacting clause for all ordinances must state "The City of Hermiston ordains as follows:"

Section 17. Ordinance Adoption.

(a) Except as authorized by subsection (b), adoption of an ordinance requires approval by at least five members of the council at two meetings.

(b) The council may adopt an ordinance at a single meeting by the unanimous approval of all councilors present, provided at least five members of the council are present and the proposed ordinance is available in writing to the public at least three business days before the meeting.

(c) Any substantive amendment to a proposed ordinance must be read aloud or made available in writing to the public before the council adopts the ordinance at that meeting.

(d) After the adoption of an ordinance, the vote of each member must be entered into the council minutes.

(e) After adoption of an ordinance, the city custodian of records must endorse it with the date of adoption and the custodian's name and title.

Section 18. Effective Date of Ordinances. Ordinances take effect on the 30th day after adoption, or on a later day provided in the ordinance. An ordinance may take effect as soon as adopted or other date less than 30 days after adoption if it contains an emergency clause.

Chapter V

ADMINISTRATIVE AUTHORITY

Section 19. Resolutions. The council will normally exercise its administrative authority by approving resolutions or motions. The approving clause for resolutions may state "The City of Hermiston resolves as follows:".

Section 20. Resolution Approval.

- (a) Approval of a resolution or any other council administrative decision requires approval by the council at one meeting.
- (b) Any substantive amendment to a resolution must be read aloud or made available in writing to the public before the council adopts the resolution at that meeting.
- (c) After approval of a resolution or other administrative decision, the vote of each member must be entered into the council minutes.
- (d) After approval of a resolution, the city custodian of records must endorse it with the date of approval and the custodian's name and title.

Section 21. Effective Date of Resolutions. Resolutions and other administrative decisions take effect on the date of approval, or on a later day provided in the resolution.

Chapter VI

QUASI-JUDICIAL AUTHORITY

Section 22. Orders. The council will normally exercise its quasi-judicial authority by approving orders. The approving clause for orders may state "The City of Hermiston orders as follows:".

Section 23. Order Approval.

- (a) Approval of an order or any other council quasi-judicial decision requires approval by the council at one meeting.
- (b) Any substantive amendment to an order must be read aloud or made available in writing to the public at the meeting before the council adopts the order.
- (c) After approval of an order or other council quasi-judicial decision, the vote of each member must be entered in the council minutes.
- (d) After approval of an order, the city custodian of records must endorse it with the date of approval and the custodian's name and title.

Section 24. Effective Date of Orders. Orders and other quasi-judicial decisions take effect on the date of final approval, or on a later day provided in the order.

Chapter VII ELECTIONS

Section 25. Councilors.

(a) The term of a councilor in office when this charter is adopted is the term for which the councilor was elected.

(b) The members of the council shall be elected for a period of four years.

(c) At the general election in 2016 and at each general election every four years thereafter, four councilors who are residents of the city shall be elected by the city at large to ~~four-year~~four-year terms. The four candidates receiving the highest number of votes shall be elected into office.

(d) Subject to section 27, at the state primary election in 2018 and at each state primary election every four years thereafter, there shall be one council person elected to a ~~four-year~~four-year term from each ward by the electors of that ward.

~~(d)~~(e) In the event that there are no ward candidates or at least four at large candidates from a ward, the vacancy shall be filled upon the seating of the members elected in a regular or special election and in accordance with Section 34.

~~(e) All council positions, whether at large or from each ward, shall be elected by the city at large.~~

Section 26. Mayor ~~and Municipal Court Judge~~.

(a) The term of the mayor in office when this charter is adopted is the term for which the mayor was elected.

(b) Subject to Section 27, at the state primary election in 2016 and at each state primary election every four years thereafter, a mayor will be elected by the city at large for a four-year term.

~~(e) The term of the municipal court judge in office when this charter is adopted is the term for which the municipal court judge was elected.~~

~~(d) Subject to Section 27, at each state primary election a municipal judge will be elected by the city at large for a two-year term.~~

Section 27. Run-Off Elections for Mayor, ~~Municipal Court Judge~~ and Ward Specific Councilors.

Notwithstanding Sections 25(d) and 26, if three (3) or more candidates file nominating petitions or declarations of candidacy for mayor, ~~municipal court judge~~ or ward specific councilperson then a nonpartisan primary election shall be had for such position at the state primary election. The two candidates who receive the highest number of votes in a primary election for a certain position shall be the nominees whose name shall appear on the ballot at the general election to be held the first Tuesday after the first Monday in November following the primary election. When any candidate receives a majority of all votes cast for the office for which that person is a candidate at a primary election, the name of that candidate shall be printed separately on the ballot at the general election under a designation equivalent to "Vote for One" and no other name shall be printed on the ballot in opposition to such candidate. One space, however, shall be left following such name in which the voter may insert the name of any person for whom the voter

wishes to cast a ballot. The names of the nominees elected at the primary election shall be printed on the Official Ballot for the regular general election without any political party designation.

Section 28. State Law. City elections must conform to state law except as this charter or ordinances provide otherwise. All elections for city offices must be nonpartisan.

Section 29. Qualifications.

- (a) The mayor, ~~municipal court judge~~ and each councilor must be a qualified elector under state law, and reside within the city for at least one year immediately before election or appointment to office.
- (b) No person may be a candidate at a single election for more than one city office.
- (c) Neither the mayor, ~~municipal court judge~~ nor any councilor may be employed by the city.
- (d) The council is the final judge of the election and qualifications of the mayor, ~~the municipal court judge~~ and its members subject, however, to review by any court of competent jurisdiction.

Section 30. Nominations. The council must adopt an ordinance prescribing the manner for a person to be nominated to run for mayor, ~~municipal court judge~~ or a city councilor position.

Section 31. Terms. The term of an officer elected to an office at a regular city election shall commence the first day of the year immediately following the election, and continues until the successor qualifies and assumes the office.

Section 32. Oath. The mayor, ~~the municipal court judge~~ and each councilor must swear or affirm to faithfully perform the duties of the office and support the charter, ordinances, and rules of procedures for the City of Hermiston ~~the and the~~ constitutions and laws of the United States and Oregon.

Section 33. Vacancies: The office of mayor or, councilmember ~~or municipal court judge~~ becomes vacant:

- (a) Upon the incumbent's:
 - (1) Death,
 - (2) Adjudicated incompetence, or
 - (3) Recall from the office.
- (b) Upon declaration by the council after a hearing of the incumbent's:
 - (1) Failure to qualify for the office within 10 days of the time the term of office is to begin,
 - (2) Absence without council consent from all council meetings within a 60-day period or from fifty percent of all council meetings in any calendar year,
 - (3) Ceasing to reside in the city or the ward from which he or she was elected,
 - (4) Ceasing to be a qualified elector under state law,
 - (5) Conviction of a public offense punishable by loss of liberty,

- (6) Unauthorized release of executive session material;
- (7) Resignation from the office, or
- (8) Removal under Section 35(i).

Section 34. Filling Vacancies.

(a) If less than two years remain in the term of a mayor or councilmember whose office becomes vacant, the vacancy shall be filled by appointment by a majority of the remaining council members. The appointee's term of office runs from appointment until expiration of the term of office of the last person elected to that office.

(b) If two or more years remain in the term of a mayor or councilmember whose office becomes vacant, the vacancy shall be filled at a special election, which shall occur at the first election date that meets all requirements of state and city election laws. A person elected to fill a vacancy under this subsection shall serve until expiration of the term of office of the last person elected to that office. Until a vacancy is filled by a special election and the person takes office in accordance with this subsection, the remaining members of the council may appoint a person to fill the vacancy for the interim period of time.

~~(e) A municipal court judge vacancy shall be filled by appointment by a majority of the council members. The appointee's term of office runs from appointment until expiration of the term of office of the last person elected to that office.~~

~~(d)~~(c) If a disability prevents ~~the mayor or~~ a council member from attending council meetings or ~~a member~~ is absent from the city, a majority of the council may appoint a councilor pro tem.

Chapter VIII OTHER OFFICERS

Section 35. City Manager.

(a) The office of city manager is established as the administrative head of the city government. The city manager is responsible to the mayor and council for the proper administration of all city business. The city manager will assist the mayor and council in the development of city policies, and carry out policies established by ordinances and resolutions.

(b) A majority of the council must appoint and may remove the manager. The appointment must be made without regard to political considerations and solely on the basis of education and experience in competencies and practices of local government management.

(c) The manager must reside in the city within 12 months from employment date.

(d) The manager may be appointed for a definite or an indefinite term, and may be removed at any time by a majority of the council. The council must fill the office by appointment as soon as practicable after the vacancy occurs.

(e) The manager must:

- (1) Attend all council meetings unless excused by the mayor or council;
- (2) Make reports and recommendations to the mayor and council about the needs of the city;
- (3) Administer and enforce all city ordinances, resolutions, franchises, leases, contracts, permits, and other city decisions;
- (4) Appoint, supervise and remove city employees;
- (5) Organize city departments and administrative structure;
- (6) Prepare and administer the annual city budget;
- (7) Administer city utilities and property;
- (8) Encourage and support regional and intergovernmental cooperation;
- (9) Promote cooperation among the council, staff and citizens in developing city policies, and building a sense of community;
- (10) Perform other duties as directed by the council;
- (11) Delegate duties, but remain responsible for acts of all subordinates.

(f) The manager has no authority over the council or over the judicial functions of the municipal judge but retains authority over the administrative functions of the municipal court.

(g) The manager and other employees designated by the council may sit at council meetings but have no vote. The manager may take part in all council discussions.

(h) When the manager is temporarily disabled from acting as manager or when the office of manager becomes vacant, the council must appoint a manager pro tern. The manager pro tern has the authority and duties of manager, except that a manager pro tern may appoint or remove employees only with council approval. No manager pro tern shall hold this position for more than six months unless by reappointment.

(i)
(j) In order to protect the fundamental form of government chosen by the voters, guard the power of the council as a body, defend against corruption, ensure transparency, and preserve the separation of authority set forth in this Charter between the manager's administrative authority and the council's general powers, no council member may actually coerce or attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any city employee, or in administrative decisions regarding city property or contracts. A violation of this prohibition is grounds for removal from office by a majority of the council after a public hearing. This prohibition does not apply in publicly noticed meetings, including but not limited to council or committee meetings, executive sessions, and work sessions.

(h)(k)

~~(i) No council member may directly or indirectly attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any city employee, or in administrative decisions regarding city property or contracts. Violation of this prohibition is grounds for removal from office by a majority of the council after a public hearing. In council meetings, councilors may discuss or suggest anything with the manager relating to city business.~~

Section 36. City Attorney. The office of city attorney is established as the chief legal officer of the city government. A majority of the council, in consultation with the city manager, must appoint and may remove the city attorney. Day to day supervision of the city attorney will be conducted by the City Manager.

Section 37. Municipal Court and Judge.

- (a) A majority of the council may appoint and remove a municipal judge in consultation with the City Manager. The municipal court judge will hold court in the city at such place as the council directs. The court will be known as the Hermiston Municipal Court.
- (b) All proceedings of this court will conform to state laws governing justices of the peace and justice courts.
- (c) All areas within the city and areas outside the city as permitted by state law are within the territorial jurisdiction of the court.
- (d) The municipal court has jurisdiction over every offense created by city ordinance. The court may enforce forfeitures and other penalties created by such ordinances. The court also has jurisdiction under state law unless limited by city ordinance.
- (e) The municipal court judge may:
- (1) Render judgments and impose sanctions on persons and property;
 - (2) Order the arrest of anyone accused of an offense against the city;
 - (3) Commit to jail or admit to bail anyone accused of a city offense;
 - (4) Issue and compel obedience to subpoenas;
 - (5) Compel witnesses to appear and testify and jurors to serve for trials before the court;
 - (6) Penalize contempt of court;
 - (7) Issue processes necessary to enforce judgments and orders of the court;
 - (8) Issue search warrants; and
 - (9) Perform other judicial and quasi-judicial functions assigned by ordinance.
- (f) The municipal court judge shall be licensed to practice law in the State of Oregon. Failure of the municipal court judge to maintain a license to practice law in the State of Oregon shall be deemed a forfeiture of office upon declaration by the council after a hearing.
- (g) The council may appoint and may remove municipal court judges pro tern to serve in the absence of the municipal court judge. A municipal court judge pro tern must be licensed to practice law in the State of Oregon at any time the municipal court judge pro tern is engaged in official duties.
- (h) The council may transfer some or all of the functions of the municipal court to an appropriate state court.
- (i) The elected municipal court judge in office at the effective date of this charter shall not lose their qualification for office and may serve the remainder of their term.
- ~~(h)~~

Chapter IX PERSONNEL

Section 38. Compensation. The council must authorize the compensation of city officers and employees as part of its approval of the annual city budget.

Section 39. Merit Systems. The council by resolution will determine the rules governing recruitment, selection, promotion, transfer, demotion, suspension, layoff, and dismissal of city employees based on merit and fitness.

Chapter X

MISCELLANEOUS PROVISIONS

Section 40. Debt. City indebtedness may not exceed debt limits imposed by state law. A charter amendment is not required to authorize city indebtedness.

Section 41. Water and Sewer Fund. All funds now in or hereafter derived from the city water system, and city sewer system, or either of them, shall be placed in a single fund and kept therein separate and apart from all other city funds, and shall not be used for any purpose other than the expense of operating and maintaining said city water system and city sewer system, or either of them, and for betterments and extensions thereto, and for the purpose of paying interest and principal of water bonds and sewer bonds, or either of such bonds.

Section 42. Ordinance Continuation. All ordinances consistent with this charter in force when it takes effect remain in effect until amended or repealed.

Section 43. Repeal. All charter provisions adopted before this charter takes effect are repealed.

Section 44. Continuation of Rights and Liabilities . No right or liability of the city existing at the time this charter takes effect shall be impaired or discharged by adoption of this charter, except as this charter otherwise provides.

Section 45. Severability. The terms of this charter are severable. If any provision is held invalid by a court, the invalidity does not affect any other part of the charter.

Section 46. Amendments and Revisions. No amendment, revision or repeal of this Charter shall take effect unless approved by City voters. Either the council by a majority vote or City voters by an initiative petition may refer an amendment of this Charter to the City voters. ~~Only the Council, by a majority vote, may refer a revision or repeal of this Charter to the City voters.~~

Section 47. Charter Review. This charter shall be reviewed at least every 10 years.

Section 478. Time of Effect. This charter takes effect July 1, 2015.





Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of April 27, 2026

Title/Subject

Resolution 25 authorizes a minor text amendment to the North Hermiston Urban Renewal Plan detailing land acquired for the NE Aspen Drive project

Summary and Background

The 2023 North Hermiston Urban Renewal Area is a one-project urban renewal area intended to ease traffic congestion and facilitate economic development through the construction of a new east/west street connecting N First St (Highway 395) to NE 4th Street. The street will align with the Home Depot driveway at the west end and NE Aspen Drive at the east end as well as creating a new street connection connecting NE Aspen Drive and NE North Street. The proposed street alignment is located on two properties, one owned by Good Shepherd Hospital, and the other owned by AAA Investments.

The North Hermiston Urban Renewal Plan identifies the NE Aspen Drive extension as a project within the urban renewal area. However, the alignment presented in the plan was conceptual at the time of plan adoption. It is necessary under state law governing urban renewal districts to specifically identify lands to be acquired within the plan once those lands are known. With the agreement of all parties to sell the right of way to the city, the plan can now be amended to include specific, surveyed descriptions of the street alignment. This amendment represents a housekeeping operation refining the specificity of the plan and not a new project.

Tie-In to Council Goals

The construction of the NE Aspen Drive project is a priority project for both economic development and congestion alleviation.

Fiscal Information

Total purchase price for the right of way is \$754,306.50.

Alternatives and Recommendation

Alternatives

The city council may choose to accept or reject the resolution.

Recommended Action/Motion

Staff recommends the council adopt the resolution and further refine the location of the new street within the plan.

Submitted By:

Clinton Spencer, Planning Director

RESOLUTION NO. 25**A RESOLUTION AMENDING THE NORTH URBAN RENEWAL PLAN TO DESIGNATE PROPERTY TO BE ACQUIRED.**

WHEREAS, the Hermiston City Council adopted the North Hermiston Urban Renewal Plan (“Plan”) via Ordinance # 2347 on July 24, 2023; and

WHEREAS, the SE Aspen Drive Extension project is listed as a project in the Plan; and

WHEREAS, the project requires property acquisition; and

WHEREAS, Section VII. Property Acquisition and Disposition of the Plan requires all property to be acquired be identified in the Plan.

WHEREAS, this is a minor amendment to the Plan as defined in Section VI. Amendment to Plan that can be accomplished through the adoption of a resolution of the Agency; and

WHEREAS, this minor amendment is shown in Exhibit A; and

WHEREAS, the Agency has negotiated the purchase of the property as shown in Exhibit B.

NOW, THEREFORE, THE HERMISTON URBAN RENEWAL AGENCY RESOLVES AS FOLLOWS:

1. That Section VII. Property Acquisition and Disposition, Sub-section A. Property Acquisition for Public Improvements be amended to include the acquisition of the right of way as detailed in Exhibit A and shown on Exhibit B.
2. That this resolution is effective immediately upon its passage.

PASSED by the Agency Board this 27th day of April 2026.

SIGNED by the Agency Chair this 27th day of April 2026.

Doug Primmer, DIRECTOR

ATTEST:

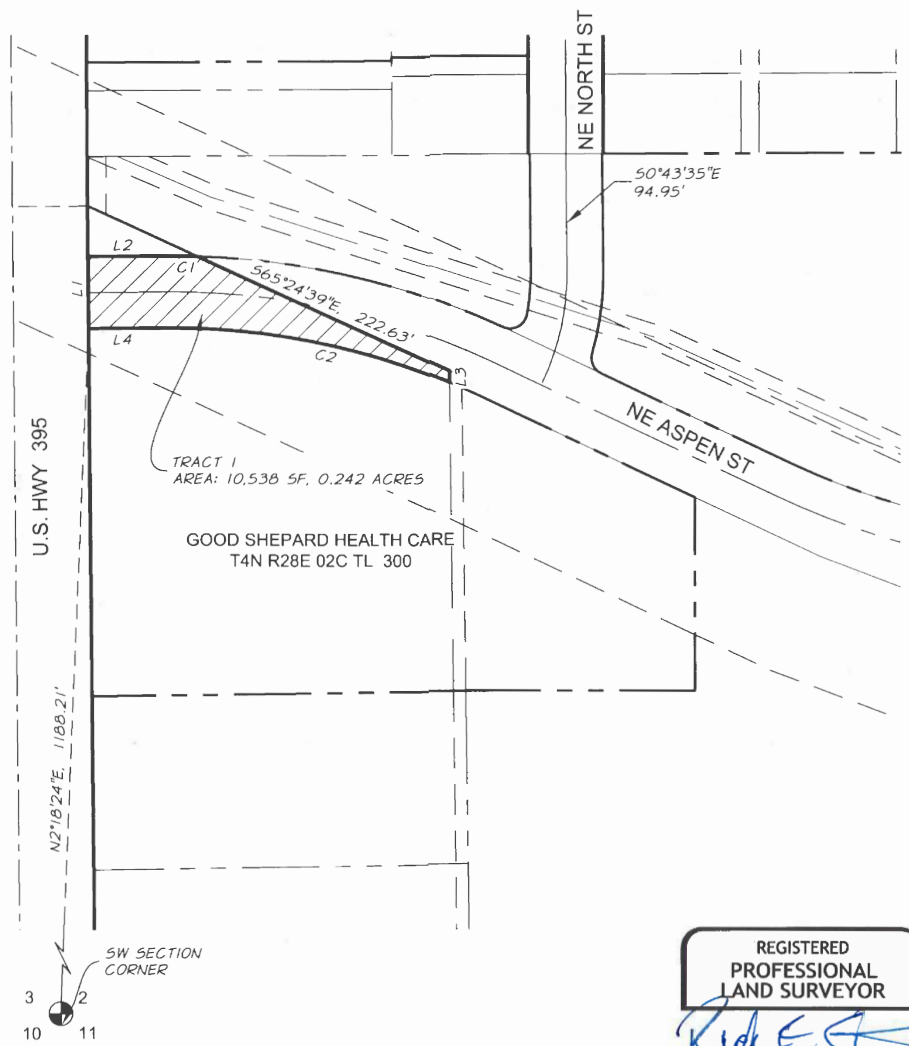
Lilly Alarcon-Strong, CMC, CITY RECORDER

Exhibit A

Section VII. Property Acquisition and Disposition of the Plan requires all property to be acquired be identified in the Plan. The property to be acquired for the SE Aspen Drive Extension is shown in Exhibit B. Exhibit B will be incorporated into the Plan under sub-section A. of Section VII.

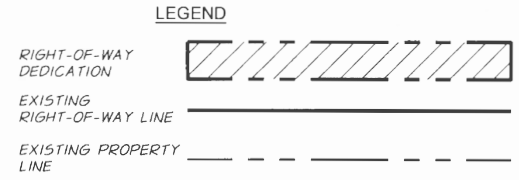
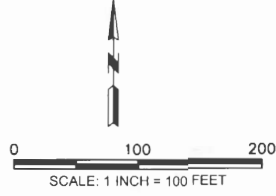
Exhibit B

X:\Clients\Hermiston ORI\736-160 SE ASPEN DRV EXTENSION\Survey\Docs\Legal Descriptions\Good Shepard Aspen Street R3W.dwg, 17x11, 12/9/2024 10:33 AM, rstein



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEAR	CHORD DIST
C1	23.07'	629.00'	2°06'07"	N89°28'54"W	23.07'
C2	230.93'	571.00'	23°10'21"	N78°56'47"W	229.36'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N0°33'49"W	58.00'
L2	N89°28'03"E	64.38'
L3	S0°49'55"E	9.13'
L4	S89°28'03"W	64.35'



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Richard E. Stein

OREGON
FEBRUARY 8, 2000
RICHARD E. STEIN
49593PLS

EXPIRES: 6/30/2026

ap anderson
perry

EXHIBIT "B"
CITY OF HERMISTON, OREGON
SW ¼ OF SECTION 2, TOWNSHIP 4N, RANGE 28E,
WILLAMETTE MERIDIAN, CITY OF HERMISTON
UMATILLA COUNTY, OREGON

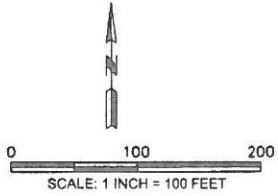
FIGURE
1

Exhibit B

X:\Clients\Hermiston ORI\36-160 SE ASPEN DRV EXTENSION\Survey\Docs\Legal\Descriptions\Aspen Street ROW.dwg, 17x11, 12/9/2024 10:33 AM, rstien

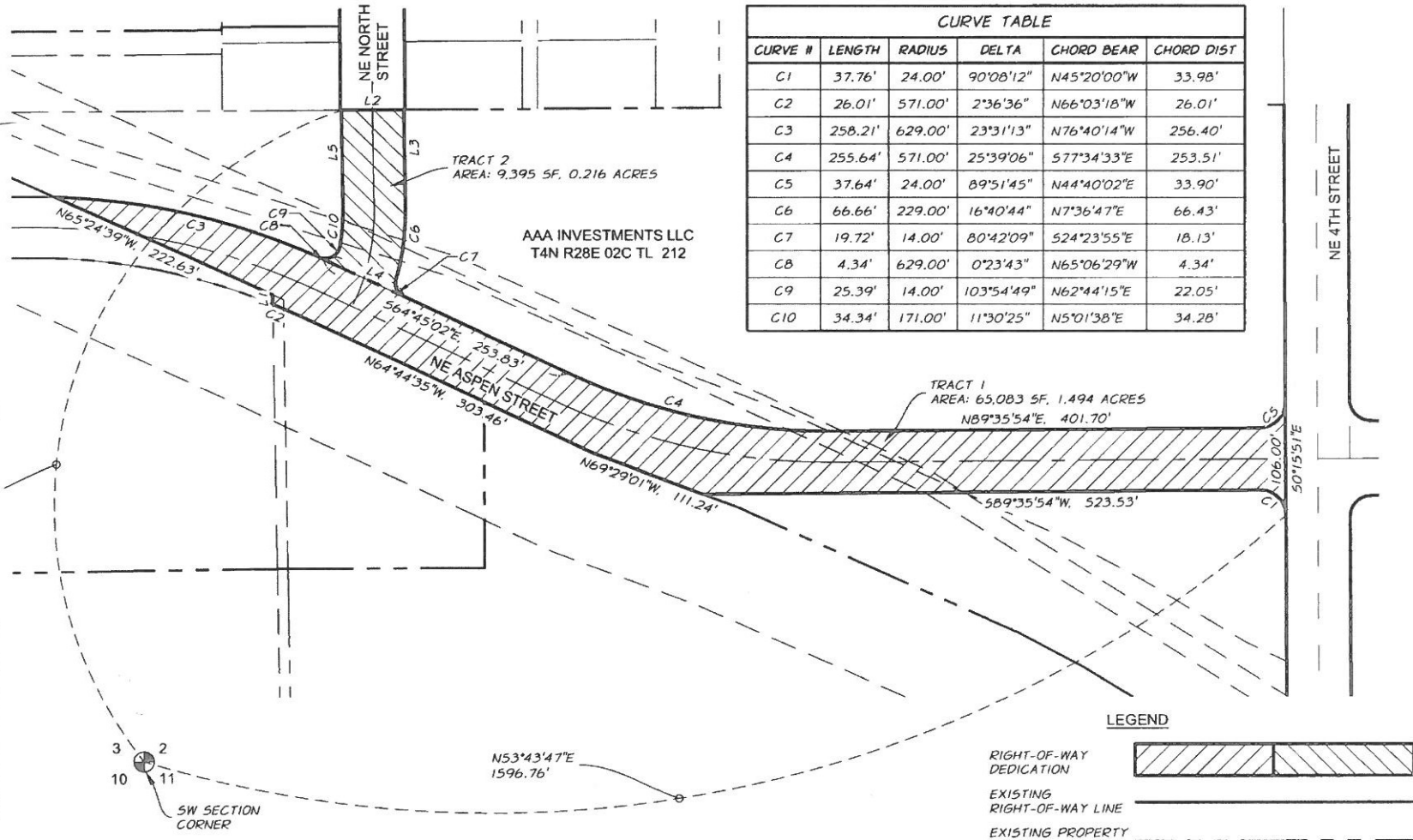
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Richard E. Stein
OREGON
FEBRUARY 8, 2000
RICHARD E. STEIN
49593PLS
EXPIRES: 6/30/2026



LINE	BEARING	DISTANCE
L1	N0°49'55"W	9.13'
L2	N89°41'08"E	58.00'
L3	S0°43'35"E	94.74'
L4	N64°45'06"W	83.31'
L5	N0°43'35"W	95.15'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEAR	CHORD DIST
C1	37.76'	24.00'	90°08'12"	N45°20'00"W	33.98'
C2	26.01'	571.00'	2°36'36"	N66°03'18"W	26.01'
C3	258.21'	629.00'	23°31'13"	N76°40'14"W	256.40'
C4	255.64'	571.00'	25°39'06"	S77°34'33"E	253.51'
C5	37.64'	24.00'	89°51'45"	N44°40'02"E	33.90'
C6	66.66'	229.00'	16°40'44"	N7°36'47"E	66.43'
C7	19.72'	14.00'	80°42'09"	S24°23'55"E	18.13'
C8	4.34'	629.00'	0°23'43"	N65°06'29"W	4.34'
C9	25.39'	14.00'	103°54'49"	N62°44'15"E	22.05'
C10	34.34'	171.00'	11°30'25"	N5°01'38"E	34.28'



LEGEND

- RIGHT-OF-WAY DEDICATION (hatched area)
- EXISTING RIGHT-OF-WAY LINE (solid line)
- EXISTING PROPERTY LINE (dashed line)

anderson
perry

EXHIBIT "B"
CITY OF HERMISTON, OREGON
SW ¼ OF SECTION 2, TOWNSHIP 4N, RANGE 28E,
WILLAMETTE MERIDIAN, CITY OF HERMISTON
UMATILLA COUNTY, OREGON

FIGURE
1