



CITY COUNCIL

AGENDA

MONDAY, MAY 08, 2023

COUNCIL CHAMBERS- 180 NE 2ND ST

Where Life is Sweet

*Other ways of viewing or participating in live meetings are available through:
YouTube at: <https://bit.ly/HermistonYoutube>*

Zoom with Meeting ID: 841 0675 8958 Passcode: 075556 Telephone number to join is: 1 253 215 8782; or submitting comments to meetings@hermiston.or.us

1. **CALL REGULAR MEETING TO ORDER – 7:00 PM**
2. **DECLARATION OF QUORUM**
3. **FLAG SALUTE**
4. **PROCLAMATIONS, PRESENTATIONS AND RECOGNITIONS**
 - A. Presentation- Hermiston School District Updates
 - [B.](#) Proclamation- National Police Week
 - [C.](#) Proclamation- Altrusa Day
5. **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 address; 3. Direct your comments to the Chair.
6. **CONSENT AGENDA**
 - [A.](#) Committee Vacancy Announcements
 - [B.](#) Minutes of the April 24 regular City Council and HURA meetings
7. **ITEMS REMOVED FROM CONSENT AGENDA**
8. **ORDINANCES AND RESOLUTIONS**
 - [A.](#) Resolution No. 2270- A resolution declaring a public necessity to acquire real property for the Gettman Road Extension project.

- B.** Resolution No. 2271- Parks & Recreation Committee recommendation to name the new park in the Legacy Development, Horizon Park.

9. OTHER

- A.** Authorize a lease agreement with Life Flight Networks to occupy the building known as the “Caretaker’s Residence,” at the airport for use as temporary crew quarters.

10. 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 Enhancement, Community Accountability, Public Safety, Public Infrastructure, Transit Planning, EOTEC

- B.** Mayor's Report
- C.** Council Report
- D.** Youth Advisory Report
- E.** Manager's Report

11. RECESS FOR EXECUTIVE SESSION- At or About 7:30pm

- A.** The Executive Session is held pursuant to ORS 192.660 (2) (e) which allows the Council to meet in Executive Session to conduct deliberations with persons designated by the Council to negotiate real property transactions and ORS 192.660 (2) (f) to consider records that are exempt by law from public inspection.

12. RECONVENE AND ADJOURN

**** 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.



Where Life is Sweet

PROCLAMATION

National Police Week May 14-20, 2023

To recognize National Police Week 2023 and to honor those currently serving, those retired from service, and the service and sacrifice of law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

Whereas, there are approximately 800,000 law enforcement officers serving in communities across the United States, including the 30 sworn and 8 non-sworn members of the Hermiston Police Department;

Whereas, over 55,000 assaults against law enforcement officers are reported each year resulting in approximately 15,000 injuries;

Whereas, since the first recorded death in 1786, just under 24,000 law enforcement officers in the United States have made the ultimate sacrifice and have been killed in the line of duty, including 1 member of the Hermiston Police Department, Ronald G. Kilby – end of watch Thursday, October 8th, 1959;

Whereas, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.;

Whereas, 559 new names of fallen heroes will be added to the National Law Enforcement Officers Memorial;

Now, Therefore, Be It Resolved, the City of Hermiston formally designates May 14th-20th, 2023, as

National Police Week

and publicly salutes the service of law enforcement officers in our community and in all communities across the nation.

Signed this 8th day of May, 2023

Dr. David A. Drotzmann, Mayor



Where Life is Sweet

PROCLAMATION

Altrusa Day

Whereas, Altrusa International was established on April 13, 1917 and now boasts over 9,850 members in the United States and eight other countries and;

Whereas, the motto “Patriotism, Efficiency, Service” and the tagline “Leading to a Better Community” speaks to the commitment of service locally and abroad, and;

Whereas, Altrusa International of Hermiston has supported numerous community and international projects such as: The Oxbow Trail; Funland Park; Girl’s Night In; Battle of the Books; Little Free Libraries; Refurbishment of the Department of Human Services visitor’s room, a room at Martha’s House, a room at Agape House, and remodeling Hermiston Library downstairs; Yearly Cleanup of Belt Park; Food for Red Cross Blood Drives and the Backpack Program; Highway 395 Service Organization Signage; A new Van for Made to Thrive; Little Dresses for Africa and Haiti; Dolls for Overseas Project; the African Water Project: Supporter of microloans in 3rd world countries; Shelter Box International; Cardena de Amor and;

Whereas, Altrusa International of Hermiston recognizes the importance of the youth of our community and sponsored the Hermiston Chamber Young Citizen of the Year Award for many years until the program was discontinued in 2023 and;

Whereas, Altrusa International of Hermiston is invested in continuing education for citizens of Western Umatilla County and North Morrow County striving to complete post-high school education and/or training by providing scholarships twice yearly and;

Whereas, Altrusa International of Hermiston is celebrating 45 years of service in the Greater Hermiston Area;

Now, Therefore, Be It Resolved, I Dr. David Drotzmann, Mayor of the City of Hermiston, do hereby proclaim May 8th, 2023, as

Altrusa Day

and hereby honor these citizens who work to make a good investment in Hermiston.

Signed this 8th day of May, 2023

Dr. David A. Drotzmann, Mayor



PUBLIC ANNOUNCEMENT

The City is accepting applications for the following Committees:

1) Eastern Oregon Trade & Event Center (EOTEC) Committee

- Position 3, Representing the Greater Hermiston Hospitality and Tourism Committee:
 - 3-year term ending June 30, 2026 (Advertised as of 04/11/2023)
- Position 4, Representing the Community At-Large:
 - 3-year term ending June 30, 2026 (Advertised as of 04/11/2023)

2) Faith-Based Advisory Committee

- Position 5: 3-year term ending December 31, 2025 (Advertised as of 11/02/2022)

3) Recreation Projects Fund Advisory Committee (Citizen at Large)

- Position 1: 3-year term ending December 31, 2025 (Advertised as of 11/02/2022)

4) Hispanic Advisory Committee

- Position 5: 3-year term ending June 30, 2025 (Advertised as of 04/19/2022)
- Positions 1 & 2: 3-year terms ending June 30, 2026 (Advertised as of 04/11/2023)

5) Library Board

- Position 3: remaining 4-year term ending June 30, 2025 (Vacant as of 04/05/2021)
- Position 5: 4-year term ending June 30, 2027 (Advertised as of 04/11/2023)

Deadline to apply for all Committees: Open Until Filled

Interested persons are asked to submit an application to City Hall, 180 NE 2nd Street, Hermiston, or at lalarcon-strong@hermiston.or.us . Application forms are available at City Hall or on the City’s website at <https://hermiston.or.us/volunteer> . If you have questions, please call Lilly Alarcon-Strong at 541-567-5521.

Proposed appointment and confirmation 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 \$7,500 or more in any one calendar year. Preference for appointees shall be given to city residents.



CITY COUNCIL & URBAN RENEWAL AGENCY

Regular Meeting Minutes
April 24, 2023

Council President Primmer called the regular meeting to order at 7:00pm. Present were Councilors Peterson, Barron, Duron, Linton, and Myers. Mayor Drotzmann and Councilors Hardin and McCarthy were excused. City staff in attendance included: City Manager Byron Smith, Assistant City Manager Mark Morgan, City Attorney Rich Tovey, Chief Edmiston, Planning Director Clint Spencer, Finance Director Mark Krawczyk, Parks and Recreation Director Brandon Artz, Assistant City Recorder Heather La Beau, and City Recorder Lilly Alarcon-Strong. The pledge of allegiance was given.

Proclamation- National Day of Prayer

Council President Primmer read aloud the National Day of Prayer Proclamation.

Citizen Input on Non-Agenda Items

None given.

Consent Agenda Items

Councilor Myers moved and Councilor Linton seconded to approve Consent Agenda items A-B, to include:

- A. Committee Vacancy Announcements
- B. Minutes of the April 10th City Council Work Session and Regular Meeting

Motion carried unanimously.

Public Hearing- Supplemental Budget #4- Fiscal Year 2022-2023 (Resolution No. 2267)

After hearing no declarations of conflict of interest from the Council, City Manager Smith read the hearing guidelines and Council President Primmer opened the hearing at 7:07pm.

City Manager Smith reviewed the Supplemental Budget as outlined in the Agenda Packet.

No parties wished to give public testimony and Council President Primmer closed the hearing at 7:10pm.

Resolution No. 2267- Supplemental Budget #4- Fiscal Year 2022-2023

City Manager Smith stated the resolution was explained during the Public Hearing earlier in the meeting.

Councilor Duron moved and Councilor Myers seconded to adopt Resolution No. 2267 and lay upon the record. Motion carried unanimously.

Resolution No. 2268- Execute Franchise Agreement with Zply Fiber Pacific, LLC

Assistant City Manager Morgan gave information regarding telecom company Zply Fiber which is planning to install fiber optic cable throughout the community.

Councilor Barron moved and Councilor Duron seconded to adopt Resolution No. 2268 and lay upon the record. Motion carried unanimously.



CITY COUNCIL & URBAN RENEWAL AGENCY

Regular Meeting Minutes
April 24, 2023

Resolution No. 2269- Authorizing an Information Technology Services Agreement with Horizon Project, Inc.

City Manager Smith gave information regarding providing IT services to Horizon Project, Inc. (HPI), a non-profit who has reached out to the City to help provide these IT services to them as their current IT provider, IMESD, has given notice to cancel all non-school district related customer services. The IT department feels they can provide service to HPI without additional staff. However, the City has been approached by other entities who would also like the City to provide IT services for them. If the Council decides to accept other contracts more IT staff will need to be hired. These proposals will be presented to the Council in the coming months.

After some discussion, Councilor Peterson moved, and Councilor Duron seconded to adopt Resolution No. 2269 and lay upon the record. Motion carried unanimously.

Review and Possible Approval of Project PATH Strategic Plan

City Manager Smith presented the Draft 5-Year Strategic Plan for Project PATH from the Project PATH Advisory Committee and Stepping Stones Alliance Board Members which is seeking feedback and recommendations from the respective communities PATH serves.

There was some discussion and questions regarding: transportation to and from the sleep center as well as to and from work, housing families and minors without adult(s), translations services besides English and Spanish, receiving mail at Stepping Stones, working with other organizations to help those with disabilities, and more.

Public Comment

Jennifer Roberts, Hermiston- stated rules, security measures, and the budget is not listed in the documents and would like to know what they entail, as well as who is on the committee.

City Manager Smith stated those items would be located in the operation documents not strategic planning documents. Funding is being provided by the state for the next two years. Project Path Advisory Committee members consist of City Managers from each City Project PATH represents and Commissioner Dan Dorran; however, this Committee may change its members in the future.

Dennis Dickens, Umatilla- stated he lives near where the PATH project will be built and is upset that this is the first time he is hearing about this project. He does not want lazy able-bodied men that don't work to be around his property.

March 2023 Financial Report

Councilor Duron moved, and Councilor Myers seconded to approve the March 2023 Financial Report as presented by Finance Director Mark Krawczyk. Motion carried unanimously.

Committee Reports

Faith-Based Advisory Committee- Councilor Linton stated she attended her first meeting and the Committee discussed: School Adoptions, I Love My City, Family Promise & Made to Thrive, Community Accountability Board, and meeting with the Mayor to see if there are other things the Committee should be focusing on.



CITY COUNCIL & URBAN RENEWAL AGENCY

Regular Meeting Minutes
April 24, 2023

Council President’s Report

Council President Primmer spoke regarding:

- Attending the procession held for fallen Nyssa Reserve Police Officer Joseph Johnson on Saturday, stating the turnout of support for Officer Johnson, his family, and the community was amazing. Officer Johnson was a Reserve Officer, meaning, he served in the line of duty in a volunteer position without payment because he wanted to serve and protect his community from the goodness of his heart, and unfortunately gave the ultimate sacrifice.

Council Reports

Councilor Linton stated she would like to have a work session regarding having CPR and defibrillator training for all staff and have defibrillators in all water department vehicles and would like to request that the Umatilla County Fire District #1 (UCFD1) give quarterly reports to the City.

City Manager Smith stated all staff receive CPR and defibrillator training and because defibrillators are expensive, it would be difficult to have them in all water department vehicles. He will reach out to UCFD1 regarding quarterly reports.

The Council asked that City Manager Smith work with Good Shephard Hospital and UCFD1 to help purchase these items.

Councilor Peterson discussed the recent Oregon Disability Commission Meeting where healthcare was the main topic of discussion.

Councilor Barron and Duron stated they attended the Unity Celebration at Hermiston High School. The event was organized by members of the Church of Jesus Christ of Latter-Day Saints and featured many different talents highlighting diverse cultures with the message that diversity gives us strength. It was a great community event with positive messages featured throughout.

Youth Advisory Report

Youth Advisor Manuel Salazar spoke regarding volunteering at the PATH Project and his excitement in being able to help those who are struggling, Future Business Leaders of America fundraising to help 13 HHS students attend their conference in Atlanta Georgia, recent Bathroom fire by the Band Room, and the HHS Choir event on 4/27 at 9am at EOTEC.

City Manager’s Report

City Manager Smith stated he will be out of the office the next couple of days attending an LOC Conference.

Adjourn City Council Meeting and Convene Urban Renewal Agency Meeting

At 8:19pm Council President Primmer adjourned the City Council Meeting as there was no other business and convened the Urban Renewal Agency Meeting.



CITY COUNCIL & URBAN RENEWAL AGENCY

Regular Meeting Minutes
April 24, 2023

Public Hearing- Supplemental Budget #2- Fiscal Year 2022-2023 (HURA Resolution No. 18)

After hearing no declarations of conflict of interest from the HURA Board, City Manager Smith read the hearing guidelines and Vice Chair Primmer opened the hearing at 8:21pm.

City Manager Smith reviewed the Supplemental Budget as outlined in the Agenda Packet.

No parties wished to give public testimony and Vice Chair Primmer closed the hearing at 8:22pm.

HURA Resolution No. 18- Supplemental Budget #2- Fiscal Year 2022-2023

City Manager Smith stated the resolution was explained during the Public Hearing earlier in the meeting.

Member Linton moved and Member Duron seconded to adopt HURA Resolution No. 18 and lay upon the record. Motion carried unanimously.

Façade Grant Application for 205 S. Hwy 395

Planning Director Clint Spencer gave information regarding the Human Bean, a coffee shop with a drive-thru and walk-up window who is requesting funds for property improvements as described in the agenda packet.

Public Comment

Rochelle Jacks, Hermiston- asked if the money to fund these improvements come from taxes and wanted to address the agenda item where there would be a 5% increase on all public utilities.

City Manager Smith stated this money does not come from the general fund/taxes, it comes from the 2013 downtown taxing district funds from this specific district. Businesses in this district are able to use these funds to improve downtown businesses.

The Council stated there is no agenda item regarding a 5% public utilities increase and she is welcome to address non-agenda items at the beginning of each meeting, during Citizen Input on Non-Agenda Items.

After some discussion, Member Myers moved, and Member Linton seconded to approve a 50% match for the improvements to 205 S. Hwy 395. Motion carried unanimously.

Adjourn Urban Renewal Agency Meeting

Council President Primmer adjourned the HURA meeting at 8:29pm as there was no other HURA business.

SIGNED:

Doug Primmer, Council President

ATTEST:

Lilly Alarcon-Strong, CMC, City Recorder



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of April 24, 2023

Title/Subject

Resolution 2270- A resolution declaring a public necessity to acquire real property for the Gettman Road Extension project.

Summary and Background

It is necessary for the economic well-being, public health, safety and welfare of the City of Hermiston and members of the public to establish and develop a new full-length public road connection in the southern half of the city between State Highway 207 and US Highway 395, specifically by extending Gettman Road from it’s current terminus at South 1st Place to US Highway 395.

The Union Pacific Branch Line carves through the middle of Hermiston heading North/South, and as-such, creates a significant barrier to East/West travel. There are only three crossings of this rail line within City Limits which feature a full-length connection all the way from the West to the East sides of the City, represented as Elm Avenue, Highland Avenue, and Feedville Road. On the south side of the city, the gap between Highland Avenue and Feedville Road is nearly 2 miles. This reality forces most east/west traffic through the bottleneck intersection of 1st and Highland by Hermiston High School. Although installation of a traffic control signal at the 1st & Highland intersection will certainly assist with traffic management, it would do nothing to accommodate increased traffic volumes as the community continues to grow.

The City of Hermiston’s adopted Transportation System Plan (TSP) takes this problem in to account, and has therefore featured a planned extension of Gettman Road since the plan’s adoption more than 20 years ago. A copy of the TSP map can be viewed here: <https://hermiston.maps.arcgis.com/apps/View/index.html?appid=14224b2c622c452ba28e985646812b13>

Development of this route is necessary for the economic well-being of the City because it establishes a new more direct route allowing workers to access employment centers. Additionally, it helps to unlock future residential development land which is planned for future housing along this roadway’s route. Ensuring plentiful development land for new housing units is crucial to meeting the labor supply needs of the local economy.

Development of this route is necessary for public health, safety and welfare because it establishes a new more direct route through the southern portion of the City which allows residents faster access to various emergency services.

Development of this route, in the alignment presented, is necessary to maximize the safety of motorists and pedestrians utilizing this infrastructure in the future, with specific focus paid to the alignment of the intersections as proposed.

Development of this route, in the alignment presented, is necessary to maximize the functionality of the roadway to convey the public east/west across the southern portion of the city, with specific focus paid to the design speed of the roadway as an Urban Minor Collector, and the roadway geometry needed to accommodate that design.

Development of this route, in the alignment presented, is necessary to maximize the cost-effectiveness of the roadway to local taxpayers, with the alignment keeping costs low after accounting for alignment safety and functionality.

What the resolution does

This resolution:

- Authorizes city staff to hire appraisers, negotiators, and other consultants to assist in property acquisition.
- Requires staff and consultants to negotiate with property owners in good faith to compensate property owners justly, which ensures that they are paid fairly while also protecting the taxpayers from over-paying.
- Authorizes city staff to take appropriate legal action, if necessary, in order to obtain the necessary property in exchange for compensation determined through legal proceedings.

Next steps

Upon adoption of the resolution, the City’s consultants with Anderson Perry Engineering, and Epic Land Solutions, will begin negotiations in earnest with the impacted property owners.

All impacted properties have been mailed a notice, by Certified Mail, announcing this intended action.

Tie-In to Council Goals

Transportation: Improve mobility and transportation.

Fiscal Information

The DRAFT Streets Capital Improvement Plan Budget for FY '24 includes \$300,000 intended to assist with Right of Way acquisition for the Gettman Road Extension Project. Until real estate appraisers and negotiators can begin their work, a more precise estimate of fiscal impacts is challenging. This portion of the CIP is funded through a portion of Franchise Fees charged to utility companies which use the City’s Rights of Way to serve members of the public with their services.

Alternatives and Recommendation

Alternatives

1. Approve resolution 2270
2. Reject resolution 2270

Recommended Action/Motion

Motion to approve Resolution 2270

Submitted By:

Mark Morgan

RESOLUTION NO. 2270

A RESOLUTION DECLARING PUBLIC NECESSITY TO ACQUIRE REAL PROPERTY INTERESTS FOR ROADWAY IMPROVEMENTS AND APPROVING THE EXERCISE OF THE POWER OF EMINENT DOMAIN.

WHEREAS, the City of Hermiston ("City") has the authority to exercise the power of eminent domain pursuant to ORS 223.005-ORS 223.020 and ORS 223.105, and in accordance with the procedures set forth in ORS Chapter 35, when deemed necessary by the City's governing body to accomplish public purposes; and

WHEREAS, the City has the responsibility of establishing, laying out, extending or widening streets and providing safe transportation routes for commerce, convenience, and to adequately serve the public; and

WHEREAS, the project known as the East Gettman Road Extension improvement project (the "Project"), is included in the City's Transportation System Plan to enhance local access and roadway connectivity by extending Gettman Road from South 1st Street to Hwy 395; and

WHEREAS, the City Council determines consistent with the powers and purposes of its Charter that it is necessary for the economic well-being, public health, safety and welfare of the City and members of the public served by the City to acquire the interests in the necessary properties discussed further herein, to implement the Project; and

WHEREAS, after consideration of the most effective and economic benefits to the public, the City Council has determined that certain property interests, further identified on Exhibits A, attached hereto and incorporated by reference ("the Property Interests"), are necessary for the Project, and that this use is planned and located in a manner which is most compatible with the greatest public good and the least private injury; and

WHEREAS, the City Council finds that declaration by resolution to acquire the Property Interests for the Project is necessary and being fully advised;

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

1. That the above recitals shall form an integral part of this resolution and shall have the same force and effect as if they were adopted as resolutions.
2. That the Council finds that the Property Interests being acquired are necessary for the construction of the Project and are in the public interest, including but not limited to, the preservation of economic well-being, public health, safety and welfare of the City and its members of the public served by the City. The Project has been planned, designed, located and will be constructed in a manner which will be most compatible with the greatest public good and the least private injury.

3. That the power of eminent domain is exercised with respect to the Property Interests further described in Exhibits A. The Property Interests are acquired subject to payment of just compensation and subject to procedural requirements of Oregon law.
4. That City staff and the City's agents and attorneys are authorized and directed to attempt to negotiate in good faith a purchase of the Property Interests with the owner and other persons in interest, if any, as to the compensation to be paid for the acquisition. In the event that no satisfactory agreement can be reached, City staff, agents and attorneys are authorized to commence and prosecute condemnation proceedings necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition. This authorization is not intended to expand the jurisdiction of any court to decide matters determined above or determinable by the City Council.
5. That City staff and counsel are authorized to retain real estate appraisers, negotiators, and other consultants as well as appraisals, as needed, under the auspices of City counsel, for the initiation of the proceedings described above.
6. That the City staff and counsel are authorized to retain any experts necessary to examine, survey, conduct tests upon and take samples from the Property pursuant to the requisite procedures for pre-condemnation entry on the Property (ORS 35.220).
7. That the City staff and counsel are authorized to retain outside counsel necessary to assist with pre-condemnation work, negotiations with the property owner and condemnation litigation, if necessary.
8. The Council recognizes that formal litigation may be necessary and the attorney(s) for the City and/or outside counsel are directed and authorized to commence and prosecute to final determination such legal proceedings as may be necessary to acquire the Property Interests.
9. That upon the trial of any such suit or action instituted to acquire the Property Interests therein, the attorneys acting for and on behalf of the City are authorized to make such stipulation, agreement or admission as in their judgment may be in the best interest of the City and take possession of the Property Interests as appropriate in their judgment without necessity of further Council approval.

- 10. That the City expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.
- 11. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 8th day of May 2023.
SIGNED by the Mayor this 8th day of May 2023.

Dr. David Drotzmann, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER

Attachment A

RESOLUTION NO. 2270

Gettman Road Improvement Project: S. 1st Street to US Highway 395

Enclosed:

Legal descriptions and exhibits for right of way dedications to be acquired at:

Property	Page
Sherrell - Tax Lot 4N2814CC-200	2
Right of Way Acquisition	
Doolin - Tax Lot 4N2814CC-300	5
Right of Way Acquisition	
Christiansen - Tax Lot 4N2814CC-100	8
Right of Way Acquisition	
Walchli - Tax Lot 4N2814CA-1000	11
Right of Way Acquisition	
Hermiston Cemetery Tax - Lot 4N2814DB-201	15
Right of Way Acquisition	

Tax Lot 4N2814CC-200

Property Owner: Donna and Richard Sherrell

**FILE: 736-143 EAST GETTMAN
EAST GETTMAN – SHERRELL
AP (RES) 4/21/2023**

TRACT 1 – RIGHT-OF-WAY DEDICATION

A Tract of land located in the Southwest one-quarter of Section 14, Township 4 North, Range 28 East, Willamette Meridian, Umatilla County, Oregon and being a portion of Bargain and Sale Deed Recorded as Document No. 107103 Umatilla County Records, said Tract is more particularly described as follows:

BEGINNING at point on the East Right-of-Way line of S. 1st Street which bears N0°15'40"E, 1,348.71 feet from the Southwest Section Corner of said Section 14;
thence N0°48'13"W, along said East Right-of-Way line, 9.64 feet;
thence N89°34'51"E, along said North line, 339.25 feet;
thence 229.39 feet along a curve to the right, having a radius of 453.00 feet and a central angle of 29°00'50" (chord bears S75°54'44"E, 226.95 feet);
thence 250.70 feet along a curve to the left, having a radius of 387.00 feet and a central angle of 37°06'58" (chord bears S79°57'48"E, 246.34 feet) to a point on the southerly property line;
thence S58°52'41"W, along said southerly property line, 129.77 feet;
thence 172.21 feet along a curve to the right, having a radius of 453.00 feet and a central angle of 21°46'51" (chord bears N72°17'44"W, 171.17 feet);
thence 195.97 feet along a curve to the left, having a radius of 387.00 feet and a central angle of 29°00'50" (chord bears N75°54'44"W, 193.89 feet);
thence S89°34'51"W, 109.22 feet to a point on the easterly line;
thence N0°47'46"W, along said easterly line, 57.85 feet;
thence S89°12'36"W, along said easterly line, 229.58 feet to the **POINT OF BEGINNING.**

Tract 1 contains 36,979 square feet or 0.849 acres, more or less.

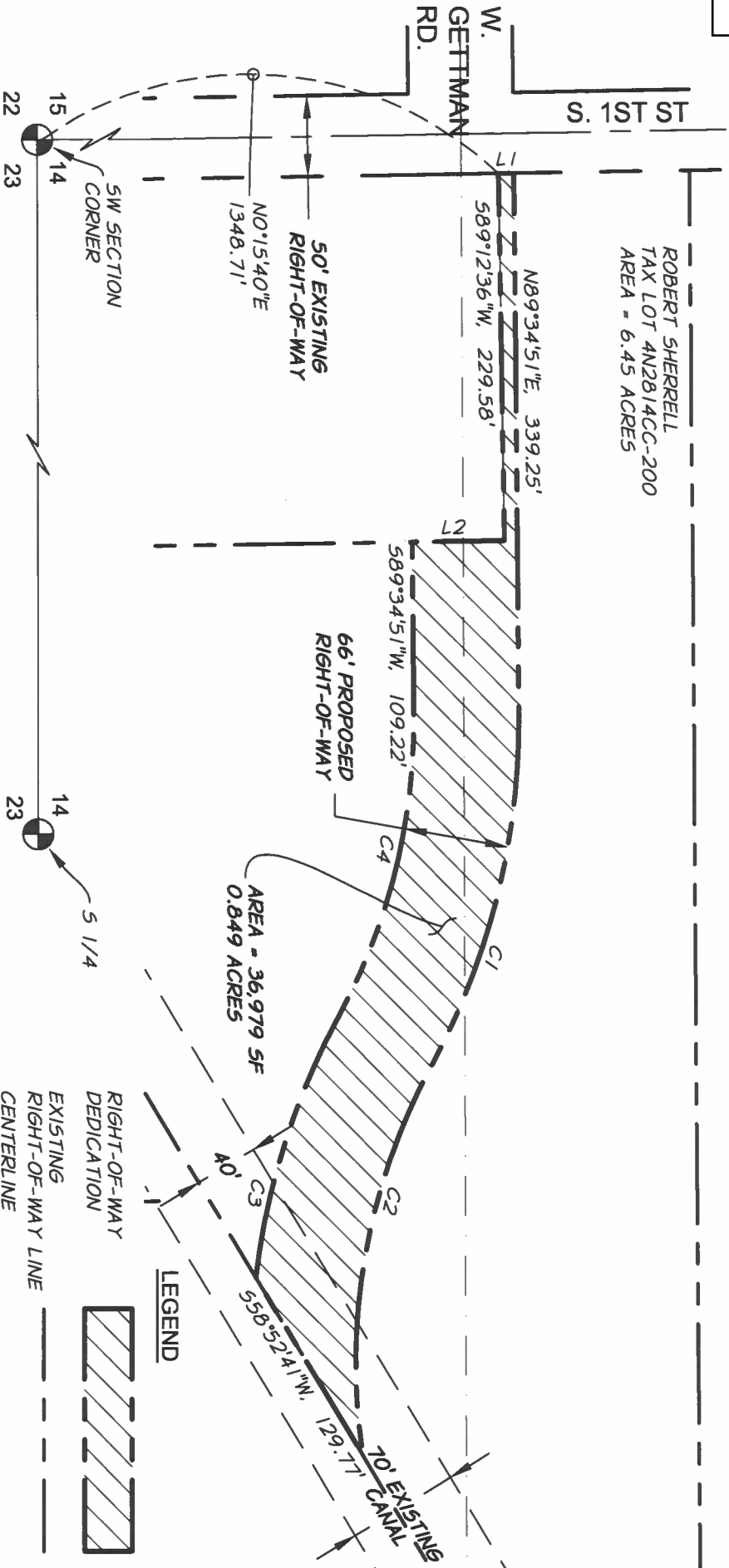
For purposes of this description, Southwest corner of said Section 14 bears S89°52'01"W, 2657.72 feet from the South one-quarter corner of said Section 14.

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Richard E. Stein
OREGON
FEBRUARY 8, 2000
RICHARD E. STEIN
49593PLS

EXPIRES: 6/30/2024

1stHermiston OR1736-143 Eggetman ROWSurvey\DOC\Seasements\Sherrille Gettman CI ROW - Sherrille.dwg 8x11-Sherrille, 4/27/2023 5:08 AM, rslain

ROBERT SHERRELL
TAX LOT 4N2B14CC-200
AREA = 6.45 ACRES



CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEAR	CHORD DIST
C1	229.39'	453.00'	29°00'50"	575°54'44"E	226.95'
C2	250.70'	387.00'	37°06'58"	579°57'48"E	246.34'
C3	172.21'	453.00'	21°46'51"	N72°17'44"W	171.17'
C4	195.97'	387.00'	29°00'50"	N75°54'44"W	193.89'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N0°48'13"W	9.64'
L2	N0°47'46"W	57.85'

LEGEND

- RIGHT-OF-WAY DEDICATION
- EXISTING RIGHT-OF-WAY LINE
- CENTERLINE
- EXISTING PROPERTY LINE
- EXISTING SECTION LINE
- EXISTING CANAL



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Richard E. Stein
OREGON
FEBRUARY 8, 2000
RICHARD E. STEIN
49593PLS

EXPIRES: 6/30/2024



EXHIBIT "B"
CITY OF HERMISTON, OREGON
SW 1/4 OF SECTION 14, TOWNSHIP 4N, RANGE 28E,
WILLAMETTE MERIDIAN,
UMATILLA COUNTY, OREGON

FIGURE
1

Tax Lot 4N2814CC-300

Property Owner: Vicky Lee Doolin

FILE: 736-143 EAST GETTMAN
EAST GETTMAN – DOOLIN
AP (RES) 4/21/2023

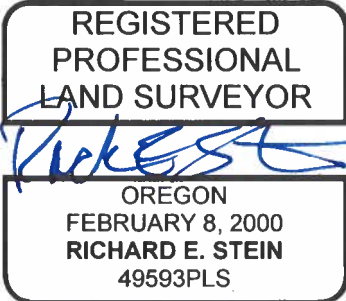
TRACT 1 – RIGHT-OF-WAY DEDICATION

A Tract of land located in the Southwest one-quarter of Section 14, Township 4 North, Range 28 East, Willamette Meridian, Umatilla County, Oregon and being a portion of Statutory Bargain and Sale Deed Recorded as Document No. 2001-3970166, Umatilla County Records, said Tract is more particularly described as follows:

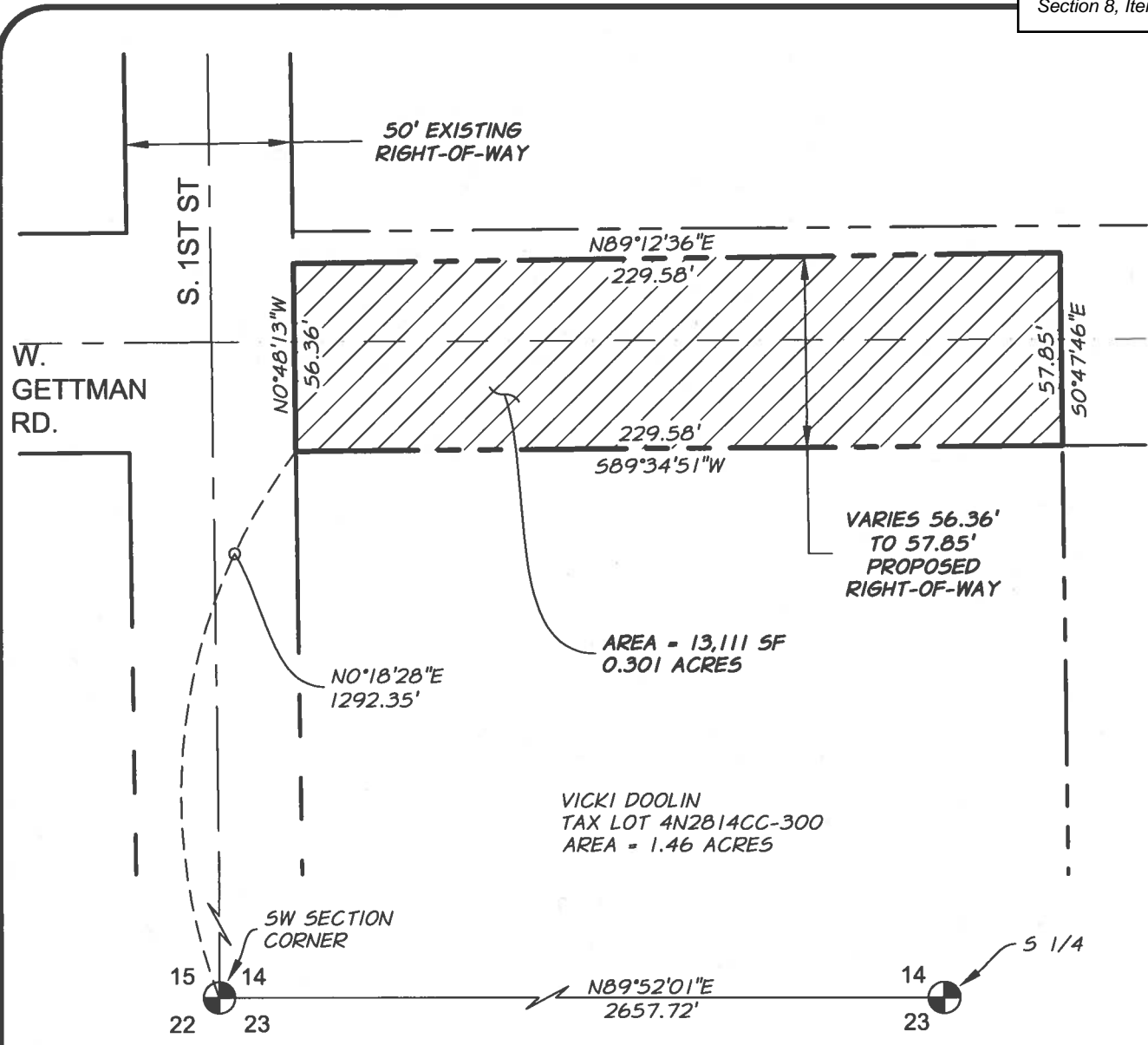
BEGINNING at point on the East Right-of-Way line of S. 1st Street which bears N0°18'28"E, 1,292.35 feet from the Southwest Section Corner of said Section 14;
thence N0°48'13"W, along said East Right-of-Way line, 56.36 feet to the Northwest corner of said property;
thence N89°12'36"E, along said North line, 229.58 feet to the Northeast property corner;
thence S0°47'46"E, along said East line, 57.85 feet;
thence S89°34'51"W, 229.58 feet to the **POINT OF BEGINNING.**

Tract 1 contains 13,111 square feet or 0.301 acres, more or less.







For purposes of this description, Southwest corner of said Section 14 bears S89°52'01W, 2657.72 feet from the South one-quarter corner of said Section 14.

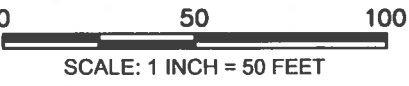


EXPIRES: 6/30/2024



LEGEND

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



REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
FEBRUARY 8, 2000
RICHARD E. STEIN
49593PLS

EXPIRES: 6/30/2024



EXHIBIT "B"
CITY OF HERMISTON, OREGON
SW 1/4 OF SECTION 14, TOWNSHIP 4N, RANGE 28E,
WILLAMETTE MERIDIAN,
UMATILLA COUNTY, OREGON

FIGURE
1

X:\Clients\Hermiston OR\736-143 EGettman ROWSurvey\DOCSEasements\DoolinE Gettman CL ROW - Doolin.dwg, 8x11-Doolin, 4/27/2023 5:08 AM, rstein

Tax Lot 4N2814CC-100

Property Owner: David and Kari Christiansen

FILE: 736-143 EAST GETTMAN
EAST GETTMAN – CHRISTIANSEN
AP (RES) 4/21/2023

TRACT 1 – RIGHT-OF-WAY DEDICATION

A Tract of land located in the Southwest one-quarter of Section 14, Township 4 North, Range 28 East, Willamette Meridian, Umatilla County, Oregon and being a portion of Warranty Deed recorded as Document No. 2022-7400359 recorded April 29, 2022, Umatilla County Survey Records, said Tract is more particularly described as follows:

BEGINNING at point on the northerly property line, which bears N30°14'11"E, 1,383.83 feet from the Southwest Section Corner of said Section 14;

thence N58°52'41"E, along said northerly line, 129.77 feet;

thence 149.85 feet along a non-tangent curve to the left, having a radius of 387.00 feet and a central angle of 22°11'05" (chord bears N70°23'11"E, 148.91 feet) to a point on the "A" Line Canal easement line;

thence along the easement line the following three (3) courses:

1. N59°17'38"E, 15.85 feet;
2. 174.10 feet along a curve to the right, having a radius of 1220.00 feet and a central angle of 8°10'35" (chord bears N63°22'55"E, 173.95 feet);
3. N67°28'13"E, 207.30 feet to the East property line;

thence S0°43'02"E, along said East property line, 71.09 feet;

thence S67°28'13"W, 180.88 feet;

thence 164.68 feet along a curve to the left, having a radius of 1154.00 feet and a central angle of 8°10'35" (chord bears S63°22'55"W, 164.54 feet);

thence S59°17'38"W, 15.85 feet;

thence 296.65 feet along a curve to the right, having a radius of 453.00 feet and a central angle of 37°31'12" (chord bears S78°03'14"W, 291.37 feet) to the **POINT OF BEGINNING**.

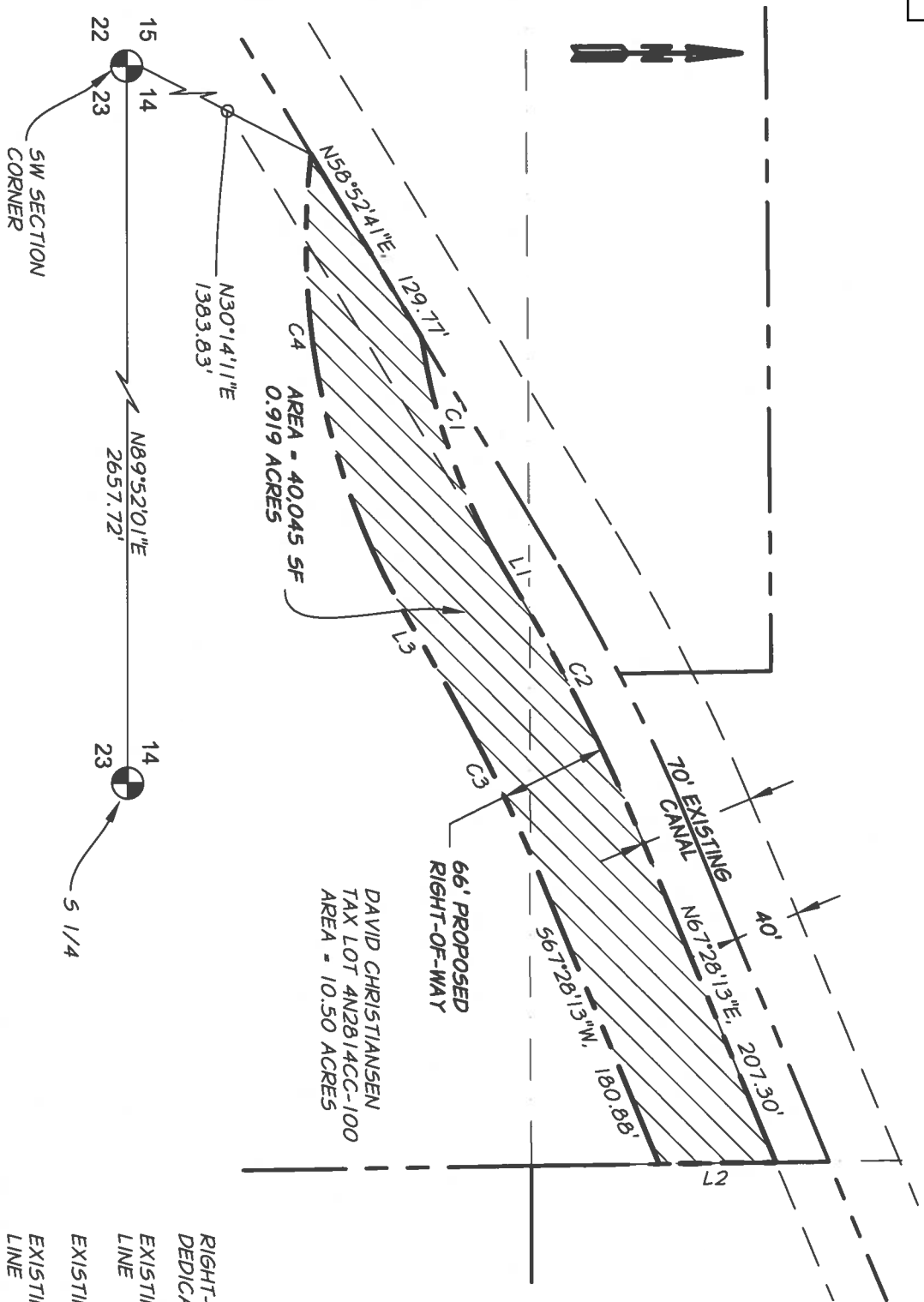
Tract 1 contains 40,045 square feet or 0.919 acres, more or less.

For purposes of this description, Southwest corner of said Section 14 bears S89°52'01"W, 2657.72 feet from the South one-quarter corner of said Section 14.



EXPIRES: 6/30/2024

\\slhermiston OR\736-143 Egaltman ROW\Survey\DOC\Seasements\Christiansen\Galtman CL ROW - Christiansen.dwg, 8x11, Christiansen, 4/27/2023 5:08 AM, rstein



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N59°17'38"E	15.85'
L2	S0°43'02"E	71.09'
L3	S59°17'38"W	15.85'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEAR	CHORD DIST
C1	387.00'	149.85'	22°11'05"	N70°23'11"E	148.91'
C2	1220.00'	174.10'	8°10'35"	N63°22'55"E	173.95'
C3	1154.00'	164.68'	8°10'35"	S63°22'55"W	164.54'
C4	453.00'	296.65'	37°31'12"	S78°03'14"W	291.37'

LEGEND

- RIGHT-OF-WAY DEDICATION (Hatched pattern)
- EXISTING PROPERTY LINE (Dashed line)
- EXISTING CANAL (Dashed line)
- EXISTING SECTION LINE (Dashed line)

REGISTERED PROFESSIONAL LAND SURVEYOR
Richard E. Stein
 OREGON
 FEBRUARY 8, 2000
 RICHARD E. STEIN
 49593PLS
 EXPIRES: 6/30/2024



EXHIBIT "B"
 CITY OF HERMISTON, OREGON
 SW 1/4 OF SECTION 14, TOWNSHIP 4N, RANGE 28E,
 WILLAMETTE MERIDIAN,
 UMATILLA COUNTY, OREGON

FIGURE
1

Tax Lot 4N2814CA-10000
Property Owner: James G. Walchli

**FILE: 736-143 EAST GETTMAN
EAST GETTMAN – WALCHLI
AP (RES) 4/21/2023**

TRACT 1 – RIGHT-OF-WAY DEDICATION

A Tract of land located in the Southwest one-quarter of Section 14, Township 4 North, Range 28 East, Willamette Meridian, Umatilla County, Oregon and being a portion of the property south of the “A” Line Canal on County Survey No. O-8-C, Umatilla County Survey Records, said Tract is more particularly described as follows:

BEGINNING at point on the westerly property line and the southerly canal easement, which bears N41°31’29”E, 1,974.28 feet from the Southwest Section Corner of said Section 14;

thence along said southerly canal easement line the following eight (8) courses;

1. N67°28’13”E, 168.46 feet;
2. 157.96 feet along a curve to the right, having a radius of 609.51 feet and a central angle of 14°50’56” (chord bears N75°18’18”E, 157.52 feet);
3. 133.97 feet along a curve to the left, having a radius of 434.05 feet and a central angle of 17°14’04” (chord bears N73°53’14”E, 133.44 feet);
4. N64°38’05”E, 237.32 feet;
5. 190.71 feet along a curve to the right, having a radius of 1507.29 feet and a central angle of 7°14’58” (chord bears N68°15’33”E, 190.58 feet);
6. N71°53’02”E, 204.63 feet;
7. 182.64 feet along a curve to the left, having a radius of 1337.77 feet and a central angle of 7°49’20” (chord bears N67°58’22”E, 182.50 feet);
8. N65°49’47”E, 143.05 feet to the North-South centerline being the East property line;

thence S0°46’55”E, along said East line, 71.91 feet being Point A;

thence S65°49’47”W, 167.82 feet;

thence 136.27 feet along a curve to the right, having a radius of 1289.59 feet and a central angle of 6°03’16” (chord bears S68°51’24”W, 136.21 feet);

thence S71°53’02”W, 204.63 feet;

thence 190.71 feet along a curve to the left, having a radius of 1441.29 feet and a central angle of 7°14’58” (chord bears S68°15’33”W, 182.24 feet);

thence S64°38’05”W, 237.32 feet;

thence 133.97 feet along a curve to the right, having a radius of 480.05 feet and a central angle of 18°30’19” (chord bears S73°53’14”W, 154.66 feet);

thence 139.96 feet along a curve to the left, having a radius of 511.76 feet and a central angle of 15°40’11” (chord bears S75°18’18”W, 139.52 feet);

thence S67°28’13”W, 194.87 feet;

thence N0°43’02”W, 71.09 feet to the **POINT OF BEGINNING.**

Tract 1 contains 93,580 square feet or 2.148 acres, more or less.

TRACT 2 – RIGHT-OF-WAY DEDICATION

A Tract of land located in the Southwest one-quarter of Section 14, Township 4 North, Range 28 East, Willamette Meridian, Umatilla County, Oregon and being a portion of the property south of the "A" Line Canal on County Survey No. O-8-C, Umatilla County Survey Records, said Tract is more particularly described as follows:

BEGINNING at Point "A" on the east property line;
thence S0°46'55"E, along said East line, 577.36 feet to the South property line;
thence S89°13'18W, along said South line, 25.00 feet;
thence N0°46'42"W, 468.77 feet;
thence 57.16 feet along a curve to the left, having a radius of 140.00 feet and a central angle of 23°23'31" (chord bears N12°28'28"W, 56.76 feet);
thence N24°10'13"W, 34.18 feet;
thence N65°49'47"E, 54.52 feet to the **POINT OF BEGINNING**.

Tract 2 contains 15,208 square feet or 0.349 acres, more or less.

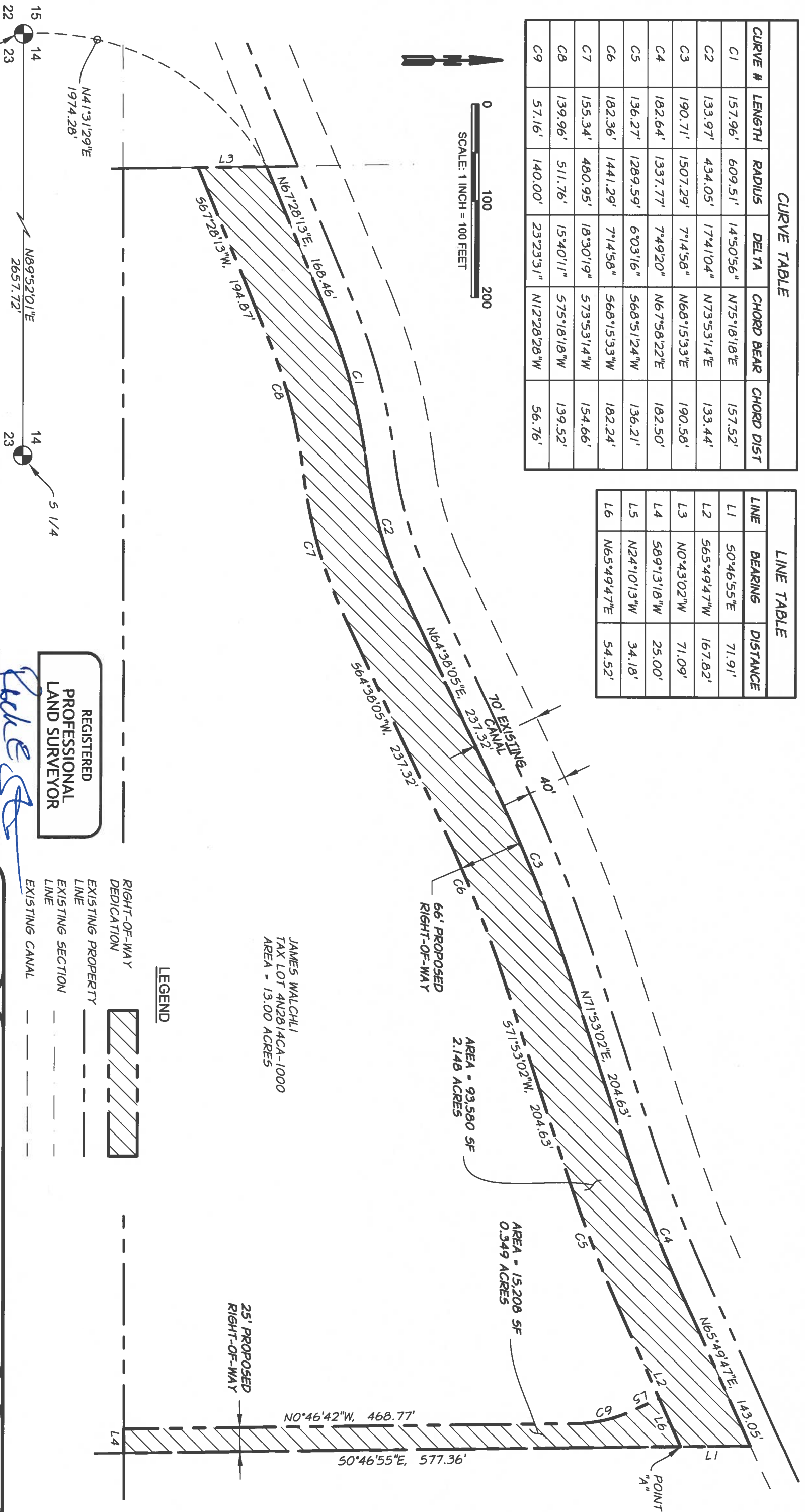
For purposes of this description, Southwest corner of said Section 14 bears S89°52'01W, 2657.72 feet from the South one-quarter corner of said Section 14.

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Richard E. Stein
OREGON
FEBRUARY 8, 2000
RICHARD E. STEIN
49593PLS

EXPIRES: 6/30/2024

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEAR	CHORD DIST
C1	157.96'	609.51'	14°50'56"	N75°18'18"E	157.52'
C2	133.97'	434.05'	17°41'04"	N73°53'14"E	133.44'
C3	190.71'	1507.29'	7°14'58"	N68°15'33"E	190.58'
C4	182.64'	1337.77'	7°49'20"	N67°58'22"E	182.50'
C5	136.27'	1289.59'	6°03'16"	568°51'24"W	136.21'
C6	182.36'	1441.29'	7°14'58"	568°15'33"W	182.24'
C7	155.34'	480.95'	18°30'19"	573°53'14"W	154.66'
C8	139.96'	511.76'	15°40'11"	575°18'18"W	139.52'
C9	57.16'	140.00'	23°23'31"	N12°28'28"W	56.76'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	50°46'55"E	71.91'
L2	565°49'47"W	167.82'
L3	N0°43'02"W	71.09'
L4	S89°13'18"W	25.00'
L5	N24°10'13"W	34.18'
L6	N65°49'47"E	54.52'



JAMES WALCHLI
TAX LOT 4N2B14CA-1000
AREA = 13.00 ACRES

LEGEND

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

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Richard E. Stein

OREGON
FEBRUARY 8, 2000
RICHARD E. STEIN
49593PLS

EXPIRES: 6/30/2024



EXHIBIT "B"
CITY OF HERMISTON, OREGON
SW 1/4 OF SECTION 14, TOWNSHIP 4N, RANGE 28E,
WILLAMETTE MERIDIAN,
UMATILLA COUNTY, OREGON

FIGURE
1

Tax Lot 4N2814DB-201

Property Owner: Hermiston Cemetery District #8

FILE: 736-143 EAST GETTMAN
EAST GETTMAN – HERMISTON CEMETERY
AP (RES) 4/21/2023

TRACT 1 – RIGHT-OF-WAY DEDICATION

A Tract of land located in the Southwest one-quarter of Section 14, Township 4 North, Range 28 East, Willamette Meridian, Umatilla County, Oregon and being a portion of Hermiston Cemetery District Parcel II Property as shown on County Survey No. 22-043-B, Umatilla County Survey Records, said Tract is more particularly described as follows:

BEGINNING at point on the North-South centerline of Section 14 being the West property line, and the southerly canal easement, which bears N52°59'50"E, 3294.04 feet from the Southwest Section Corner of said Section 14;

thence along said southerly canal easement line the following five (5) courses;

1. N64°24'07"E, 120.15 feet;
2. 155.39 feet along a curve to the left, having a radius of 403.62 feet and a central angle of 22°03'30" (chord bears N53°22'22"E, 154.43 feet);
3. N42°20'37"E, 171.28 feet;
4. 181.02 feet along a curve to the right, having a radius of 734.53 feet and a central angle of 14°07'12" (chord bears N49°23'55"E, 180.56 feet);
5. N56°27'31"E, 321.13 feet to a point on the West right-of-way of U.S. Highway 395;

thence S41°31'37"E, along said West right-of-way line, 119.06 feet;

thence 114.25 feet along a non-tangent curve to the right, having a radius of 453.00 feet and a central angle of 14°27'00" (chord bears S60°01'38"W, 113.95 feet);

thence S67°15'08"W, 167.17 feet;

thence 232.75 feet along a curve to the left, having a radius of 535.39 feet and a central angle of 24°54'31" (chord bears S54°47'52"W, 230.93 feet);

thence S42°20'37"W, 171.28 feet;

thence 180.80 feet along a curve to the right, having a radius of 469.62 feet and a central angle of 22°03'30" (chord bears S53°22'22"W, 179.68 feet);

thence S64°24'07"W, 120.97 feet;

thence S65°49'47"W, 29.37 feet to a point on the said West line;

thence N0°46'55"W, along said West line 71.91 feet to the **POINT OF BEGINNING**.

Tract 1 contains 75,991 square feet or 1.745 acres, more or less.

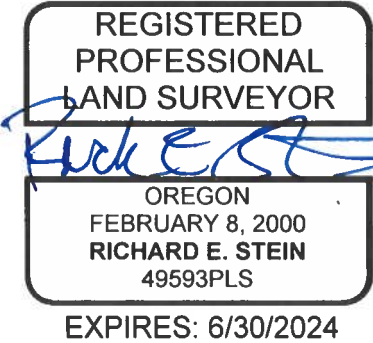
TRACT 2 – RIGHT-OF-WAY DEDICATION

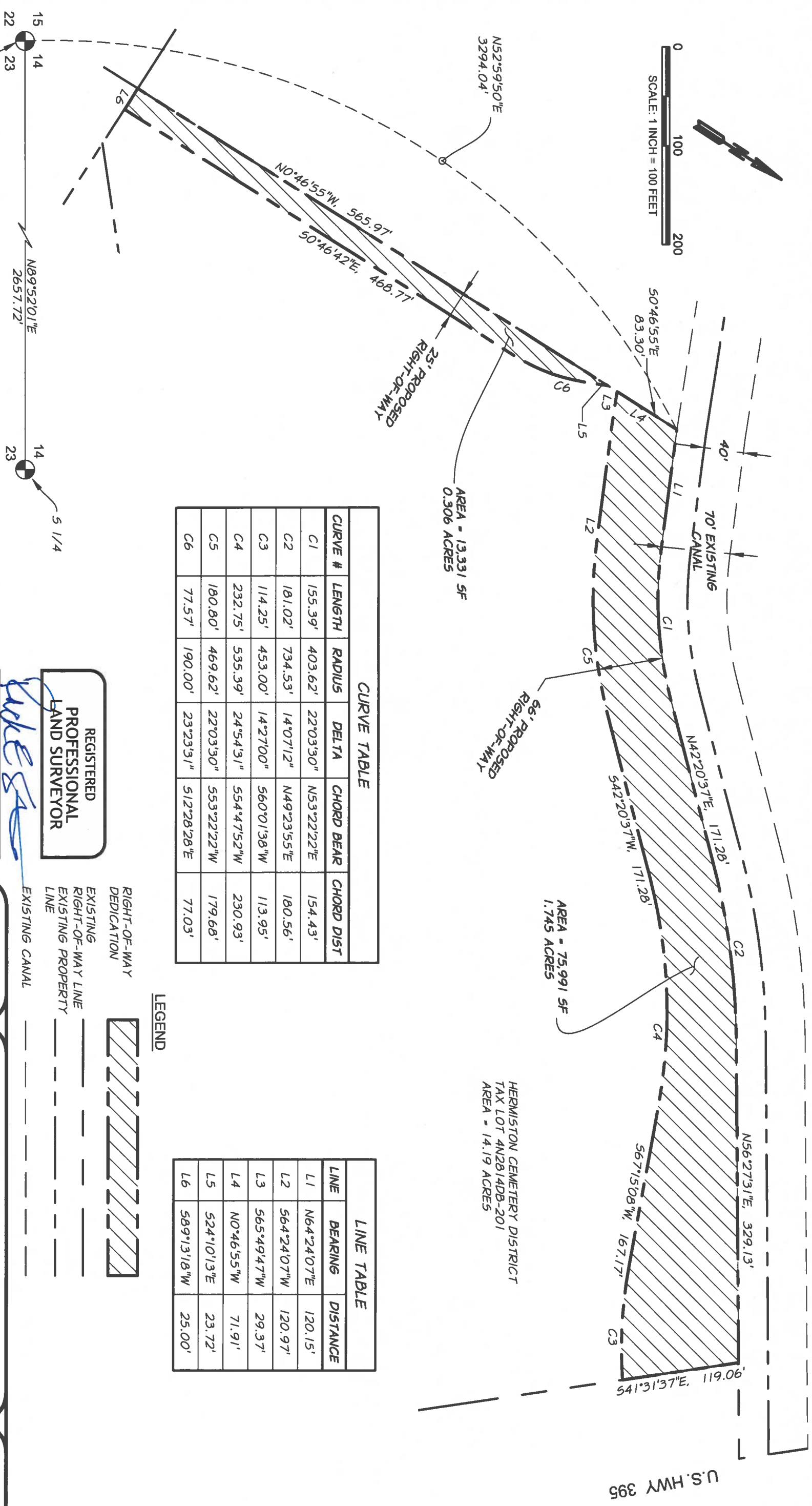
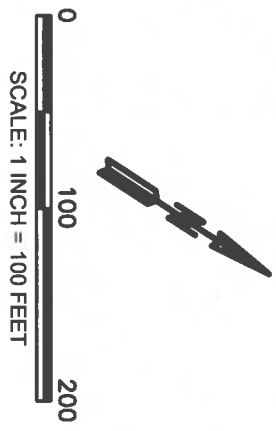
A Tract of land located in the Southwest one-quarter of Section 14, Township 4 North, Range 28 East, Willamette Meridian, Umatilla County, Oregon and being a portion of Hermiston Cemetery District Parcel II Property as shown on County Survey No. 22-043-B, said Tract is more particularly described as follows:

COMMENCING at point on the North-South centerline of Section 14 being the West property line, and the southerly canal easement, which bears N52°59'50"E, 3294.04 feet from the Southwest Section Corner of said Section 14; thence S0°46'55"E, 83.30 feet to the **TRUE POINT OF BEGINNING**;
thence S24°10'13"E, 23.72 feet;
thence 77.57 feet along a curve to the right, having a radius of 190.00 feet and a central angle of 23°23'31" (chord bears S12°28'28"E, 77.03 feet);
thence S0°46'42"E, 468.77 feet to a point on the Southerly property line;
thence S89°13'18W, along said South line, 25.00 feet to the North-South centerline being the West property line;
thence N0°46'55"W, along said West line, 565.97 feet to the **POINT OF BEGINNING**.

Tract 2 contains 13,331 square feet or 0.306 acres, more or less.

For purposes of this description, Southwest corner of said Section 14 bears S89°52'01W, 2657.72 feet from the South one-quarter corner of said Section 14.





AREA - 13,331 SF
0.306 ACRES

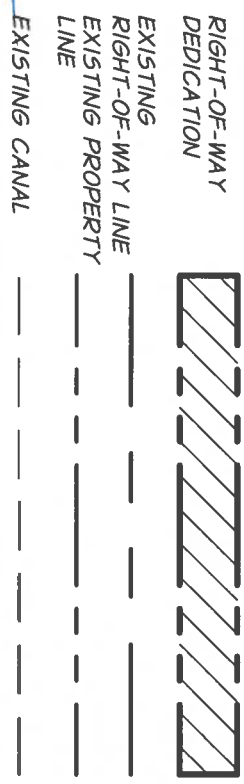
AREA - 75,991 SF
1.745 ACRES

HERMISTON CEMETERY DISTRICT
TAX LOT 4N2814DB-201
AREA - 14.19 ACRES

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEAR	CHORD DIST
C1	155.39'	403.62'	22°03'30"	N53°22'22"E	154.43'
C2	181.02'	734.53'	14°07'12"	N49°23'55"E	180.56'
C3	114.25'	453.00'	14°27'00"	S60°01'38"W	113.95'
C4	232.75'	535.39'	24°54'31"	S54°47'52"W	230.93'
C5	180.80'	469.62'	22°03'30"	S53°22'22"W	179.68'
C6	77.57'	190.00'	23°23'31"	S12°28'28"E	77.03'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N64°24'07"E	120.15'
L2	S64°24'07"W	120.97'
L3	S65°49'47"W	29.37'
L4	N0°46'55"W	71.91'
L5	S24°10'13"E	23.72'
L6	S89°13'18"W	25.00'

LEGEND



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Richard E. Stein

OREGON
FEBRUARY 8, 2000
RICHARD E. STEIN
49593PLS

EXPIRES: 6/30/2024

**anderson
perry**
& associates, inc.

EXHIBIT "B"
CITY OF HERMISTON, OREGON
SW 1/4 OF SECTION 14, TOWNSHIP 4N, RANGE 28E,
WILLAMETTE MERIDIAN,
UMATILLA COUNTY, OREGON

FIGURE
1



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of May 8, 2023

Title/Subject

Parks & Recreation Committee recommendation to name the new park in the Legacy Development, Horizon Park.

Summary and Background

Hermiston's newest park in the Legacy Development, situated off E. Bella Vista Ave and NE 5th Street, is a 1- acre park dedicated to the city by the developer, MonteVista Homes, with agreements to install landscaping, irrigation, and other park amenities.

In February 2023, the Parks & Recreation Committee hosted a community open house to gather suggestions for park names. However, the committee determined that more options were needed to ensure a well-rounded selection of choices. In March 2023, the committee conducted a community-wide online survey and sent surveys to Loma Vista Elementary School children. A total of 108 name suggestions were received from these surveys.

The Parks & Recreation Committee reviewed the results of the surveys and voted on and approved the recommendation that Hermiston's newest park be named "Horizon Park." The committee believed that the name "Horizon Park" accurately reflects the essence of the park's location and highlights the scenic views that visitors can enjoy. This name aligns with the park's purpose of providing a beautiful and relaxing space for the community to gather and engage in outdoor activities.

The park currently offers a walking trail around the perimeter, recently installed irrigation and turf to come later this month. Future development plans for the park include playground equipment, a half-court sport court, and a gazebo, which will provide visitors with more recreational opportunities. These amenities will be installed in the park based on a timeline and budget to be determined by the Parks & Recreation Committee.

Tie-In to Council Goals

Goal 2: Wellness, a safe and healthy Hermiston.

Fiscal Information

None

Alternatives and Recommendation

Alternatives

The city council may choose to approve or deny the name, sending this back for another recommendation by the Parks & Recreation Committee.

Recommended Action/Motion

The Parks & Recreation Committee and Staff recommends City Council approve of the name "Horizon Park".

Submitted By:

Brandon Artz, Parks & Recreation Director

RESOLUTION NO. 2271

A RESOLUTION TO NAME THE PARK LOCATED WITHIN THE LEGACY DEVELOPMENT AS HORIZON PARK

WHEREAS, as part of a new residential neighborhood within the City of Hermiston known as the Legacy Development, the developer, Monte Vista Homes, dedicated a one (1) acre park inside of the new neighborhood to the City; and

WHEREAS, the new one (1) acre park is located off of E. Bella Vista Avenue and NE 5th Street; and

WHEREAS, the City’s Parks Department and Parks and Recreation Committee held a community open house, conducted a community on-line survey, and sent surveys to the children at Loma Vista Elementary School for the purpose of developing a potential name for the new park; and

WHEREAS, the City’s Parks and Recreation Committee reviewed the results of the surveys and voted to recommend that the new park be named “Horizon Park.”

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

1. That the new park situated off E. Bella Vista Avenue and NE 5th Street, within the neighborhood known as the Legacy Development, shall be a public park and be forevermore named “Horizon Park.”
2. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 8th day of May 2023.

SIGNED by the Mayor this 8th day of May 2023.

Dr. David Drotzmann, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of May 8, 2023

Title/Subject

Authorize a lease agreement with Life Flight Networks to occupy the building known as the “Caretaker’s Residence,” at the airport for use as temporary crew quarters.

Summary and Background

The Caretaker’s residence is a ~1,700 square foot residential structure located at the airport between the Terminal Building and the Fuel Island and main Apron parking area. Exact history and origin of the structure is difficult to come by, but the most consistent is that the City came in to ownership of it as it was relocated from The Dalles in the 1950s, when The Dalles Dam was constructed. The structure is a double-wide manufactured home, and served as the on-site residence of the Airport Managers up until 2018 when Gorge Aviation assumed management of the facility.

Life Flight Networks (LFN) operates medical helicopters throughout the Pacific Northwest, and has aircraft based at many airports, and they typically like to have living quarters on-site so that their pilots and medical crew can immediately respond to a call. LFN has begun examining placement of an aircraft at the Hermiston Airport, and the Caretaker’s residence is a good option.

Airport and City Facilities Maintenance personnel have worked with LFN over the past month to consider options for utilizing the Cartaker’s residence, and all feel comfortable with the arrangement as spelled out in the attached lease agreement.

Tie-In to Council Goals

Goal #2- Safe & Healthy. Having Life Flight in the community is a significant improvement in healthcare service level for the region.

Fiscal Information

The lease revenue itself is anticipated to generate \$18,000 per year in new revenue for the Airport, as a General Fund department. Since the residence has been vacant since 2018, all of this revenue is a net increase. In addition to the lease revenue, it is anticipated that having the LFN helicopter based at the airport will generate approximately \$5,000 to \$10,000 per year in additional fuel sales profit for the City-owned fueling system at the airport.

Alternatives and Recommendation

Alternatives

1. Authorize City Staff to execute the proposed lease in substantially similar form to what has been presented.
2. Direct staff to make significant changes to the lease as proposed.

Recommended Action/Motion

Motion to authorize City Staff to execute the proposed lease in substantially similar form to what has been presented.

Submitted By:

Mark Morgan

**CITY OF HERMISTON LEASE AGREEMENT
1610 Airport Way, Hermiston Oregon**

THIS LEASE AGREEMENT hereinafter known as the "Lease" is entered into this ____ day of _____, 20____, by and between the City of Hermiston, an Oregon municipal corporation, with mailing address at 180 NE 2nd Street, Hermiston, Oregon, hereinafter known as the "City" and _____ hereinafter known as the "Tenant(s)."

WHEREAS, the City desires to lease the Property defined herein under the terms and conditions as set forth herein; and

WHEREAS, the Tenant(s) desires to lease the Property defined herein from the City under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

PROPERTY. The City owns property and improvements located at 1610 Airport Way, Hermiston, Oregon 97838 (hereinafter referred to as the "Property"). The Property shall include only the residence and fenced back yard. The City reserves sole and exclusive use of all outbuildings within the Property present at the time of entering this Lease.

LEASE TERM. This Lease shall commence on July 1, 2023, and end on June 30, 2028 (hereinafter referred to as the "Term"), unless otherwise terminated in accordance with the provisions of the Lease. Upon the end of the Term, Tenant shall vacate the Property and deliver the same to the City unless:

- the Lease is formally extended by the City and the Tenant in a writing signed by both parties; or
- the City willingly accepts Rent from the Tenant for a period beyond the original Term. Where the City accepts Rent for a period beyond the original Term, without a formal extension agreed to in writing by both parties, a month-to-month tenancy will be created.

RENT. The Tenant shall pay to City the sum of \$ 1,500 per month (hereinafter referred to as "Rent") for the duration of the Term of the Lease. The Rent shall be payable on or before every 1st day of the month (hereinafter referred to as the "Due Date"), notwithstanding that the said date falls on a weekend or holiday.

- A. **Late Rent.** If Rent is not paid within 30 days of the Due Date, the Rent shall be considered past due and a late fee of 1 % of the Rent past due shall be applied for every day Rent is late.
- B. **Returned Checks.** In the event that a check intended as payment for Rent is dishonoured for whatever reason, the same shall be considered as Late Rent with the late fee being payable on the same.
- C. **Application of payments.** Whenever there are different sums owed by the Tenant to the City, any payment shall be applied first to those obligations other than rent including but not limited to association/community dues, Late Fee, repairs chargeable to the Tenant, and other charges notwithstanding any notations or specifications made by the Tenant on the application of any payment paid to the City.
- D. **Rent Increases.** The Rent payable shall not be increased or otherwise modified during the Term of this Lease. Any increase in Rent shall only take effect after the expiration of the Term provided in this Lease. Any increase in Rent to take effect upon renewal or extension of the Term of this Lease must be preceded by a 90 (ninety) - day notice of the same from the City to the Tenant.

SECURITY DEPOSIT. The Tenant shall pay to the City the amount of \$ 1,500 as a Security Deposit upon the execution of this Lease (the "Security Deposit"). The receipt of such Security Deposit is

hereby acknowledged by the City who undertakes to hold the same in compliance applicable laws, rules and regulations.

A. **Deductions.** Upon the termination of the Lease, the City may deduct the following from the Security Deposit:

- Unpaid rent
- Late fees
- Unpaid utilities
- Cost of repairs beyond ordinary wear and tear
- Cleaning fee in the amount of \$ 250
- Early Termination Fee
- Others: _____

B. **Return.** The Security Deposit or the balance thereof shall be returned by the City to the Tenant within 30 days after the termination of the Lease or in accordance with the applicable law on Security Deposit, whichever is sooner. In the event that the City shall make any allowable deduction, the City shall provide the tenant with an itemized list of all deductions made specifying the amounts and the respective expenses to which the Security Deposit or parts of it was applied.

C. **Tenant's Forwarding Address:** Upon vacating the Property, Tenant shall provide a forwarding address for any and all notices, communication and any other delivery.

USE OF PROPERTY. The Property as defined herein shall be for the sole and exclusive use and occupation by the Tenant(s).

Any Guest(s) of the Tenant(s) shall not be allowed to stay beyond 5 days without the consent of the City. The Property shall be used solely and exclusively as a residence. The Tenant(s) shall undertake to abide by any and all applicable laws, statutes and rules covering the Property.

CONDITION. The Tenant stipulates that the Property has been examined and that the Property is in good repair and is tenantable.

ASSIGNMENT. Under this Lease: Subletting is not allowed. The Tenant acknowledges that this Lease is not transferrable and that the Tenant may not assign the Lease, any part of the Lease or any of the rights or obligations herein. The tenant shall not sublet, sublease or otherwise grant any other party any license or right in relation to the Property or this Lease. Any license, assignment sublease or agreement in violation of this clause shall be null and void with no legal force whatsoever.

RIGHT OF ENTRY. The City shall have the right to enter the Property during normal working hours by providing at least 24 hours notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The City may exhibit the Property to prospective purchasers, mortgagees, or lessees upon reasonable notice.

ALTERATIONS AND IMPROVEMENTS. No alterations to or improvements on the Property shall be made by the Tenant without prior express consent of the City to the same in writing.

A. **Unauthorized Alterations or Improvements.** In the event that the Tenant shall undertake alterations or improvements relating to the Property in violation of this section the same shall be considered a material breach of this Lease putting the Tenant in default. The City may, upon the City's discretion, require the Tenant to undo the alterations or improvements and restore the

Property to its condition prior to any unauthorized alteration or improvement at the sole expense of the Tenant.

- B. **100 Amp Power Service.** To facilitate a stated need of Tenant, a 100 Amp 120/240 Volt circuit is to be installed at the time of occupancy at an estimated cost of \$ 4,985.00 . City shall coordinate this improvement, with Tenant reimbursing City for all actual costs of third party electricians within 30 days of receiving request for reimbursement from City.
- C. **Ownership of Alterations and Improvements.** In all cases of alterations, improvements, changes, accessories and the like that cannot be removed from the Property without destroying or otherwise deteriorating the Property or any surface thereof shall, upon creation, become the City's property without need for any further transfer, delivery, or assignment thereof.
- D. **Storage.** Tenant may place a 40' long storage container immediately adjacent to the east of the Property during the term of this lease.

NON-DELIVERY OF POSSESSION. The City shall deliver to the Tenant possession of the Property on or before the commencement of the Term of this Lease. Delay in the delivery of possession of the Property for any cause other than the fault or negligence of the City shall cause the abatement of the Rent until the date until such time the possession is delivered. In any event, the possession of the Property must be delivered no later than 5 (five) days after the commencement of the Term of this Lease and the Tenant agrees to accept the same until such date despite the delay. Failure of the City to deliver possession of the Property within this period, shall automatically terminate the Lease. Upon such Termination, the City shall return to the Tenant the Security Deposit, any advance rent and other sums not otherwise consumed on account of the Tenant never having occupied the Property such as, but not limited to cleaning fees if already collected. Thereafter the Parties shall have no further obligation to each other.

HAZARDOUS MATERIALS. Tenant shall not keep on the Property any item of a dangerous, flammable, or explosive nature that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.

UTILITIES. The City shall provide the following utilities and services to the Tenant(s): Water and Sewer. Any other utilities or services not mentioned will be the responsibility of the Tenant(s).

MAINTENANCE, REPAIR, AND RULES. The maintenance of the Property, minor repairs and servicing shall be the responsibility and sole expense of the Tenant, including but not limited to HVAC/air-conditioning units, plumbing fixtures (e.g. showers, bath tubs, toilets or sinks). For the entirety of the term of this Lease, the Tenant shall keep the property clean and in good repair.

The Tenant shall:

- A. Comply with any and all rules or regulations covering the Property including but not limited to local ordinances and state law health or safety codes.
- B. Dispose of any and all waste properly.
- C. Not obstruct any structure intended for ingress, egress, passage or otherwise providing some type of access to, from or through the property.
- D. Obtain consent of the City prior to replacing or installing new deadbolts, locks, hooks, doorknobs and the like
- E. Refrain from all activities the will cause unreasonable loud noises or otherwise unduly disturb neighbors and/or other residents.

The City shall:

A. Maintain the grounds and premises in and around the Property.

PETS. Under this Lease:

Pets Allowed. The Tenant shall be allowed to have ____ pet(s) on the Property consisting of Dogs Cats Fish Other _____ not weighing more than ____ pounds. The City shall administer a fee of \$_____ per pet on the Property. City shall be held harmless in the event any of the Tenant’s pets cause harm, injury, death, or sickness to another individual or animal. Tenant is responsible and liable for any damage or required cleaning to the Property caused by any authorized or unauthorized animal and for all costs City may incur in removing or causing any animal to be removed.

Pets Not Allowed. There shall be no animals permitted on the Property or in any common areas UNLESS said pet is legally allowed under the law in regard to assistance with a disability. Pets shall include, but not be limited to, any mammal, reptile, bird, fish, rodents, or insects on the Property.

SMOKING POLICY. Smoking on the Property is:

Permitted in the following areas: _____.

Prohibited on the Property.

QUIET ENJOYMENT. The City warrants that the Tenant shall have quiet and peaceful enjoyment of the Property and hold the same free from molestation or interference from the City or any other person or entity whose claim to the Property comes from the City, subject to the terms and conditions of this Lease and compliance by the Tenant with the same.

INDEMNIFICATION. The City shall not be liable for any injury to the Tenant(s) or any other persons or property entering the Property occurring within the Property during the Term of the Lease. Neither shall the City be liable for any damage to the structure within which the Property is located or any part thereof. The Tenant hereby agrees to hold the City harmless from and indemnify the City for any and all claims or damage not arising solely from the City’s acts, omission, fault or negligence.

DEFAULT. In the event that the City breaches any of the terms and conditions of this Lease or any applicable laws, rules or codes, the Tenant may avail of any of the remedies available under the law. In the event that the Tenant breaches or fails to comply with any of the terms and conditions of this Lease or any applicable laws, rules or codes the City shall afford the Tenant 30 (thirty) days to remedy or rectify the same. This period shall commence on the day the Tenant receives Notice of such breach or non-compliance with the request to rectify the same. If the Tenant fails to comply or rectify the breach or if the breach cannot reasonably be rectified or remedied, the Tenant shall be in default. Upon the Tenant’s default, the City may terminate the Lease by sending the notice of default and consequent termination of the lease to the Tenant and thereafter recover possession of the Property.

ABANDONMENT. In the event that the Tenant(s) abandons the Property the City may declare the Lease terminated, recover possession of the Property, enter the premises, remove the Tenant’s belongings and lease the same to another without incurring any liability to the Tenant for doing the same. In the event of the abandonment of the Property, the City may recover from the Tenant unpaid rent until the Property is leased to another person or otherwise occupied by the City or another under the City’s right.

ATTORNEYS' FEES. In the event that City should require the services of an attorney, file a suit or resort to other procedures in order to compel the Tenant’s compliance with the Tenant’s obligations, the

terms of this Lease or other applicable laws, rules or codes, the Tenant agrees to reimburse all expenses incurred by the City in doing the same.

GOVERNING LAW. This Lease shall be governed by the laws of the State of Oregon for all purposes and intents. Venue under this Lease or any disputes that come from it shall be in Umatilla County Circuit Court.

CONSENT NOT UNREASONABLY WITHHELD. Except as otherwise specifically herein provided, whenever the consent or approval of City or Tenant is required under the terms of this Lease, or any action is to be taken, such consent or approval shall not be unreasonably withheld or delayed and such action shall be reasonable in the circumstances.

SEVERABILITY. Should any provision of this Lease be found, for whatever reason, invalid or unenforceable, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or dependent on such invalid or unenforceable provisions shall remain valid and binding and shall be enforceable to the full extent allowed by law.

BINDING EFFECT. The terms, obligations, conditions and covenants of this Lease shall be binding on Tenant, the City, their heirs, legal representatives and successors in interest and shall inure to the benefit of the same.

MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Lease shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.

NOTICE. All notices in relation to this Lease shall be delivered to the following addresses:

To the Tenant at the address:

_____;

and

To City at the address:

City of Hermiston - Attn: City Manager
180 NE 2nd Street
Hermiston, OR 97838

PARKING. Tenant(s) shall park vehicles in the lot immediately adjacent to the west of the Property. Tenant shall park aircraft on the airport apron adjacent to the east of the property in compliance with adopted Airport Rules, provided that Tenant shall be allowed to supply temporary electrical power to the aircraft via power source provided from The Property. All aircraft tie-down fees are included as part of the Rent of The Property.

EARLY TERMINATION. The Tenant(s): Shall have the right to terminate this Lease at any time by providing at least 90 days' written notice to the City along with an early termination fee of \$____. During the notice period for termination, the Tenant(s) will remain responsible for the payment of rent.

DISPUTES. If a dispute arises during or after the term of this Lease between the City and Tenant(s), they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

RETALIATION. The City is prohibited from making any type of retaliatory acts against the Tenant(s) including but not limited to restricting access to the Property, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of activity that could be considered unjustified.

EQUAL HOUSING. If the Tenant(s) possesses any impairment, mental or physical, the City agrees to provide reasonable modifications to the Property in order to accommodate such impairments except in the case of modifications that would be too difficult or too expensive for the City to provide. The Tenant(s) are encouraged disclose to the City any impairment(s) that may be aided by reasonable modifications to allow the parties to identify the most beneficial modifications to the Property.

PROPERTY DEEMED UNINHABITABLE. If the Property is deemed uninhabitable due to damage beyond reasonable repair the Tenant(s) will be able to terminate this Lease by written notice to the City. If said damage was due to the negligence of the Tenant(s), the Tenant(s) shall be liable to the City for all repairs and for the loss of income due to restoring the property back to a livable condition in addition to any other losses that can be proved by the City.

LEAD-BASED PAINT DISCLOSURE. If the Property or any part of it was constructed prior to 1978, the City shall provide a disclosure of information on lead-based paint and/or lead-based paint hazards, the receipt of the same in the form entitled "LEAD-BASED PAINT DISCLOSURE" hereby acknowledged by the Tenant.

ENTIRE AGREEMENT. This Lease and, if any, attached documents are the complete agreement between the City and Tenant concerning the Property. There are no oral agreements, understandings, promises, or representations between the City and Tenant affecting this Lease. All prior negotiations and understandings, if any, between the parties hereto with respect to the Property shall be of no force or effect and shall not be used to interpret this Lease. No modification or alteration to the terms or conditions of this Lease shall be binding unless expressly agreed to by the City and the Tenant in a written instrument signed by both parties.

IN WITNESS WHEREOF, the City and Tenant have executed this Lease in multiple originals as of the undersigned date(s).

**TENANT
Life Flight**

Signature: _____

Title: _____

Name (print): _____

Date: _____

**CITY
City of Hermiston**

Signature: _____

Title: _____

Name (print): _____

Date: _____

REQUIRED LEASE DISCLOSURES & ADDENDUMS IN OREGON

The following disclosures or addendums are either required for some or all residential lease agreements in Oregon.

1. **Carbon Monoxide Alarm Disclosure** – for any property with a carbon monoxide source within the dwelling.
2. **Common Utility Disclosure** – for any property where the tenant is responsible for paying utilities that benefit a common area or other dwelling.
3. **Lead Based Paint Disclosure** - for rental units built prior to 1978.

DRAFT

CARBON MONOXIDE ALARM DISCLOSURE

THIS AGREEMENT made and entered into between the City of Hermiston, an Oregon municipal corporation, ("City") and Life Flight, ("Tenant(s)").

Tenant(s) is renting from City the Property located at: 1610 Airport Way, Hermiston, Oregon 97838

CITY'S DISCLOSURE:

This property does does not have a known carbon monoxide source and is is not equipped with a carbon monoxide alarm.

If a carbon monoxide alarm is provided, Tenant agrees to maintain the alarm, including testing every 6 months and replacing batteries as needed. A battery will be supplied at the beginning of tenancy by City.

To test the alarm, press and hold the "TEST" button on the unit until the alarm sounds, or follow the instructions provided along with the alarm unit.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____
City	Date
_____	_____
Tenant	Date

COMMON AREA UTILITY DISCLOSURE

THIS AGREEMENT made and entered into between the City of Hermiston, an Oregon Municipal Corporation ("City") and Life Flight, ("Tenant(s)").

Tenant(s) is renting from City the Property located at: 1610 Airport Way, Hermiston, Oregon 97838

CITY'S DISCLOSURE:

This property:

- Does NOT share utilities with common areas or other units.
- DOES share utilities with common areas and/or other units.

The following utilities are shared or benefit other parties:

- Electricity
- Heat
- Water
- Other: _____

Compensation:

- Is NOT provided for common area electric utility payment.
- IS provided in the form of:
 Water & Sewer are provided

By signing this agreement, Tenant(s) assumes responsibility for the shared utility charges (if applicable) and receives the compensation afforded in this addendum.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____
City	Date
_____	_____
Tenant	Date

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

- a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
 - i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

- ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- b) Records and reports available to the lessor (check (i) or (ii) below):

- i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

- c) _____ Lessee has received copies of all information listed above.
- d) _____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (initial)

- e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____
Lessor	Date
_____	_____
Lessee	Date