



CITY COUNCIL

AGENDA

MONDAY, JUNE 23, 2025

Where Life is Sweet

COUNCIL CHAMBERS - 180 NE 2ND ST.

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

Zoom with Meeting ID: 816 1088 9740 Passcode: 531951 Telephone number to join is: 1 253 215 8782; or submitting comments to meetings@hermiston.gov

For written electronic public 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 REGULAR MEETING TO ORDER – 7:00 PM

2. DECLARATION OF QUORUM

3. FLAG SALUTE

4. 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.

5. CONSENT AGENDA

A. Committee Vacancy Announcement

B. Minutes of the June 9th Work Session & Regular City Council Meeting and Urban Renewal Agency Meeting

6. ITEMS REMOVED FROM CONSENT AGENDA

7. PUBLIC HEARINGS

A. Zoning Map Amendment 4N2811AD Tax Lot 100 The HUB Hermiston, LLC 963 E Diagonal Blvd

RESCHEDULED TO JULY 14 2025 CITY COUNCIL MEETING

- B. Supplemental budget #2 for the City of Hermiston for the fiscal year July 1, 2024 to June 30, 2025 (See Resolution No. 2379)

8. ORDINANCES AND RESOLUTIONS

- A. Resolution No. 2376 – Renewal of IGA for IT Services with Cities of Echo, Stanfield, and Umatilla, Morrow County, and Umatilla County Fire District #1
- B. Resolution No. 2377 – First Amendment of IGA for IT Services with the Horizon Project
- C. Resolution No. 2378 –IGA for IT Services with the Port of Umatilla
- D. Resolution No. 2379- Supplemental Budget #2
- E. Resolution No. 2380- Amending the Rules and Order of Procedure for the City Council

9. OTHER

- A. May 2025 Financial Report

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 Accountability, Public Safety, Public Infrastructure, Transit Planning, EOTEC, Stepping Stones Alliance (not a City Committee)

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

11. 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.



PUBLIC ANNOUNCEMENT

The City is accepting applications for the following Committees:

1. Hispanic Advisory Committee

- Position 5: 3-year term ending June 30, 2028 (Advertised 04/29/2025)

2. Library Board

- Position 3: 4-year term ending June 30, 2029 (Advertised 04/29/2025)

3. Airport Advisory Committee

- Position 2: Remaining 3-year term ending October 31, 2026 (Advertised 11/08/2024)

4. Eastern Oregon Trade & Event Center (EOTEC) Committee

- Positions 6 & 7: 3-year term ending June 30, 2028 (Advertised 04/29/2025)

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.gov. 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 \$20,000 or more in any one calendar year. Preference for appointees shall be given to city residents.



CITY COUNCIL

Work Session Meeting Minutes June 9, 2025

Mayor Primmer called the work session meeting to order at 6:00pm. Present were Councilors Hayward, Roberts, McCarthy, Duron, Myers, Kelso, Linton, and Barron (arrived at 6:20pm). City Staff in attendance included: City Manager Byron Smith, Assistant City Manager Mark Morgan, City Attorney Rich Tovey, Finance Director Ignacio Palacios, Chief Jason Edmiston, City Planner Clint Spencer, Assistant City Recorder Heather La Beau, and City Recorder Lilly Alarcon-Strong.

Presentation- Hermiston Civic Leadership Academy

City Manager Smith stated he is happy to introduce the 2nd Annual Hermiston Civic Leadership Academy Participants and have them share their findings.

Civic Leadership Academy Participants gave information (PowerPoint Presentation attached) about themselves and their backgrounds; the project that was assigned to them which was to engage the community about the future use of the Historic Carnegie Building; the Carnegie Buildings History and why it's important to the City and community; finding various ways to connect with the community that the community prefers, ie: QR Code, Text, Face-to-Face communication, and how to address communication challenges with groups that feel excluded; identifying core issues found from the groups engagement efforts; limitations and constraints found while working on this project, with a consensus of a lack of communication from the City and the lack of access to technology from the community and in a basic small sample survey showing 3 out of 4 members of the community do not have access to technology; recommendations on ways to enhance communication efforts with community focusing on Hermiston's demographics, micro-polling, and using Hermiston's 2040 Approved Goals; presenting the Community's vision for the building, to include:

- Cultural or Arts Center,
- Muti-Use Community Hub
- Local History or Interpretive Center, and/or
- Youth Programming Space

(applause from all present).

The Council asked for clarification on statistics related to the 3 out of 4 members of the community who do not have access to technology. Adriana Nugroho stated these statistics were from the 55 people who completed her survey, most were teachers and the remaining were students who ranged in age from 15 to 17.

Kire Barraza Ross clarified that these statistics were not necessarily who did and did not have access to technology, but more focused on what types of technology they use, ie: Facebook vs TV, as not all technology and forms of technology are the same and addressed other questions from the Council.

The Council praised the participants for all their work on this project with special recognition to Adriana Nugroho who is a High School Student and the youngest participant to date on her professionalism.

Mayor Primmer stated the world is run by people who show up and thanked the participants for showing up.



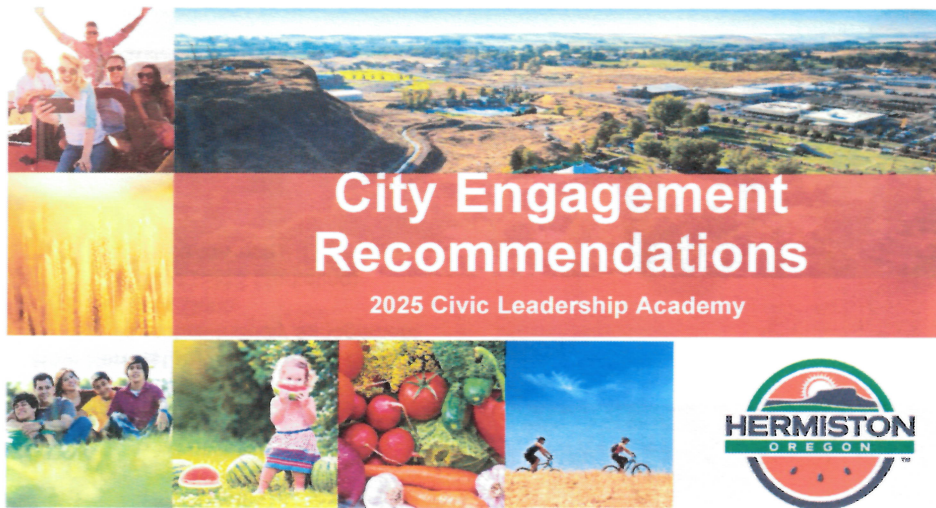
CITY COUNCIL

Work Session Meeting Minutes June 9, 2025

Adjournment

Mayor Primmer adjourned the work session meeting at 7:00pm and stated the regular council meeting would convene after a short break.

DRAFT



Civic Leadership Academy 2025: Who We Are



Civic Leadership Academy 2025: Who We Are



Presentation Roadmap

- 1. About Our Project**
 - History of the Carnegie building & project scope
- 2. Our Findings**
 - Takeaways from Interviews with locals & general research
- 3. Core Issues Identified**
 - Limitations & constraints
- 4. Our Recommendations for Engagement**
 - Understanding demographics, micro-surveys, and alignment to Hermiston Community Vision 2040
- 5. Our Recommendations for Building Use**
 - Preserving the historical legacy and need for multi-cultural space
- 6. Our Final Reflections on Engagement**
 - Synthesis & Insights from Interviews





About Our Project: Why this matters

1. Design a community engagement process for repurposing the Carnegie Building
2. Come up with something where everyone has a seat at the table
3. Create something that instills trust and transparency to constituents
4. And as a result, the better the engagement the better the community buy-in



History of the Carnegie Building

- **About the building:**
 - 215 E Gladys Avenue, Hermiston, OR
 - Zoned: Commercial C-1
 - Built in 1918, funded through philanthropist Andrew Carnegie
 - Served as City of Hermiston's Public Library from 1919 to 1989
- **Importance to the city:**
 - Remembrance as "the old library"
 - Strong historical presence to the downtown district



Our Findings: Engaging Hermistonians (1 of 4)

How Hermistonians Prefer to Engage

- Simple mobile-friendly engagement
 - QR Code
 - Text (SMS Marketing)
 - Face-to-Face



Our Findings: Engaging Hermistonians (2 of 4)

How Hermistonians Prefer to Engage

- Face-to-face builds trust
 - especially with older and bilingual populations



Our Findings: Engaging Hermistonians (3 of 4)

How Hermistonians Prefer to Engage

- Community engagement must feel relevant and personal



Our Findings: Engaging Hermistonians (4 of 4)

How Hermistonians Prefer to Engage

- Youth and underrepresented groups feel excluded from decisions



Core Issues Identified

01	Awareness	<ul style="list-style-type: none"> Many residents are unaware of the building's history and future potential Community desires clear, ongoing updates on the project Strong support for inclusive, youth-friendly use if purpose is well-communicated
02	Ownership & Engagement	<ul style="list-style-type: none"> No current strategic communications or outreach plan Word-of-mouth and personal connection are most effective In-person engagement builds lasting trust
03	Unheard Voices & Inclusive Communications	<ul style="list-style-type: none"> Young, bilingual, and underserved residents feel left out Preferred tools: QR codes, short surveys, texting, face-to-face Materials must be accessible (3rd-grade reading level recommended)
04	Vision Alignment	<ul style="list-style-type: none"> The reuse of Carnegie should reflect the Hermiston 2040 Vision Opportunity to connect downtown revitalization with inclusive design City should integrate community feedback early and often
05	Reuse Potential	<ul style="list-style-type: none"> Community favors multi-use, flexible space (youth, arts, events) Building's historic character is highly valued Concerns about balancing public access with safety and purpose



Limitations & Constraints (1 of 3)

Bridging Gaps in Community Communication

- Digital access is not universal
- Blend digital and low-tech outreach
- Language access remains a barrier
- Current communication isn't always understood
- No strategic communications plan exists
- Inconsistent messaging causes confusion

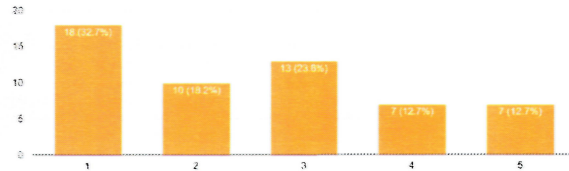


Limitations & Constraints (2 of 3)

Challenges in Community Engagement

- Limited staff capacity for outreach
- Tight outreach budget
- Lack of sustained engagement efforts
- Residents feel unheard
- Need for ongoing communication
- Transparency boosts participation

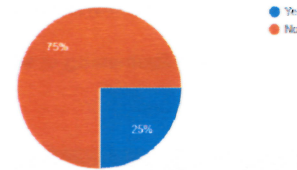
If so, how frequently do you receive news from Social Media? (City Council & Hermiston News In General)
35 responses



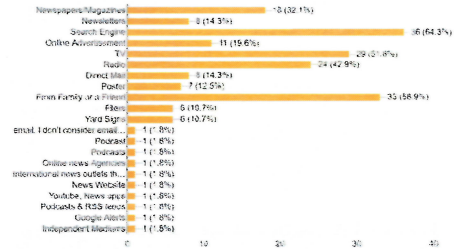
Limitations & Constraints: Digital access is not universal (3 of 3)

If you are an individual that does **not** have access to **technology**, are there any barriers that you face regarding engagement with the Hermiston News/City Council?

4 responses



What other forms of media besides social media do you use to be informed about the news?
26 responses



Forms of Communication & Media Survey - Conducted by Adriana Nugroho



Recommendations to Drive Engagement

Understanding
Hermiston
Demographics

Little Big Polls:
Micro surveys
with real
influence!

Connecting the
Hermiston 2040
Community
Vision & Action
Plan



Recommendations to Drive Engagement: Understanding Community Demographics

MEDIAN AGE
31.8

45% speak a
language **other**
than english at
home.

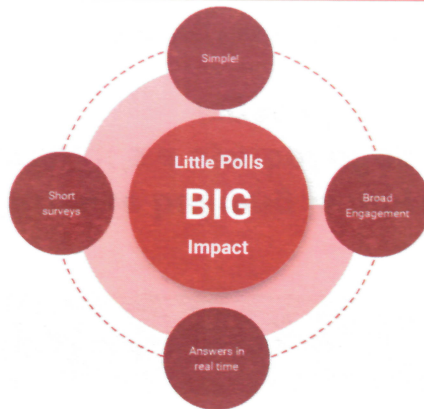
Fastest growing
community in
eastern Oregon

Daniel Wattenburger - PAC/West Lobby Group

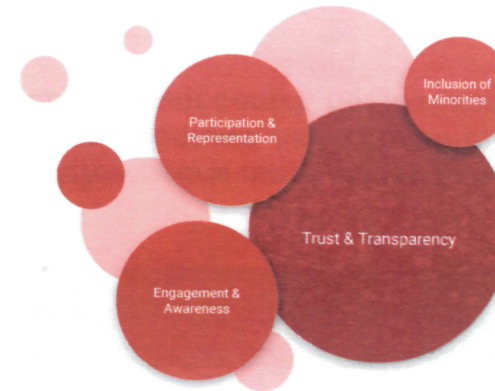
- Facebook post interaction - mostly female
- City of Hermiston Newsletter - 65% open rate
- Current Outreach: Social Media, Email Marketing



Recommendations to Drive Engagement: What is MICRO-Polling? (1 of 3)



Recommendations to Drive Engagement: Micro Polling means MORE (2 of 3)



REAL world examples of Micro-Polling (3 of 3)

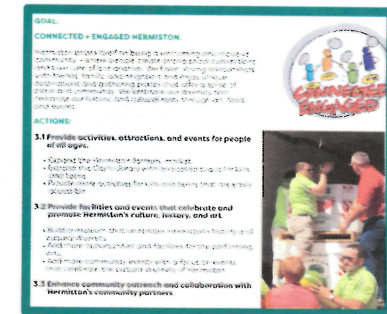
- | | | |
|----|-------------------------|---|
| 01 | Los Angeles, California | <ul style="list-style-type: none"> Focus: Traffic and transit feedback through social media and apps. Outcome: Quick insights to adjust transportation plans. |
| 02 | Boston, Massachusetts | <ul style="list-style-type: none"> Focus: Public health feedback during COVID-19. Outcome: Adjusted health guidelines and resource allocation. |
| 03 | Chicago, Illinois | <ul style="list-style-type: none"> Focus: Urban development, public safety, and street maintenance. Outcome: Prioritized issues based on diverse feedback. |
| 04 | London, United Kingdom | <ul style="list-style-type: none"> Focus: Neighborhood planning and local developments. Outcome: Aligned urban changes with community preferences. |



Our Recommendations for Engagement

HERMISTON 2040 GOALS

1. Growing + Prosperous Hermiston
2. Safe + Healthy Hermiston
3. **Connected + Engaged Hermiston**
4. Sustainable Hermiston



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Our Recommendations: Building Use



Cultural or
Arts Center



Multi-Use
Community
Hub



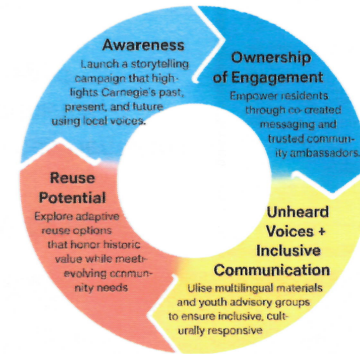
Local History
or Interpretive
Center



Youth programming
space



Our Final Reflections on Engagement: Synthesis



Our Final Reflections on Engagement: Insights from Interviews

"The Carnegie building is more than bricks and mortar, it's a symbol of opportunity and legacy."

-Pastor Dan, Oasis Vineyard Church



Our Final Reflections on Engagement: Insights from Interviews

"Hermiston needs more places to hang out, host events, and connect, like a community lounge, art space, or event center, not just sports-focused stuff."

— Hermiston Young Adult



Our Final Reflections on Engagement: Insights from Interviews

"We need spaces where kids can do crafts, experiments, or just be with other kids, without it being religious or expensive."

— Hermiston Homeschool Parent



Our Final Reflections on Engagement: Insights from Interviews

"I think old people don't get asked enough in these situations, even though they've been around the longest."

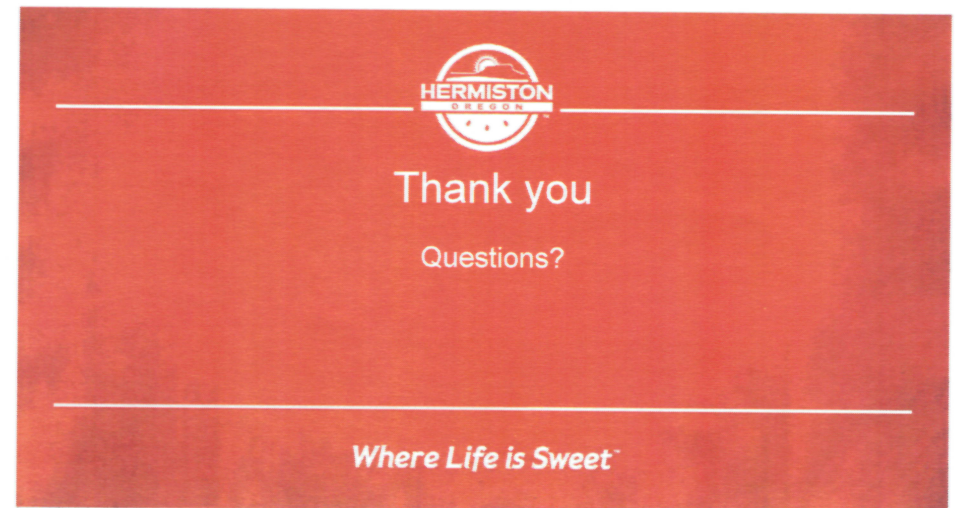
— Hermiston Senior Citizen



Our Final Reflections on Engagement: Insights from Interviews

"I think it's vital to find a purpose for it that maintains the relevance that it was built for, but also keeps that history in the community."

- Jesalyn Cole, Executive Director,
Stepping Stones Alliance





CITY COUNCIL & URBAN RENEWAL AGENCY

Regular Meeting Minutes
June 9, 2025

Mayor Primmer called the regular meeting to order at 7:07pm. Present were Councilors Hayward, Roberts, McCarthy, Duron, Linton, Myers, Kelso, and Barron. City Staff in attendance included: City Manager Byron Smith, Assistant City Manager Mark Morgan, City Attorney Rich Tovey, Finance Director Ignacio Palacios, Chief Jason Edmiston, City Planner Clint Spencer, Assistant City Planner Heather La Beau, Parks and Recreation Director Brandon Artz, Court Administrator Jillian Viles, and City Recorder Lilly Alarcon-Strong. The pledge of allegiance was given.

Recognition of Downtown Banner Contest Winner

City Manager Smith stated in partnership with the Downtown District; this is the second year of the community-wide banner contest where the community was asked to design a banner that represents Hermiston. Talented 16-year-old Nathan Brown designed the winning banner in 2024 that is now displayed throughout the City.

Mayor Primmer read aloud the Certificate of Recognition and both Mayor Primmer and Downtown District President Judy Pederson recognized Nathan Brown for sharing his talent and presented him with a \$100.00 check, baseball cap with his winning design, and a certificate (applause from all present).

Citizen Input on Non-Agenda Items

None given.

Consent Agenda Items

Councilor McCarty moved, and Councilor Roberts seconded to approve Consent Agenda item A-E to include:

- A. Committee Vacancy Announcement
- B. Change of Ownership Application for Off Premises Sales for Dino Mart located at 710 W Hermiston Ave
- C. Initiate annexation proceedings Jaber Investment LLC 4N2802BA Tax Lot 100 - 2455 NE 7th St
- D. Minutes of the May 15th City and HURA Budget Committee Meetings
- E. Minutes of the May 27th City Council Work Session and Regular Meeting

Motion carried unanimously.

Public Hearing – 2025-26 Budget of the City of Hermiston (Resolutions 2371-2374 Below)

After hearing no declarations of conflict of interest from the Council, City Manager Smith read the hearing guidelines and Mayor Primmer opened the hearing at 7:15pm.

City Manager Smith spoke regarding the Budget Committee meeting and their recommendation to the Council to adopt the proposed resolutions for the 2025-26 fiscal year budget and answered questions from the Council.

Hearing no public testimony, Mayor Primmer closed the hearing at 7:17pm.



CITY COUNCIL & URBAN RENEWAL AGENCY

Regular Meeting Minutes
June 9, 2025

Resolutions (2371, 2372, 2373, 2374) Related to the adoption of FY 2025-26 City of Hermiston Budget

City Manager Smith stated these resolutions to adopt the FY 2025-26 budget were discussed during the public hearing and provided in the agenda packet and briefly explained each one.

Resolution No. 2371- Declaring the City of Hermiston's Election to Receive State Revenues

Councilor Linton moved, and Councilor Roberts seconded to adopt Resolution No. 2371 and lay upon the record. Motion carried unanimously.

Resolution No. 2372- Adopting the City of Hermiston's Budget, Make Appropriations, and Impose and Categorize Taxes for FY 2025-26- Councilor Duron moved and Councilor Hayward seconded to adopt Resolution No. 2372 and lay upon the record. Motion carried unanimously.

Resolution No. 2373- Establishing Reserve Funds for the City of Hermiston for FY 2025-2026

Councilor McCarthy moved, and Councilor Hayward seconded to adopt Resolution No. 2373 and lay upon the record. Motion carried unanimously.

Resolution No. 2374- Establishing City Compensation Plan for the City of Hermiston for FY 2025-2026

Councilor Duron moved, and Councilor Roberts seconded to adopt Resolution No. 2374 and lay upon the record. Motion carried unanimously.

Resolution No. 2375- Section 3 HUD Requirements Resolution

City Manager Smith stated this resolution is a requirement from the Community Development Block Grant process for the Agape House Project as supplied in the agenda packet.

Councilor Hayward moved, and Councilor Roberts seconded to adopt Resolution No. 2375 and lay upon the record. Motion carried unanimously.

Adoption of the FY 2025-26 Umatilla County Dispatch Agreement

City Manager Smith stated the proposed Umatilla County Dispatch Agreement has been reviewed and is within the budgeted amount. Communication between Umatilla County and the City of Hermiston continues to improve with plans to meet soon.

Councilor Roberts moved, and Councilor McCarthy seconded to authorize the City Manager to sign the FY 2025-26 IGA for Dispatch Services as presented. Motion carried unanimously.

Committee Reports

Airport Advisory Committee- Councilor Roberts gave updates regarding finances, fuel sales, construction of the current hangar, and a possible contract for another large hangar which would be very beneficial for the Airport.

Faith-Based Advisory Committee- Councilor Hayward stated Stepping Stones Alliance presented information regarding a recently denied grant but are continuing to seek additional funding.



CITY COUNCIL & URBAN RENEWAL AGENCY

Regular Meeting Minutes
June 9, 2025

Mayor's Report

Mayor Primmer stated he attended the Umatilla City Council meeting.

Council Presidents Report

Councilor McCarthy spoke regarding the Good Shepherd Health Care Systems Annual Scramble for Scholarships Golf Tournament and the Pickleball Court Ribbon Cutting.

Council Reports

Councilor Kelso spoke regarding his attendance at the Hermiston High School Graduation and gave praise to all those who graduated and spoke regarding his ride-a-long with Oregon State Police based out of Hermiston. Councilor Kelso also stated that he helped the Boy Scouts put up flags down Main Street on Memorial Day and encouraged the community to volunteer for this task on Flag Day.

Councilor Duron asked if the City would be supplying a cooling station this summer for those in need.

City Manager Smith stated the City has a good relationship with PATH and will investigate if there is a need in the community and move forward accordingly.

Councilor Barron stated he has been receiving comments regarding the restrooms and water fountains at parks being closed and whether there was a way to keep them open.

Mayor Primmer stated that these facilities are being misused, and although the City wants to have the public enjoy parks, the City must consider public safety and be fiscally prudent with this delicate situation.

City Manager Smith stated City Staff will work on a report to present to staff regarding this situation; however, he does believe that some of these comments may be carrying over from winter months when the restrooms are shut down to protect infrastructure during freezing weather.

Youth Advisory Report

None present.

City Manager's Report

City Manager Smith stated he met with School District staff to discuss additional financial resources to help provide Mr. Davis more time to devote to the Youth Advisor Program next year, as well as their continued attendance at LOC events.

Adjourn City Council Meeting and Convene Hermiston Urban Renewal Agency (HURA) Meeting

At 7:41pm Mayor Primmer adjourned the City Council Meeting as there was no other business and convened the Urban Renewal Agency Meeting.

Public Hearing- HURA 2025-26 Fiscal Budget (HURA Resolution 24)

Hearing no conflicts of interest from the members, City Manager Smith read the hearing guidelines and Chair Primmer opened the hearing at 7:42pm. Planning Director Clint Spencer gave information regarding



CITY COUNCIL & URBAN RENEWAL AGENCY

Regular Meeting Minutes
June 9, 2025

the Budget Committee meeting held and their recommendation to the Agency to adopt proposed Resolution No. 24. for the 2025-26 fiscal year budget.

There was no one present who wished to give public testimony and the hearing was closed at 7:44pm.

HURA Resolution No. 24- Adopting the FY 2025-2026 Budget for the Hermiston Urban Renewal Agency

City Manager Smith stated this resolution was discussed during the public hearing and information was provided in the agenda packet.

Member Duron moved and Member Roberts seconded to adopt HURA Resolution No. 24 and lay upon the record. Motion carried unanimously.

Adjourn Urban Renewal Agency Meeting

Chair Primmer adjourned the HURA meeting at 7:45pm as there was no other HURA business.

SIGNED:

Doug Primmer, 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 June 23, 2025

Title/Subject

Adoption of Resolution No. 2376 – Renewal of IGA for IT Services with Cities of Echo, Stanfield, and Umatilla, Morrow County, and Umatilla County Fire District #1

Summary and Background

The City entered into intergovernmental agreements with the Cities of Echo, Stanfield, and Umatilla, Morrow County, and Umatilla County Fire District #1 in 2022 for a three-year term of service and it is time to renew the IGA's for an additional three-year term. Morrow County is only renewing their IGA for one year term at this renewal.

Tie-In to Council Goals

N/A

Fiscal Information

Each entity has their own service hours included with hourly rates.

Alternatives and Recommendation

Alternatives

1. Adopt Resolution No. 2376 and attached IGA without modification.
2. Adopt Resolution No. 2376 and attached IGA with minor modifications.
3. Direct staff to make major changes to Resolution No. 2376 and/or the attached IGA and return at a later date.

Recommended Action/Motion

Adopt Resolution No. 2376 and attached IGA without modification.

Submitted By: Richard Tovey

RESOLUTION NO. 2376**A RESOLUTION AUTHORIZING THE RENEWAL OF INTERGOVERNMENTAL AGREEMENTS WITH THE CITIES OF ECHO, STANFIELD, AND UMATILLA, MORROW COUNTY, AND UCFD #1 FOR THE CITY OF HERMISTON TO PROVIDE INFORMATION TECHNOLOGY SERVICES 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 Cities of Echo, Stanfield, and Umatilla, Morrow County, and Umatilla County Fire District #1 (UCFD #1) entered into Intergovernmental Agreements (the "Agreements") to receive ongoing IT services from the City for a term ending June 30, 2025; and

WHEREAS, the City and the Cities of Echo, Stanfield, and Umatilla, and UCFD #1 have proposed to renew the Agreement, the renewal term to run until June 30, 2028; and

WHEREAS, the City and Morrow County have proposed to renew the Agreement, the renewal term to run until June 30, 2026; and

WHEREAS, City staff believe it is in the best interest of the City to approve and execute the Agreements as attached.

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

1. That the Renewal of Intergovernmental Agreement between the City of Hermiston and the Cities of Echo, Stanfield, and Umatilla, Morrow County, and UCFD #1 to provide ongoing IT services are hereby approved.
2. That the City Manager is authorized to sign the Intergovernmental Agreements.
3. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 23rd day of June 2025.

SIGNED by the Mayor this 23rd day of June 2025.

Doug Primmer, MAYOR

ATTEST:

Heather La Beau, ASSISTANT CITY RECORDER

RENEWAL OF INTERGOVERNMENTAL AGREEMENT FOR ONGOING INFORMATION TECHNOLOGY SERVICES

This Renewal of Intergovernmental Agreement for Ongoing Information Technology Services (“Renewal”) is made and entered into as of the last date signed below, (“Effective Date”) by and between the City of Hermiston (“COH”) and the City of Echo (“ECHO”).

RECITALS

This renewal is made with reference to the following facts and circumstances:

- A. COH and ECHO are parties to that certain Intergovernmental Agreement between the COH and ECHO for Ongoing Information Technology Services commencing on July 1, 2022, and expiring on June 30, 2025 (the “Agreement”).
- B. The Agreement provides that at the expiration of the above term that there is an optional three-year renewal option.
- C. The parties wish to renew the Agreement for a three-year term, with all terms and conditions of the original IGA not amended herein remaining in full force and effect.

TERMS AND CONDITIONS

Now therefore, the parties hereby agree that the above recitals are made a part of this Renewal and otherwise do hereby agree as follows:

1. Term. The paragraph titled “Term of Agreement” is hereby amended and restated in its entirety as follows:

Term of Agreement. This Agreement shall be for a term of three years commencing on July 1, 2025, and expiring on June 30, 2028, with one optional three-year renewal term. Renewal of the Agreement shall be in writing and subject to the mutual agreement of the Parties. At the conclusion of any term, if the parties are not able to reach a mutual agreement on the terms and conditions for a renewal option, in their sole discretion, either party may terminate the Agreement upon ninety (90) days written notice to the other without cause.

2. Consideration. The paragraph titled “Consideration” is hereby amended and restated in its entirety as follows:

Consideration. ECHO agrees to pay COH \$180 per hour for IT service beginning July 1, 2025. ECHO agrees to pay COH \$200 per hour for IT service beginning July 1, 2026 through the end of the Agreement. ECHO will pay for devices and any other materials required to perform the services under this Agreement. In the event that there is a future change in the need for basic services the parties may mutually agree to increase or reduce basic services with a commensurate increase or reduction in basic services compensation.

3. Scope of Work. An updated Statement of Work is attached as Exhibit A.
4. Miscellaneous. As expressly amended and modified by this Renewal, the terms and provisions of the Agreement are hereby ratified and affirmed in their entirety. This Renewal may be amended only by an agreement in writing, signed by COH and ECHO. This Renewal shall be governed by and construed in accordance with the laws of Oregon, and without regard to any principles of conflict of laws. This Renewal may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Any such counterpart may be executed by facsimile or electronic transmission. This Renewal constitutes the entire agreement of with respect to the renewal of the Agreement.

IN WITNESS WHEREOF, the City of Hermiston and the City of Echo, by their respective duly authorized representatives, have executed this Renewal of Intergovernmental Agreement on the date shown below.

CITY OF ECHO

Signature: Chad Ray Title: Mayor
 Name (print): Chad Ray Date: 6-10-25

CITY OF HERMISTON

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

Attachment A: Statement of Work

Managed Help Desk

- Monitor, triage and remediate IT issues submitted by ECHO staff
- Provide SLA agreement
- Ensure Help Desk solution is updated/patched and configured, adhering to best practices
- Train ECHO 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 ECHO, the following provisions apply as appropriate to services contracted with COH. COH is pleased to offer a complete package of IT support services for ECHO. The IT support package is designed to handle all ECHO'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 ECHO'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. ECHO agrees to refrain from interacting with 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 ECHO 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 ECHO'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 ECHO as soon as possible.

Administrative Access: It is imperative that COH IT Team maintain and control administrative access to the ECHO'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 ECHO's appointed staff to procure hardware and software. COH's role will be to research, evaluate and recommend with final approval coming from ECHO'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, ECHO will involve the COH IT Team in such discussions as an advisor.

IT Policy and Procedure: The COH IT Team will work with ECHO'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 ECHO 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 ECHO 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 ECHO staff.

RENEWAL OF INTERGOVERNMENTAL AGREEMENT FOR ONGOING INFORMATION TECHNOLOGY SERVICES

This Renewal of Intergovernmental Agreement for Ongoing Information Technology Services (“Renewal”) is made and entered into as of the last date signed below, (“Effective Date”) by and between the City of Hermiston (“COH”) and the City of Stanfield (“COS”).

RECITALS

This renewal is made with reference to the following facts and circumstances:

- A. COH and COS are parties to that certain Intergovernmental Agreement between the COH and COS for Ongoing Information Technology Services commencing on July 1, 2022, and expiring on June 30, 2025 (the “Agreement”).
- B. The Agreement provides that at the expiration of the above term that there is an optional three-year renewal option.
- C. The parties wish to renew the Agreement for a three-year term, with all terms and conditions of the original IGA not amended herein remaining in full force and effect.

TERMS AND CONDITIONS

Now therefore, the parties hereby agree that the above recitals are made a part of this Renewal and otherwise do hereby agree as follows:

1. Term. The paragraph titled “Term of Agreement” is hereby amended and restated in its entirety as follows:

Term of Agreement. This Agreement shall be for a term of three years commencing on July 1, 2025, and expiring on June 30, 2028. 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.

2. Consideration. The paragraph titled “Consideration” is hereby amended and restated in its entirety as follows:

Consideration. COS agrees to pay COH \$123.60 per hour for approximately eight (8) hours of IT service per month beginning July 1, 2025, for a total of \$11,865.60 per year. COS agrees to pay COH the hourly rate of \$123.60 per hour for any IT services provided by COH in excess of the above listed hours per month. COH will track all excess hours and provide COS with an accounting of such hours on a monthly basis. Excess hours shall accrue throughout each year of the Agreement term and at the end of each year of the Agreement, COH will provide COS an invoice for any accrued excess hours. The fees referred to in this section of this Agreement shall increase by three percent (3%) per year

during each subsequent year in which the Agreement is in effect, such increase to be effective as of each July 1. COS will pay for devices and any other materials required to perform the services under this Agreement. In the event that there is a future change in the need for basic services the parties may mutually agree to increase or reduce basic services with a commensurate increase or reduction in basic services compensation.

3. Scope of Work. An updated Statement of Work is attached as Exhibit A.
4. Miscellaneous. As expressly amended and modified by this Renewal, the terms and provisions of the Agreement are hereby ratified and affirmed in their entirety. This Renewal may be amended only by an agreement in writing, signed by COH and COS. This Renewal shall be governed by and construed in accordance with the laws of Oregon, and without regard to any principles of conflict of laws. This Renewal may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Any such counterpart may be executed by facsimile or electronic transmission. This Renewal constitutes the entire agreement of with respect to the renewal of the Agreement.

IN WITNESS WHEREOF, the City of Hermiston and the City of Stanfield, by their respective duly authorized representatives, have executed this Renewal of Intergovernmental Agreement on the date shown below.

CITY OF STANFIELD

Signature: Darla Linker Title: City Manager
 Name (print): Darla Linker Date: 6/11/25

CITY OF HERMISTON

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

Attachment A: Statement of Work

Managed Help Desk

- Monitor, triage and remediate IT issues submitted by COS staff
- Provide SLA agreement
- Ensure Help Desk solution is updated/patched and configured, adhering to best practices
- Train COS 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 COS, the following provisions apply as appropriate to services contracted with COH. COH is pleased to offer a complete package of IT support services for COS. The IT support package is designed to handle all COS'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 COS'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. COS agrees to refrain from interacting with 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 COS 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 COS'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 COS as soon as possible.

Administrative Access: It is imperative that COH IT Team maintain and control administrative access to the COS'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 COS's appointed staff to procure hardware and software. COH's role will be to research, evaluate and recommend with final approval coming from COS'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, COS will involve the COH IT Team in such discussions as an advisor.

IT Policy and Procedure: The COH IT Team will work with COS'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 COS 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 COS 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 COS staff.

RENEWAL OF INTERGOVERNMENTAL AGREEMENT FOR ONGOING INFORMATION TECHNOLOGY SERVICES

This Renewal of Intergovernmental Agreement for Ongoing Information Technology Services (“Renewal”) is made and entered into as of the last date signed below, (“Effective Date”) by and between the City of Hermiston (“COH”) and the City of Umatilla (“COU”).

RECITALS

This renewal is made with reference to the following facts and circumstances:

- A. COH and COU are parties to that certain Intergovernmental Agreement between the COH and COU for Ongoing Information Technology Services commencing on July 1, 2022, and expiring on June 30, 2025 (the “Agreement”).
- B. The Agreement provides that at the expiration of the above term that there is an optional three-year renewal option.
- C. The parties wish to renew the Agreement for a three-year term, with all terms and conditions of the original IGA not amended herein remaining in full force and effect.

TERMS AND CONDITIONS

Now therefore, the parties hereby agree that the above recitals are made a part of this Renewal and otherwise do hereby agree as follows:

1. Term. The paragraph titled “Term of Agreement” is hereby amended and restated in its entirety as follows:

Term of Agreement. This Agreement shall be for a term of three years commencing on July 1, 2025, and expiring on June 30, 2028. 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.

2. Consideration. The paragraph titled “Consideration” is hereby amended and restated in its entirety as follows:

Consideration. COU agrees to pay COH \$123.60 per hour for approximately forty (40) hours of IT service per week beginning July 1, 2025, for a total of \$257,088 per year. The fees referred to in this section of this Agreement shall increase by three percent (3%) per year during each subsequent year in which the Agreement is in effect, such increase to be effective as of each July 1. COU will pay for devices and any other materials required to perform the services under this Agreement. In the event that there is a future change in the need for basic services the parties may mutually agree to increase or reduce basic services with a commensurate increase or reduction in basic services

compensation.

3. Scope of Work. An updated Statement of Work is attached as Exhibit A.
4. Miscellaneous. As expressly amended and modified by this Renewal, the terms and provisions of the Agreement are hereby ratified and affirmed in their entirety. This Renewal may be amended only by an agreement in writing, signed by COH and COU. This Renewal shall be governed by and construed in accordance with the laws of Oregon, and without regard to any principles of conflict of laws. This Renewal may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Any such counterpart may be executed by facsimile or electronic transmission. This Renewal constitutes the entire agreement of with respect to the renewal of the Agreement.

IN WITNESS WHEREOF, the City of Hermiston and the City of Umatilla, by their respective duly authorized representatives, have executed this Renewal of Intergovernmental Agreement on the date shown below.

CITY OF UMATILLA

Signature:  Title: City Manager
 Name (print): David Stockdale Date: 6/17/25

CITY OF HERMISTON

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

Attachment A: Statement of Work

Managed Help Desk

- Monitor, triage and remediate IT issues submitted by COU staff
- Provide SLA agreement
- Ensure Help Desk solution is updated/patched and configured, adhering to best practices
- Train COU 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 COU, the following provisions apply as appropriate to services contracted with COH. COH is pleased to offer a complete package of IT support services for COU. The IT support package is designed to handle all COU'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 COU'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. COU agrees to refrain from interacting with 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 COU 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 COU'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 COU as soon as possible.

Administrative Access: It is imperative that COH IT Team maintain and control administrative access to the COU'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 COU's appointed staff to procure hardware and software. COH's role will be to research, evaluate and recommend with final approval coming from COU'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, COU will involve the COH IT Team in such discussions as an advisor.

IT Policy and Procedure: The COH IT Team will work with COU'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 COU 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 COU 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 COU staff.

RENEWAL OF INTERGOVERNMENTAL AGREEMENT FOR ONGOING INFORMATION TECHNOLOGY SERVICES

This Renewal of Intergovernmental Agreement for Ongoing Information Technology Services ("Renewal") is made and entered into as of the last date signed below, ("Effective Date") by and between the City of Hermiston ("COH") and Morrow County ("COUNTY").

RECITALS

This renewal is made with reference to the following facts and circumstances:

- A. COH and COUNTY are parties to that certain Intergovernmental Agreement between the COH and COUNTY for Ongoing Information Technology Services commencing on July 1, 2022, and expiring on June 30, 2025 (the "Agreement").
- B. The Agreement provides that at the expiration of the above term that there is an optional three-year renewal option.
- C. The parties wish to renew the Agreement for a one-year term, with all terms and conditions of the original IGA not amended herein remaining in full force and effect.

TERMS AND CONDITIONS

Now therefore, the parties hereby agree that the above recitals are made a part of this Renewal and otherwise do hereby agree as follows:

1. Term. The paragraph titled "Term of Agreement" is hereby amended and restated in its entirety as follows:

Term of Agreement. This Agreement shall be for a term of one year commencing on July 1, 2025, and expiring on June 30, 2026. Renewal of the Agreement shall be in writing and subject to the mutual agreement of the Parties. At the conclusion of any term, if the parties are not able to reach a mutual agreement on the terms and conditions for a renewal option, in their sole discretion, either party may terminate the Agreement upon ninety (90) days written notice to the other without cause.

2. Consideration. The paragraph titled "Consideration" is hereby amended and restated in its entirety as follows:

Consideration. COUNTY agrees to pay COH \$27,851.20 per month for approximately fifty-two (52) hours of IT service per week, at \$123.60 per hour for 52 weeks. COUNTY will pay for devices and any other materials required to perform the services under this Agreement. In the event that there is a future change in the need for basic services the parties may mutually agree to increase or reduce basic services with a commensurate increase or reduction in basic services compensation.

3. Scope of Work. An updated Statement of Work is attached as Exhibit A.
4. Miscellaneous. As expressly amended and modified by this Renewal, the terms and provisions of the Agreement are hereby ratified and affirmed in their entirety. This Renewal may be amended only by an agreement in writing, signed by COH and COUNTY. This Renewal shall be governed by and construed in accordance with the laws of Oregon, and without regard to any principles of conflict of laws. This Renewal may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Any such counterpart may be executed by facsimile or electronic transmission. This Renewal constitutes the entire agreement of with respect to the renewal of the Agreement.

IN WITNESS WHEREOF, the City of Hermiston and Morrow County, by their respective duly authorized representatives, have executed this Renewal of Intergovernmental Agreement on the date shown below.

MORROW COUNTY

Signature: Matthew Jensen Title: County Administrator
Matthew Jensen (Jun 12, 2025 15:28 PDT)

Name (print): Matthew Jensen Date: 06/12/2025

CITY OF HERMISTON

Signature: _____ Title: _____

Name (print): _____ Date: _____

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

- Monitor, triage and remediate IT issues submitted by COUNTY staff
- Provide SLA agreement
- Ensure Help Desk solution is updated/patched and configured, adhering to best practices
- Train COUNTY 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 compliance 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 COUNTY, the following provisions apply as appropriate to services contracted with COH. COH is pleased to offer a complete package of IT support services for COUNTY. The IT support package is designed to handle all COUNTY'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 COUNTY'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. COUNTY agrees to refrain from interacting with 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 COUNTY 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 COUNTY'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 COUNTY as soon as possible.

Administrative Access: It is imperative that COH IT Team maintain and control administrative access to the COUNTY'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 COUNTY's appointed staff to procure hardware and software. COH's role will be to research, evaluate and recommend with final approval coming from COUNTY'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, COUNTY will involve the COH IT Team in such discussions as an advisor.

IT Policy and Procedure: The COH IT Team will work with COUNTY'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 COUNTYrt 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 COUNTY 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 COUNTY 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 COUNTY staff.

RENEWAL OF INTERGOVERNMENTAL AGREEMENT FOR ONGOING INFORMATION TECHNOLOGY SERVICES

This Renewal of Intergovernmental Agreement for Ongoing Information Technology Services (“Renewal”) is made and entered into as of the last date signed below, (“Effective Date”) by and between the City of Hermiston (“COH”) and the Umatilla County Fire District #1 (“FIRE DISTRICT”).

RECITALS

This renewal is made with reference to the following facts and circumstances:

- A. COH and FIRE DISTRICT are parties to that certain Intergovernmental Agreement between the COH and FIRE DISTRICT for Ongoing Information Technology Services commencing on July 1, 2022, and expiring on June 30, 2025 (the “Agreement”).
- B. The Agreement provides that at the expiration of the above term that there is an optional three-year renewal option.
- C. The parties wish to renew the Agreement for a three-year term, with all terms and conditions of the original IGA not amended herein remaining in full force and effect.

TERMS AND CONDITIONS

Now therefore, the parties hereby agree that the above recitals are made a part of this Renewal and otherwise do hereby agree as follows:

1. Term. The paragraph titled “Term of Agreement” is hereby amended and restated in its entirety as follows:

Term of Agreement. This Agreement shall be for a term of three years commencing on July 1, 2025, and expiring on June 30, 2028. 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.

2. Consideration. The paragraph titled “Consideration” is hereby amended and restated in its entirety as follows:

Consideration. FIRE DISTRICT agrees to pay COH \$123.60 per hour for approximately eight (8) hours of IT service per week beginning July 1, 2025, for a total of \$51,418 per year. The fees referred to in this section of this Agreement shall increase by three percent (3%) per year during each subsequent year in which the Agreement is in effect, such increase to be effective as of each July 1. FIRE DISTRICT will pay for devices and any other materials required to perform the services under this Agreement. In the event that there is a future

change in the need for basic services the parties may mutually agree to increase or reduce basic services with a commensurate increase or reduction in basic services compensation.

3. Scope of Work. An updated Statement of Work is attached as Exhibit A.
4. Miscellaneous. As expressly amended and modified by this Renewal, the terms and provisions of the Agreement are hereby ratified and affirmed in their entirety. This Renewal may be amended only by an agreement in writing, signed by COH and FIRE DISTRICT. This Renewal shall be governed by and construed in accordance with the laws of Oregon, and without regard to any principles of conflict of laws. This Renewal may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Any such counterpart may be executed by facsimile or electronic transmission. This Renewal constitutes the entire agreement of with respect to the renewal of the Agreement.

IN WITNESS WHEREOF, the City of Hermiston and the Umatilla County Fire District #1, by their respective duly authorized representatives, have executed this Renewal of Intergovernmental Agreement on the date shown below.

UMATILLA COUNTY FIRE DISTRICT #1

Signature: Scott J Stanton Title: Fire Chief

Name (print): Scott J Stanton Date: 6-11-25

CITY OF HERMISTON

Signature: _____ Title: _____

Name (print): _____ Date: _____

Attachment A: Statement of Work

Managed Help Desk

- Monitor, triage and remediate IT issues submitted by FIRE DISTRICT staff
- Provide SLA agreement
- Ensure Help Desk solution is updated/patched and configured, adhering to best practices
- Train FIRE DISTRICT 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 FIRE DISTRICT, the following provisions apply as appropriate to services contracted with COH. COH is pleased to offer a complete package of IT support services for FIRE DISTRICT. The IT support package is designed to handle all FIRE DISTRICT'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 FIRE DISTRICT'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. FIRE DISTRICT agrees to refrain from interacting with 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 FIRE DISTRICT 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 FIRE DISTRICT'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 FIRE DISTRICT as soon as possible.

Administrative Access: It is imperative that COH IT Team maintain and control administrative access to the FIRE DISTRICT'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 FIRE DISTRICT's appointed staff to procure hardware and software. COH's role will be to research, evaluate and recommend with final approval coming from FIRE DISTRICT'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, FIRE DISTRICT will involve the COH IT Team in such discussions as an advisor.

IT Policy and Procedure: The COH IT Team will work with FIRE DISTRICT'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 FIRE DISTRICT 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 FIRE DISTRICT 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 FIRE DISTRICT staff.



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of June 23, 2025

Title/Subject

Adoption of Resolution No. 2377 – First Amendment of IGA for IT Services with the Horizon Project

Summary and Background

The City entered into agreements with the Horizon Project for a three-year term of service and this amendment is proposed to increase the hours per week of service provided.

Tie-In to Council Goals

N/A

Fiscal Information

\$119,162 per year.

Alternatives and Recommendation

Alternatives

1. Adopt Resolution No. 2377 and attached IGA without modification.
2. Adopt Resolution No. 2377 and attached IGA with minor modifications.
3. Direct staff to make major changes to Resolution No. 2377 and/or the attached IGA and return at a later date.

Recommended Action/Motion

Adopt Resolution No. 2377 and attached IGA without modification.

Submitted By: Richard Tovey

RESOLUTION NO. 2377**A RESOLUTION AUTHORIZING THE FIRST AMENDMENT TO INFORMATION TECHNOLOGY SERVICES AGREEMENT WITH THE HORIZON PROJECT 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, in June of 2023 the City and the Horizon Project entered into an Agreement (the "Agreement") to provide ongoing IT services for a term ending June 30, 2026; and

WHEREAS, the City and the Horizon Project propose to amend the Agreement; and

WHEREAS, City staff believe it is in the best interest of the City to approve and execute the Agreements as attached.

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

1. That the First Amendment to Information Technology Services Agreement between the City of Hermiston and the Horizon Project is hereby approved.
2. That the City Manager is authorized to sign the Amended Agreement.
3. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 23rd day of June 2025.

SIGNED by the Mayor this 23rd day of June 2025.

Doug Primmer, MAYOR

ATTEST:

Heather La Beau, ASSISTANT CITY RECORDER

FIRST AMENDMENT TO INFORMATION TECHNOLOGY SERVICES AGREEMENT

This First Amendment to Information Technology Services Agreement (“Amendment”) is made and entered into as of the last date signed below, (“Effective Date”) by and between the City of Hermiston (“COH”) and the Horizon Project, Inc. (“HORIZON”).

RECITALS

This Amendment is made with reference to the following facts and circumstances:

- A. COH and HORIZON are parties to that certain Agreement between the City of Hermiston and the Horizon Project, Inc. for Information Technology Services commencing on May 1, 2023, and expiring on June 30, 2026 (the “Agreement”).
- B. The section titled “Consideration” describes the amount that HORIZON will be charged monthly for IT service performed by COH.
- C. The parties wish to amend, pursuant to Section 17 of the Agreement, the Sections titled “Term of Agreement” and “Consideration” of the Agreement and to amend the Scope of the Agreement.

TERMS AND CONDITIONS

Now therefore, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the above recitals are made a part of this Amendment and otherwise do hereby agree as follows:

1. Term. The paragraph titled “Term of Agreement” is hereby amended and restated in its entirety as follows:

Term of Agreement. This Agreement expires on June 30, 2026. 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.

2. Consideration. The Section titled “Consideration” of the Agreement is hereby amended and restated as follows:

Consideration.

- A. Basic Services. HORIZON agrees to pay COH \$127.31 per hour for approximately 18 hours of IT service per week beginning July 1, 2025, for a total of \$119,162 per year. The fees referred to in this section of this Agreement shall increase by 3% per year during each subsequent year in which this Agreement is in effect, such increase to be effective as of July 1. HORIZON will pay for devices and any other materials required to perform the services under this Agreement. In the event that there is a future change in the need for basic services by HORIZON, then the parties may mutually agree to

increase or reduce basic services with a commensurate increase or reduction in basic services compensation.

3. Scope of Work. An updated Statement of Work is attached as Exhibit A.
4. Miscellaneous. As expressly amended and modified by this Amendment, the terms and provisions of the Agreement are hereby ratified and affirmed in their entirety. This Amendment may be amended only by an agreement in writing, signed by the City of Hermiston and the Horizon Project, Inc. This Amendment shall be governed by and construed in accordance with the laws of Oregon, and without regard to any principles of conflict of laws. This Amendment may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Any such counterpart may be executed by facsimile or electronic transmission. This Amendment constitutes the entire agreement with respect to the amendment of the Agreement, and all prior or contemporaneous agreements or communications between the parties on this matter are superseded in entirety by this Amendment.

IN WITNESS WHEREOF, the City of Hermiston and the Horizon Project, Inc., by their respective duly authorized representatives, have executed this Amendment on the date shown below.

HORIZON PROJECT, INC.

Signature: 

Title: CEO

Name (print): Terri Silvers

Date: 5.22.2025

CITY OF HERMISTON

Signature: _____

Title: _____

Name (print): _____

Date: _____

Attachment A: Statement of Work

Locations

- IT Services will be provided by COH to HORIZON staff at all sites owned or operated by HORIZON

Managed Help Desk

- Monitor, triage and remediate IT issues submitted by HORIZON staff
- Provide SLA agreement
- Ensure Help Desk solution is updated/patched and configured, adhering to best practices
- Train HORIZON 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 HORIZON, the following provisions apply as appropriate to services contracted with COH. COH is pleased to offer a complete package of IT support services for HORIZON. The IT support package is designed to handle all HORIZON'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 HORIZON'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. HORIZON agrees to refrain from interacting with 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 HORIZON 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 HORIZON'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 HORIZON as soon as possible.

Administrative Access: It is imperative that COH IT Team maintain and control administrative access to the HORIZON'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 HORIZON's appointed staff to procure hardware and software. COH's role will be to research, evaluate and recommend with final approval coming from HORIZON'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, HORIZON will involve the COH IT Team in such discussions as an advisor.

IT Policy and Procedure: The COH IT Team will work with HORIZON'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 HORIZONrt 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 HORIZON 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 HORIZON 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 HORIZON staff.



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of June 23, 2025

Title/Subject

Adoption of Resolution No. 2378 –IGA for IT Services with the Port of Umatilla

Summary and Background

The City and the Port of Umatilla propose to enter into an Intergovernmental Agreement for the City to provide IT services to be billed by the hour.

Tie-In to Council Goals

N/A

Fiscal Information

\$250 per hour

Alternatives and Recommendation

Alternatives

1. Adopt Resolution No. 2378 and attached IGA without modification.
2. Adopt Resolution No. 2378 and attached IGA with minor modifications.
3. Direct staff to make major changes to Resolution No. 2378 and/or the attached IGA and return at a later date.

Recommended Action/Motion

Adopt Resolution No. 2378 and attached IGA without modification.

Submitted By: Richard Tovey

RESOLUTION NO. 2378**A RESOLUTION AUTHORIZING THE CITY OF HERMISTON TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE PORT OF UMATILLA FOR THE CITY OF HERMISTON TO PROVIDE INFORMATION TECHNOLOGY SERVICES TO THE PORT OF UMATILLA 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 Port of Umatilla (Port) have reached an agreement to provide ongoing IT services to the Port; and

WHEREAS, the Port 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 Port of Umatilla 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 23rd day of June 2025.

SIGNED by the Mayor this 23rd day of June 2025.

Doug Primmer, MAYOR

ATTEST:

Heather La Beau, ASSISTANT CITY RECORDER

INTERGOVERNMENTAL AGREEMENT
Between
The City of Hermiston
And
Port of Umatilla
For Ongoing Information Technology Services

This Intergovernmental Agreement (Agreement) is made by and between the City of Hermiston, hereinafter ("COH") and the Port of Umatilla hereinafter ("PORT") (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 commencing on July 1, 2025, and expiring on June 30, 2028, with one optional three-year renewal term. Renewal of the Agreement shall be in writing and subject to the mutual agreement of the Parties. At the conclusion of any term, if the parties are not able to reach a mutual agreement on the terms and conditions for a renewal option, in their sole discretion, either party may terminate the Agreement upon ninety (90) days written notice to the other without cause.

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. PORT agrees to pay COH \$250 per hour for IT services. PORT will pay for devices and any other materials required to perform the services under this Agreement, and if COH purchases those materials for PORT, PORT agrees to reimburse COH for those costs. COH agrees to notify PORT prior to purchasing anything over \$500 and to provide adequate documentation and invoice PORT for the cost.

Payment for Work. No payments shall be made until this Agreement is fully executed by both Parties. Invoices shall be issued after services are rendered after the agreement is fully executed. COH will submit invoices monthly for services rendered and PORT 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. PORT 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. PORT 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. PORT 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 any third party. This Section 5 on Confidentiality shall survive termination of 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. In accordance with the Oregon Tort Claims Act and the Oregon Constitution, PORT 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 PORT's negligent acts, omissions, activities or services provided pursuant to this Agreement. COH shall hold harmless, and indemnify PORT 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 PORT'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, PORT 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

Port of Umatilla, Attn: General Manager
500 Willamette Street; Umatilla, Oregon 97882
Email: kim@portofumatilla.org PH: (541) 922-3224

Either party may change their address for notices by at least fifteen (15) days advance notice to the other party.

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 PORT 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 PORT.

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

hire are the exclusive property of PORT.

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.

19. Counterparts. Each party may deliver executed signature pages to this Agreement by electronic means to the other (e.g. PDF and DocuSign), and the electronic copy will be deemed to be effective as an original. This Agreement may be executed simultaneously or in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same contract.

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.

PORT OF UMATILLA

Signature: _____ Title: _____

Name (print): _____ Date: _____

CITY OF HERMISTON

Signature: _____ Title: _____

Name (print): _____ Date: _____

Attachment A: Statement of Work

Managed Help Desk

- Monitor, triage and remediate IT issues submitted by PORT staff
- Provide SLA agreement
- Ensure Help Desk solution is updated/patched and configured, adhering to best practices
- Train PORT 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 PORT, the following provisions apply as appropriate to services contracted with COH. COH is pleased to offer a complete package of IT support services for PORT. The IT support package is designed to handle all PORT'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 PORT'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. PORT 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 PORT 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 PORT'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 PORT as soon as possible.

Administrative Access: It is imperative that COH IT Team maintain and control administrative access to the PORT'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 PORT's appointed staff to procure hardware and software. COH's role will be to research, evaluate and recommend with final approval coming from PORT'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, PORT will involve the COH IT Team in such discussions as an advisor.

IT Policy and Procedure: The COH IT Team will work with PORT'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.

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 PORT 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 PORT 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 PORT staff.



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of June 23, 2025

Title/Subject

Resolution No. 2379 – A Resolution Authorizing a supplemental budget for the Regional Water System (RWS) Fund, Enterprise Zone Fund, and Eastern Oregon Trade and Event Center Fund (EOTEC).

Summary and Background

The RWS provides potable and non-potable water to regional customers. Due to increases in water production, utility rates, and master plan expenditures. The RWS fund is requesting an increase of \$108,000 (\$73,000 and \$35,000, respectively) to Materials and Services.

Additionally, the EOTEC Fund requests a \$80,000 increase in Materials & Services to offset the Barn Project and increased event services expenditures. The \$80,000 will be transferred from the Enterprise Zone Fund.

Tie-In to Council Goals

N/A

Fiscal Information

Transfer of appropriation from the RWS Contingency line to the Materials & Services line totaling \$108,000. Transfer \$80,000 from the Enterprise Zone Fund's Contingency to the EOTEC Fund Materials & Services line.

Alternatives and Recommendation

Alternatives

1. Adopt Resolution No. 2379 without modification.
2. Adopt Resolution No. 2379 with specific modifications.
3. Not adopt Resolution No. 2379 and allow the RWS and EOTEC Funds to exceed adopted budget in the Materials & Services categories.

Recommended Action/Motion

Adopt Resolution No. 2379 without modification.

Submitted By: Ignacio Palacios

RESOLUTION NO. 2379

WHEREAS, ORS 294.463 provides for the transfer of appropriations within a fund or from one fund to another by resolution of the City Council; and

WHEREAS, that expenditures in Materials & Services exceed appropriations in the Regional Water System (RWS) Fund, and the Eastern Oregon Trade and Event Center Fund, and a transfer from the Enterprise Zone Fund is required, now, therefore,

BE IT RESOLVED that due to the conditions noted above a supplemental budget is required as described in Exhibit A.

This resolution shall become effective immediately upon its passage as of the date and year set out below.

PASSED by the Common Council this 23th day of June 2025.

SIGNED by the Mayor this 23th day of June 2025.

Douglas Primmer, MAYOR

ATTEST:

Heather KP La Beau, ASSISTANT CITY RECORDER

City of Hermiston
Exhibit A
Fiscal Year 2024-25

Fund	Catergory	Adopted Budget	Change	Adjusted Budget
15 - Regional Water System	Materials & Services	\$ 683,500	\$ 108,000	\$ 791,500
15 - Regional Water System	Contingency	699,962	(108,000)	591,962
23 - Enterprise Zone	Transfers Out	2,288,914	80,000	2,368,914
23 - Enterprise Zone	Contingency	633,444	(80,000)	553,444
25 - EOTEC	Transfers In	240,000	80,000	320,000
25 -EOTEC	Materials & Services	299,579	80,000	379,579



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of June 23, 2025

Title/Subject

Resolution No. 2380- Amending the Rules and Order of Procedure for the City Council

Summary and Background

In the 2025 council goal setting report a review of city committees was a priority. The council then took two work sessions to review the various city committees within the city. Most of the committee leadership participated in the review.

At the conclusion of that review process, the council gave staff direction to formally create the existing council-only committees in the Council Rules of Order and Procedure.

Tie-In to Council Goals

4.4 Re-examine Council Committees, Boards + Advisory group structure

Fiscal Information

N/A

Recommendation

- Adopt changes to the Rules of Order and Procedure for the City of Hermiston City Council as follows:
 - Create a Public Finance Council Subcommittee
 - Formally create the following existing Committees as Council Subcommittees
 - Public Infrastructure
 - Public Safety
 - Community Accountability Board
 - Public Transit
 - Sanitary Disposal
 - Add the opportunity to include committee chairs into the process of the vacancy review board

Submitted By:

Byron D. Smith, City Manager

RESOLUTION NO. 2380**A RESOLUTION AMENDING THE RULES AND ORDER OF PROCEDURE FOR THE CITY COUNCIL**

WHEREAS, the City Council has adopted Rules and Order of Procedure for the City Council of the City of Hermiston; and

WHEREAS, the Rules and Order of Procedure for the City Council were last amended by Resolution No. 2336 on August 26, 2024; and

WHEREAS, the City Council has met over various council work sessions to amend the Rules and Order of Procedure for the City Council; and

WHEREAS, the amended Rules and Orders of Procedure for the City Council of the City of Hermiston Oregon is attached hereto.

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

1. That the attached amended Rules and Orders of Procedure for the City Council of the City of Hermiston Oregon, is approved and adopted.
2. That this resolution shall supersede Resolution No. 2336.
3. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 23rd day of June 2025.

SIGNED by the Mayor this 23rd day of June 2025.

Doug Primmer, MAYOR

ATTEST:

Heather La Beau, ASSISTANT CITY RECORDER



Where Life is Sweet

Rules of Order and Procedure for the City of Hermiston City Council

Adopted June 24, 1991
Revised April 13, 1992
Revised April 27, 1992
Revised February 28, 1994
Revised February 24, 2003
Revised December 23, 2013
Revised March 9, 2015
Revised December 12, 2016
Revised May 29, 2018
Revised August 26, 2024
Revised June 23, 2025

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RULES

1. AUTHORITY

The City of Hermiston City Charter, Section 11, provides that the Council shall adopt Council Rules by resolution to govern its meetings and proceedings. The following Council Rules shall be in effect upon their adoption by the Council until they are amended, or new Council Rules are adopted. These Council Rules shall be presented to all Councilmembers prior to participating in their first meeting after taking office, each appointed or elected Councilor shall sign that they have reviewed and received a copy of these Council Rules. The City Recorder shall retain the signature copy. These rules apply to the City Council but also to the Council's role as the governing body of the Hermiston Urban Renewal Agency.

2. RULES OF ORDER

Rosenberg's Rules of Order will be used as the guideline for conduct of Council meetings, except for the following specific exceptions:

- A second to all motions is required for an item to have further discussion or action.
- Each agenda item should be discussed prior to any motion being made.

The City Attorney or City Manager, in the absence of the City Attorney, shall act as parliamentarian for the Council.

3. PUBLIC MEETINGS LAW

All council, committee, commission or board meetings will be held in accordance with the Oregon Public Meetings Law (pursuant to ORS 192). No final action by the Council shall have legal effect, unless the motion and vote by which it is disposed of take place at a proceeding that is open to the public.

4. SUSPENSION OF RULES

Any provision of these rules not governed by the charter or law may be temporarily suspended at any meeting of the council, by a majority vote of the council. The vote on any such suspension shall be taken by YES and NO and entered upon the record. If the motion carries, the rules shall be suspended for that item only.

5. AMENDMENT OF RULES

Amendments, deletions, or additions to these Council Rules shall be by Resolution approved by the City Council.

MEETINGS

6. REGULAR COUNCIL MEETINGS

Pursuant to City Charter, Section 12 the City Council must meet at least once a month at a time and place designated by its rules. The City Council will meet in the council chambers at City Hall, 180 NE 2nd Avenue, or at another place in the City which the Council designates.

The City Council will meet in regular session on the second and fourth Mondays of each month, with the exception of designated holidays and/or council cancellations of meetings.

The City Council meeting will generally be held from 7:00-10:00p.m. The express approval of a majority of a quorum of the Council is necessary to extend the regular session past 10:00p.m. Meetings shall be adjourned at 10:00 p.m., if the Council is still in session at 9:30 p.m., the Council will decide whether to continue with the agenda, allowing for one-hour increment extensions upon a majority vote of the council, or move items to a future agenda.

7. QUORUM

Pursuant to City Charter, Section 13, Five members of the Council shall constitute a quorum to conduct business. In the event a quorum cannot be obtained, the meeting may be adjourned as provided for in Rule 14, those in attendance will be recorded, and the Presiding Officer or City Recorder will adjourn the meeting.

8. WORK SESSIONS

The City Council may hold a work session on the second Monday or fourth Monday of each month immediately preceding the Regular scheduled City Council meeting. Unless otherwise specified, all work sessions will be held in the council chambers at city hall and begin at 6:00p.m. Work sessions are to be scheduled by the City Manager. Such sessions allow the Council an opportunity to review forthcoming projects of the City, determine goals for the ensuing year, receive progress reports on current programs or projects, or to hold open discussions on any City-related subject, provided that all discussions thereon shall be informal with no vote or formal action taken. The City Manager will invite any relevant staff to attend work sessions.

In case of a joint work session, the Presiding Officer shall call the session to order and turn the session over to the appropriate facilitator. If the group has no facilitator, the Presiding Officer may act as facilitator.

All work sessions shall be open to the public, however an opportunity for public testimony will only be allowed at the discretion of the Presiding Officer or by a majority vote of the Councilors in attendance.

All work sessions are subject to Oregon's Public Meeting's Law and must be noticed accordingly.

9. EXECUTIVE SESSIONS

Executive sessions shall be held in accordance with ORS 192.660. Matters discussed in executive session shall be exempt from public disclosure pursuant to ORS 192.660. Executive session of the City Council may be called by the Mayor, three Council members, the City Attorney, or the City Manager.

Prior to opening an executive session, the Presiding Officer shall:

- Announce the purpose of the executive session and the ORS Statute authorizing the executive session.
- Announce that *“Representatives of the news media and designated staff may attend Executive Sessions. Representatives of the news media are specifically directed not to report on any of the deliberations during the Executive Session, except to state the general subject of the session as previously announced. No Executive Session may be held for the purpose of taking final action or making any final decision.”*
- Announce if the Council intends to return to an open meeting at the conclusion of the executive session.

Executive sessions may be held during regular, special or emergency meetings, so long as appropriate statutory requirements are met.

Pursuant to ORS 192.660(6), no final action or final decision may be taken during an executive session; however, an opinion or consensus of the Council may be gathered. All final actions or final decisions must be made in a public session.

Minutes or a recording of the executive session is required.

Executive sessions shall be closed to all persons except the City Council; the City Manager, unless directed otherwise by the Council; the City Attorney; the City Recorder; City staff persons reporting to Council on the subject of the executive session; news media representatives, unless excluded by the Oregon Public Meetings Law (media representatives may be excluded for discussions regarding labor negotiations or if the media or representative is a party to the litigation being discussed); and other persons authorized by the City Council to attend. The term "news media representative" is interpreted by the Oregon Attorney General to include "news gathering representatives", meaning reporters of news gathering media which ordinarily report activities of the public body (39 Op. Att'y Gen. 600 (1979)).

Recognized Media Organizations

The following entities are recognized as news media organizations eligible to attend executive sessions:

- A general or associate member newspaper of the Oregon Newspaper Publishers Association, a broadcast member of the Oregon Association of Broadcasters or a member of the Associated Press; or
- A newspaper that the City uses for publication of public notices and that meets the requirements of ORS 193.020; or
- An entity recognized by the City as being a news source that: Is organized and operated to regularly and continuously publish, broadcast, transmit via the Internet or otherwise disseminate news to the public, and that regularly reports on activities of the City of

- Hermiston or matters of the nature under consideration by the City of Hermiston; and
- Is a well-established entity that is committed to complying with the requirement that confidential executive session information be undisclosed. In making this determination, the City may consider and weigh any factors that it deems to be relevant, including whether the entity has an available process for correcting errors, including violations of executive session statutes, by a person with authority to take corrective measures.

The entity seeking recognition as a News Media Organization has the burden of proof to establish that it meets the standards of this section. A determination that the entity is not recognized shall be based upon written findings addressing the criteria in this section.

In making its determination whether to recognize the person as a representative of the news media organization, the City may require: A press badge or identification issued by the recognized news media organization, plus proof of identity (such as a driver's license); or a recently published news article in the recognized news media organization publication or broadcast, with the person's byline, or a masthead showing the person's name as a member of the news gathering staff of the news media organization, plus proof of identity; or a letter on letterhead from an editor of the recognized news media organization in which the editor states that the reporter is covering the meeting for the news media organization, plus proof of identity.

The City may consider any relevant evidence provided or gathered in making its decision as to whether a person shall be recognized as a representative of a recognized news media organization.

10. SPECIAL MEETINGS

Special meetings may be called by the request of three or more council members, the mayor upon their own motion, or the city manager. The city recorder shall prepare and post notice of the special session stating time, place and subject, and notify each council member, the mayor and the city manager by phone call or otherwise, with the exception of notifications by text messaging. Special Meetings shall be noticed in accordance with Oregon's public meetings law, and, at a minimum, shall be noticed at least 24 hours prior to the meeting taking place pursuant to ORS 192.640(3). Only matters set forth in the notice of the meeting shall be discussed at such meeting.

11. EMERGENCY MEETINGS

An emergency meeting of the Council may be called by the Mayor, three council members or City Manager on less than 24 hours' notice provided that an actual emergency exists. An emergency consists of unforeseen disruptions or threats to the public and/or public facilities and services where prompt attention and action is/may be necessary. The city recorder shall immediately prepare and post notice of the emergency meeting stating time, place, and subject, and notify each council member, the mayor and the city manager immediately, by phone call or otherwise, with the exception of notifications by text messaging, before the time of the meeting. The minutes of the meeting must describe the emergency justifying less than 24 hours' notice pursuant to ORS 192.640(3).

12. TELEPHONIC/ELECTRONIC MEETINGS AND ATTENDANCE

Telephonic/Electronic Meetings may be held in compliance with the Oregon Public Meetings law. Councilors may participate and vote in Council meetings via telephone, electronically, or by other means consistent with the Oregon Public Meetings Law.

13. OTHER MEETINGS

Training, goal setting, or other meetings may be held at the convenience of the Council at a time when as many members as possible can attend.

Training meetings may be held periodically to offer council members education on their duties and responsibilities as city elected officials.

Goal Setting. The Council will align its goal setting process to coincide with the development of the annual budget. The goal setting process may include any of the following elements but none of them are required: Input from any public engagement efforts conducted by the City; Input from City staff and Council; Reports on the status of key projects; Reports on the financial status of the City; Reports on any changes in State law or regulations affecting city operations; or Reports on the status of prior Council Goals.

14. MEETINGS OPEN TO THE PUBLIC AND SERIAL COMMUNICATIONS

All meetings of the City Council shall be open to the public and all persons shall be permitted to attend any meeting except as otherwise provided by ORS 192. A quorum of the Council is prohibited from meeting in private to make decisions or deliberate on matters of City business that fall within the scope of the Council's jurisdiction. This prohibition includes in-person meetings where a quorum exists as well as serial communications that may occur over e-mail, text message, social media, and through conduits such as staff.

One-on-one or small group (non-quorum) conversations or communications regarding City business are generally permitted as long as the views or thoughts of a quorum of the Council are not shared during those conversations. As a result, Council members should share only their personal views on City business being discussed in one-on-one or non-quorum conversations and not discuss the views or opinions of other Council members who are not involved in the discussion.

At times, council members might be in attendance at various community events where a quorum is present. Council members should not discuss City business in these circumstances.

Council members should avoid *"replying all"* to informational e-mails sent to the entire Council or a quorum of Council members regarding City business that occur outside of a Council meeting. Although one-way information sharing on administrative items (i.e., agenda topics and meeting availability) is permissible outside of a Council meeting, Council members should avoid back and forth conversations between a quorum of members via e-mail or text message.

Council members should be cognizant that a “*serial*” meeting can occur through the use of social media if a quorum of the Council engages in discussions regarding City business on a social media platform. As a result, Council members should be careful not to comment or engage in a social media conversation regarding City business that other members of the Council have already participated in.

15. CANCELLATION OF MEETING

Council Meetings may be cancelled in the following ways:

- Upon a majority vote of the Councilors present at any council meeting, a future regular Council meeting may be canceled when deemed appropriate;
- Prior to an upcoming council meeting, if there is no business to transact or a quorum of the Council cannot attend and there is no urgent necessity to have a meeting, the Mayor upon the recommendation of the City Manager may cancel the meeting.

Notice of cancellation shall be posted on the City’s website.

16. NOTICE OF MEETING

The City Recorder shall provide notice of all meetings in accordance with Oregon’s public meeting law. Notice of a meeting shall be posted on the City’s website and may be distributed to Council members, media representatives, and other interested parties.

17. ATTENDANCE

It is the duty of each Council member to attend all meetings of the Council. (Hemiston City Charter, Section 33(b)(2)) When a Council member cannot attend a meeting, the member shall notify the City Recorder and/or the City Manager, who will notify the Presiding Officer, prior to the meeting. Lack of notification will constitute an unexcused absence.

18. EXCUSAL DURING MEETING

No member shall leave the council chamber during council meetings without the permission of the presiding officer.

19. SEATING ARRANGEMENT

Council members shall occupy seats in the council chambers assigned to them by the mayor, but any two or more members may exchange seats by joining in a written notice to the mayor to that effect.

20. ADJOURNED SESSIONS

Any session of the council may be continued or adjourned from day to day, or for more than one day, but no adjournment shall be for a longer period than until the next regular meeting.

MEETING AGENDA

21. COUNCIL MEETING AGENDA

The City Manager, or designee, shall prepare the final Council Meeting Agenda for each meeting, specifying the time, place, and purpose of the meeting and listing the subjects anticipated to be considered at the meeting.

City staff shall furnish a copy of the agenda and related packet to each council member, the mayor, and such other persons as required, at least three (3) calendar days before the council meeting or as far in advance of the meeting as time for preparation will permit. All agenda items filed with the city manager's office for council action shall be arranged according to the order of business and must be accompanied by an explanation sheet in such form as the city manager shall require. Agendas will generally be set to allow meetings to end no later than 10:00p.m.

At any meeting of the Council, the order of the business may be changed, or any part thereof suspended for such meeting upon consensus of the majority of the Councilors present.

A member of Council who wishes to have an item placed on an agenda must bring the matter before the Council at a regular scheduled meeting during the *Council Report* agenda item. The Council member must state the reason(s) they wish to add the item to a future agenda; however, Council discussion of these possible agenda items should be kept to a minimum. Adding a matter to an agenda requires a majority vote of the Council members present at the meeting. The Council will not add an item to the agenda on the same night as the item was first submitted by a member of Council for consideration by the full Council.

22. ORDER OF BUSINESS

The business of all regular meetings of the council shall be transacted in the following order, unless the council by a vote of a majority of the members present, shall suspend the rules and change the order:

- CALL MEETING TO ORDER
 - The Presiding officer shall call the meeting to order
- DECLARATION OF QUORUM
 - The Presiding Officer shall note each Council members attendance or absence in the record and shall declare that a quorum is present to conduct business.
- FLAG SALUTE/PLEDGE OF ALLEGIANCE
 - The Presiding Officer shall lead the Council and audience in the Pledge of Allegiance.
- PROCLAMATIONS, PRESENTATIONS, REGOGNITIONS (IF NEEDED)
 - Proclamations may be read and presented by the Presiding Officer or designee.
- CITIZEN INPUT/PUBLIC COMMENT ON NON-AGENDA ITEMS
 - Items discussed under this section follow the rules stated in Rule 24.

- **CONSENT AGENDA**
 - Items on the Consent Agenda are considered routine and will be adopted with a single motion, without separate consideration. Items of routine nature, not requiring Council direction, may be included on the Consent Agenda at the discretion of the City Manager; however, Council members may ask questions or have discussions on any Consent Agenda Items prior to any motion. Items requiring a Public Hearing shall not be included on the Consent Agenda. Consent items may include but are not limited to the following: minutes, liquor licenses, commission/committee appointments, etc. Any Council member may request to remove an item(s) from the Consent Agenda prior to the motion to approve the item(s). Any item(s) removed from the Consent Agenda will be discussed and acted upon following the approval of the Consent Agenda.
- **ITEMS REMOVED FROM THE CONSENT AGENDA (IF NEEDED)**
- **PUBLIC HEARINGS (IF NEEDED)**
- **RESOLUTIONS AND ORDINANCES (IF NEEDED)**
- **OTHER (CONTRACTS, AGREEMENTS, FINANCIAL REPORT, ETC.)**
- **COMMITTEE/COMMISSION REPORTS**
- **MAYOR'S REPORT**
 - Time provided for the Mayor to present a brief summary of matters of interest to the Council and discussion and decision related to items the Mayor would like to be placed on an agenda.
- **COUNCILOR REPORT**
 - Time provided for Councilors to present a brief summary of matters of interest to the Council and discussion and decision related to items individual councilors would like to be placed on an agenda.
- **CITY MANAGER REPORT**
 - Time provided for the City Manager to present a brief summary of matters of interest to the Council.
- **ADJOURNMENT**
 - Following the completion of all matters listed on the agenda, the Presiding Officer shall declare the meeting adjourned.

23. RECESS

The Presiding Officer may recess any meeting of the Council upon consensus of the majority of the Councilors present. The Presiding Officer shall announce the time in which the meeting will reconvene.

PUBLIC COMMENTS & HEARINGS

24. PUBLIC COMMENT

- A. In-Person Comment- When public comment is allowed, the public must comply with following procedures:
 - 1. When time comes for public comments, the presiding officer will ask that any persons wishing to speak identify themselves by making their way to the provided speaking platform and shall be called upon by the Presiding Officer.
 - 2. Speakers will identify themselves by their names and their place of residence.
 - 3. Comments may be limited to five (5) minutes, unless additional time is granted by the Presiding Officer.
 - 4. When any citizen brings a complaint before or makes a suggestion to the Council, other than for items on the current meeting agenda, the Presiding Officer may refer the complaint or suggestion directly to the City Manager for review.
 - 5. The Mayor and Council should avoid immediate or protracted response to citizen comments (verbal or written), however, Councilmembers may, after obtaining the floor, ask questions of speakers during public comment. Council members shall use restraint when exercising this option and shall attempt to limit their questioning to no more than two (2) minutes per speaker.
 - 6. The public comment period shall not exceed thirty (30) minutes unless a majority of councilmembers present vote to extend the time.

- B. Electronic Comment - Whenever public comment is allowed in person, to the extent reasonably possible, public comment must be taken electronically as well. Electronic public comment must follow the following procedures:
 - 1. Electronic meeting information will be provided for anyone wishing to comment.
 - 2. The City Recorder or other city staff will mute all speakers.
 - 3. As the item the participant wishes to address begins, the participant must utilize the software's raise hand feature and raise their hand, or similar feature, to notify city staff that they wish to speak.
 - 4. When time comes for public comments, the presiding officer will ask for public comment, and each hand raised will be given the opportunity to comment. Procedures stated in Rule 24 A, Sections 2-6 will then be followed.

- C. Written Comment- Whenever public comment is allowed in person or electronically, public comment must be taken in writing as well. Written public comment must follow the following procedures:
 - 1. Written electronic comments may be made via meeting specific email address or using the software chat feature. Electronic communication must be received within the time frame given for the item under discussion. Sender must provide their names and their place of residence. City Recorder or other staff member will forward electronic communication to each council member and appropriate city staff, and also verbally notify the City Council that a written comment was submitted. City Recorder or other staff member will also respond/confirm to sender that their electronic comment was

received and will be made part of the record. If the electronic comment is not able to be made part of the record, the City Recorder or other staff member will respond to the sender and state the reason(s) why.

2. Written mailed comments may be made but must be received prior to said meeting and include the sender's names and their place of residence to be made part of the record. City Recorder or other staff member will provide each council member and appropriate city staff with a copy of the written mailed comments.
 3. Written hand-delivered comments may be made but must include the sender's names and their place of residence to be made part of the record, and be received in the following manner:
 - a. Must be delivered to the City Recorder or designee, during business hours, prior to said meeting
 - b. Be delivered at said meeting, when the presiding officer asks for public comment.
- D. Non-Agenda Items - Time provided for anyone wishing to speak to the City Council on an item not on the agenda may be heard at this time. Procedures stated in Rule 24 A, B, & C will then be followed.
1. If a member of the public wishes to speak on an item that is on the current agenda, the speaker shall wait until that agenda item. The procedures outlined for a public hearing will apply if appropriate.
- E. Anonymous Communication
- Anonymous communications shall not be introduced in council meetings or made part of the record.

25. PUBLIC HEARINGS

Public Hearings shall be held on each matter required by State law or City policy. Quasi-judicial hearing procedures shall be conducted in accordance with ORS 197.797, *Conduct of Local Quasi-judicial Land Use Hearings, Notice Requirements, Hearing Requirements*, unless otherwise provided in the Development Code. The Presiding Officer shall preside over the hearing, announce the purpose and type of hearing. City staff shall summarize the guidelines for the conduct of the hearing.

Ex parte contact/communication is an oral or written communication to a decision maker, or the presiding officer not made in the presence of all parties, concerning a fact in issue in the proceeding.

Public Hearings Generally

A public hearing may be held on any matter upon majority vote of the council. Public hearings may be held to consider legislative, quasi-judicial or administrative matters.

The presiding officer shall announce at the commencement of any public hearing the subject of the hearing as it is set forth on the agenda. The presiding officer shall then declare the hearing open.

Each person shall, prior to giving testimony, give their name, shall indicate whether they are a resident of the city and give their address. All remarks shall be addressed to the council as a body

and not to any member thereof.

Speakers at hearings on legislative or administrative matters, other than legislative land use matters, will be limited to five (5) minutes. Speakers at a hearing on a quasi-judicial matter, other than a quasi-judicial land use matter, shall follow this order of events:

1. Staff presentation
2. Applicant or affected party. Quasi-judicial hearing only.
3. Appellant, if other than applicant. Quasi-judicial hearing only.
4. Other interested persons.
5. Questions of staff.
6. Rebuttal by applicant or party. The scope of rebuttal is limited to matters which were introduced during the hearing.

Council members may, after recognition by the presiding officer, ask clarifying or follow up questions of individuals providing testimony after that individual has completed their testimony. Questions posed by council members should be to provide clarification or additional information on testimony provided. Questions should not be used as an attempt to lengthen or expand the testimony of the individual. Council members shall be expected to use restraint and be considerate of the meeting time of the council when exercising this option. The presiding officer may intervene if a councilor is violating the spirit of this guideline.

Council members may, after the presentation of testimony of all interested persons, ask clarifying or follow-up questions of staff. Questions posed by council members should be to provide clarification or additional information on testimony provided.

The presiding officer may exclude or limit cumulative, repetitious, or immaterial matter. The presiding officer may order the testimony, alternating those speaking in favor and those in opposition, or have all speaking in favor testify, followed by all those in opposition. The presiding officer, with the approval of the council, may further limit the time and/or number of speakers at any public hearing, provided that the presiding officer shall announce any such restrictions prior to the commencement of the testimony. In the event of large numbers of interested persons appearing to testify, the presiding officer, to expedite the hearing, may in lieu of testimony call for those in favor of the pending proposal or those in opposition to rise and direct the city recorder to note the numbers in the minutes.

At the end of public testimony and questions of staff, the council shall initiate deliberations by introducing a motion on the matter; continue the hearing; or keep the record open for additional written testimony. During deliberations, each member of the council shall have the opportunity to comment on or discuss testimony given during the public hearing.

A copy of any written testimony or physical evidence, which a party desires to have introduced into the record of the hearing, shall be submitted to the city recorder at or before the time of the hearing. Communications concerning quasi-judicial matters received prior to the hearing are ex parte contacts, and a council member receiving any such communication must disclose the fact that such a communication has been received, and the content of the communication.

Documents submitted to the city as evidence or written testimony during a public hearing are public records. If such a document contains the name, address, including email address, and telephone number of the person, then it will be included in the record of the proceeding. Because the name, address, including email address, and telephone number are part of a public record, this information will be generally disseminated to the public, and must be disclosed if a public records request is submitted for the documents. A person who believes such disclosure would present a danger to their personal safety, and who wishes to exempt their address, including email address, and telephone number from disclosure must submit a written request for non-disclosure to the city recorder pursuant to ORS 192.368(1).

26. LAND USE HEARINGS

A. General Conduct of Hearings.

1. Any party may speak in person, through an attorney, or another representative present the party's case.
2. A copy of any written testimony or physical evidence which a party desires to have introduced into the record at the time of hearing shall be submitted to the city recorder at the time the party makes their presentation. If the testimony or evidence is not submitted to the city recorder, it shall not be included in the record for the proceeding.
3. No person may speak more than once without obtaining permission from the presiding officer.
4. Upon being recognized by the presiding officer, any member of the council, the city manager, planning director or the city attorney may question any person who testifies.
5. Testimony shall be directed towards the applicable standards and criteria which apply to the proposal before the council.
6. The presiding officer may exclude or limit cumulative, repetitious, or immaterial testimony. To expedite hearings, the presiding officer may call for those in favor and those in opposition to rise, and the city recorder shall note the numbers of such persons for the record in the minutes.

B. Quasi-Judicial Land Use Matters.

1. Scope of Review. All appeals and council-initiated review in quasi-judicial land use proceedings shall be new (de novo) and shall be held on the record
2. Conflicts of Interest.
A member of the council shall not participate in a discussion or vote in a quasi-judicial land use proceeding if:
 - a. The member has an actual conflict of interest as defined by the Oregon Revised Statutes or the city charter.
 - b. The member was not present during the public hearing; provided, however, the member may participate if they have reviewed the evidence, including recordings of the hearing, and declared such fact for the record.
 - c. Members of the council shall reveal any ex parte contacts with regard to the proceeding at the commencement of any quasi-judicial land use proceeding. If such contact impairs the member's impartiality, the member shall state this fact and abstain from participation in the matter.
3. Burden of Proof. The proponent has the burden of proof on all elements of the proposal, and the proposal must be supported by proof that it conforms to all applicable

standards and criteria.

- a. The decision of the council shall be based on the applicable standards and criteria as set forth in the city's municipal code, the city's comprehensive plan, and, if applicable, any other land use standards imposed by state law or administrative rule.
 - b. The proponent, any opponents, and/or city staff may submit to the council a set of written findings or statements of factual information which are intended to demonstrate the proposal complies or fails to comply with any or all applicable standards and criteria.
4. Hearing Procedures. The order of hearings in quasi-judicial land use matters shall be:
- A. Land Use Hearing Disclosure Statement. The city manager or staff designee shall read the land use hearing disclosure statement, which shall include:
 1. A list of the applicable criteria;
 2. A statement that testimony, arguments and evidence must be directed toward the applicable criteria or other criteria in the plan or land use regulation which the person believes to apply to the decision;
 3. A statement that failure to raise an issue accompanied by statements or evidence sufficient to afford the council and the parties an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue; and
 4. If applicable, a statement that a failure to raise constitutional issues relating to proposed conditions of approval precludes an action for damages in circuit court.
 5. Call for ex parte contacts. The presiding officer shall inquire whether any member of the council has had ex parte contacts. Any member of the council announcing an ex parte contact shall state for the record the nature and content of the contact.
 6. Call for abstentions. The presiding officer shall inquire whether any member of the council must abstain from participating in the hearing due to a conflict of interest. Any member of the council announcing a conflict of interest shall state the nature of the conflict, and shall not participate in the proceeding, unless the person's vote is necessary to meet a requirement of a minimum number of votes necessary to take official action; provided, however, that the member shall not participate in any discussion or debate on the issue of which the conflict arises.
 7. Staff summary. Planning staff shall present a summary and recommendation concerning the proposal.
 8. Presentation of the Case.
 - a. Proponent's case. Twenty (20) minutes total.
 - b. Persons in favor. Five (5) minutes per person.
 - c. Persons opposed. Five (5) minutes per person.
 - d. Other interested persons. Five (5) minutes per person.
 - e. Rebuttal. Ten (10) minutes total. Rebuttal may be presented by the proponent. The scope of rebuttal is limited to matters which were introduced during the hearing.
 9. Close of hearing. No further information shall be received after the close of the hearing, except for specific questions directed to staff. If the response to any such questions requires the introduction of additional factual evidence, all

parties shall be afforded an opportunity for simultaneous written rebuttal.

10. Deliberations. Deliberations shall immediately follow the hearing. The council may delay deliberations to a subsequent time certain.
11. Findings and Order. The council may approve or reject the proposal.
 - a. The council shall adopt findings to support its decision.
 - b. The council may incorporate findings proposed by the proponent, the opponent or staff in its decision.
12. Continuances. Only one (1) continuance is available by right. However, nothing in this section shall restrict the council, in its discretion, from granting additional continuances. Any continuance shall result in a corresponding extension of the 120-day time limitations imposed by the Oregon Revised Statutes.

C. Legislative Land Use Matters.

1. Hearings Procedures. The order of procedures for hearings on legislative land use matters shall be:
 - a. Call for abstentions. Inquire whether any member of the council wishes to abstain from participation in the hearing. Any member announcing an abstention shall identify the reason therefor and shall not participate in the proceedings.
 - b. Staff summary. Staff shall present a statement of the applicable criteria, and a summary and recommendation concerning the proposal.
 - c. Presentation of the Case.
 1. Proponent's case. Twenty (20) minutes total.
 2. Persons in favor. Five (5) minutes per person.
 3. Persons opposed. Five (5) minutes per person.
 4. Other interested persons. Five (5) minutes per person.
 - d. Close of hearing. No further information shall be received after the close of the hearing, except for responses to specific questions directed to staff.
 - e. Deliberations. Deliberations shall immediately follow the hearing. The Council may delay deliberations to a subsequent time certain.
 - f. Reopening hearing. Prior to second reading of an ordinance relating to a legislative land use matter, and upon majority vote of the council, a hearing may be reopened to receive additional testimony, evidence or argument. The same notice requirements shall be met for the reopened hearing as were required for the original hearing.

27. ORDINANCES, RESOLUTIONS, AND ORDERS

Ordinance

Ordinances - Pursuant to City Charter, Section 16, Council will exercise its legislative authority by adopting ordinances. The enacting clause for all ordinances must state "The City of Hermiston ordains as follows:"

Ordinance Enactment – Pursuant to City Charter, Section 17, ordinances will be adopted as follows:

1. Except as authorized by subsection (b), adoption of an ordinance requires approval by at least five (5) members of the Council at two (2) meetings.
2. The council may adopt an ordinance at a single meeting by the unanimous approval

of all councilors present, provided at least five (5) members of the council are present and the proposed ordinance is available in writing to the public at least three (3) business days before the meeting.

3. 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.
4. After the adoption of an ordinance, the vote of each member must be entered into the Council minutes.
5. 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.

Ordinance Effective Date – Pursuant to City Charter, Section 18, 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 enactment if the ordinance contains an emergency clause.

Resolution

Resolutions – Pursuant to City Charter, Section 19, Council will exercise its administrative authority by adopting resolutions or motions. The adopting clause for all resolutions may state “The City of Hermiston resolves as follows:”

Resolution Adoption – Pursuant to City Charter, Section 20, resolutions will be enacted as follows:

1. Approval of a resolution or any other Council administrative decision requires approval by the Council at one (1) meeting.
2. 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.
3. After approval of a resolution or other administrative decision, the vote of each member must be entered into the Council minutes.
4. 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.

Resolution Effective Date – Pursuant to City Charter, Section 21, resolutions and other administrative decisions take effect on the date of approval, or on a later day provided in the resolution.

Orders (Quasi-Judicial Authority)

Orders – Pursuant to City Charter, Section 22, Council will exercise its quasi-judicial authority by approving orders. The approving clause for all orders may state “The City of Hermiston orders as follows:”

Order Adoption – Pursuant to City Charter, Section 23, orders will be enacted as follows:

1. Approval of an order or any other Council quasi-judicial decision requires approval by the Council at one (1) meeting.
2. 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.
3. After approval of an order or other Council quasi-judicial decision, the vote of each member must be entered in the Council minutes.

4. 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.

Orders Effective Date – Pursuant to City Charter, Section 24, orders and other quasi-judicial decisions take effect on the date of final adoption, or on a later day provided in the order.

MINUTES

28. GENERALLY

All minutes shall be in written form, with an electronic copy of the meeting maintained by the city recorder in accordance with ORS 192.650. All minutes or recordings shall be available to the public within a reasonable time after the meeting, and shall include at least the following information:

1. All members of the governing body present;
2. All motions, proposals, resolutions, orders, ordinances, and measures proposed and their disposition;
3. The results of all votes and if the vote is not unanimous, the vote of each member by name;
4. The substance of any discussion on any matter;
5. and a reference to any document discussed or copies of any documents presented at the meeting.

29. APPROVAL OF MINUTES

The council shall approve all minutes of any meeting. The draft minutes shall be submitted to the council as part of the council's packet prior to the meeting where they will be discussed. Any member of the council may request an amendment or correction of the minutes prior to a final vote being taken on the minutes. If no objection is made to the minutes of the preceding meeting, the same shall be approved.

PRESIDING OFFICER

30. GENERALLY

The mayor, or in their absence, the president of the council, shall take the chair at the hour appointed for the council to meet, and shall immediately call the members to order. The mayor or the presiding officer shall conduct the council meetings and exercise their authority as to the rules of order and conduct.

31. MAYOR

The Mayor shall preside over and facilitate council meetings, preserve order, enforce council rules, and determine the order of business under Council Rules, Section 22. The Mayor has no veto authority and shall sign all documents 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 the Charter whenever the Mayor votes to break a tie on any matter before the Council. 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.

32. COUNCIL PRESIDENT

Pursuant to City Charter, Section 10, at the first meeting in each odd numbered year, the Council shall elect a Council President from its membership. The Council President presides in the absence of the Mayor and acts as Mayor when the Mayor is unable to perform duties on account of absence, illness, or other cause. The council 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. The council president may move, second and debate from the chair, subject only to limitations of debate as are by these rules imposed on all members and shall not be deprived of any of the rights and privileges of a council member by reason of acting as the presiding officer.

33. TEMPORARY CHAIR

In case of the absence of the mayor and the president of the council, the city recorder shall call the council to order and take the roll of the members. If a quorum is found to be present, the council shall proceed to elect, by majority vote of those present, a chair of the meeting, to act either until the mayor or the president of the council appears.

ELECTED AND APPOINTED OFFICIALS

34. GENERALLY

All elected (Mayor and Councilors) officials shall conduct themselves so as to bring credit upon the City as a whole, and to set an example of good ethical conduct for all citizens of the community. Elected officials should constantly bear in mind these responsibilities to the entire electorate, and refrain from actions benefitting any individual or special interest group at the expense of the City as a whole. Elected officials should likewise do everything in their power to insure impartial application of the law to all citizens, and equal treatment of each citizen before the law, without regard to race, national origin, sex, social station, or economic position.

All City Officials should strive to carry out their duties based on the ideals expressed in Exhibit A related to Servant-Leadership.

35. MAYOR

The mayor occupies a position of public trust. The mayor acts as spokesman for the council and release for publication all council decisions, information of policy matters, information on controversial matters, and general publicity releases. The mayor, or their delegate, shall take care of all welcoming of distinguished visitors, opening of conventions, laying of corner stones, and other public relations work of that nature. The mayor shall bear in mind at all times that they are the first citizen in the minds of the public and should conduct themselves in such a manner as to bring only credit to themselves and their office.

36. COUNCILORS

Councilors occupy positions of public trust. The basic function of the city council is that of establishing policy for the operation of the city. This means that the council is responsible for determining what is to be done, while the problem of how it is to be done is primarily that of the city manager.

Decisions in the establishing of policy for city government may be derived at by following these four steps:

1. *WHAT IS NEEDED?* Sources of this information may come from the council member's own observations, from individual citizen requests, citizen group requests, or from the recommendations of the city manager.
2. *WHAT IS THE WILL OF THE PEOPLE?* Much of what the public wants may be learned by careful listening to comments of individuals, representatives of interested groups, and from the council members' own reactions.
3. *WHAT CAN BE DONE?* A council member's moral obligation to the public is to render decisions that are practical and economically feasible. The back-ground experience of the city manager, their staff, and technical experts should be considered carefully.
4. *TAKE ACTION.* After determining the best policy, put your decisions to work by adopting, defeating, or modifying ordinances or resolutions.

Policy and its administration cannot always be clearly defined; thus, the council and the city manager must work together as a closely knit team. Inasmuch as the city council selects and hires the city manager, it is their responsibility to see that the manager has a chance to administer policy properly and to evaluate their administrative accomplishments.

A council member shall not give, or cause to be given, any direct order to the city manager or their subordinates. Such directives shall come only from the council as a whole. A council member shall not interfere in the administration of departments or exercise individual authority in any operation under the city manager.

A council member shall not take up the cause for an applicant for an appointive office and shall direct an aspirant to take their cause directly to the city manager on their own merits and not those of the council member.

A council member, when approached with a complaint or criticism, shall refer said complaint or criticism to the city manager telling the complainant that the city manager is better informed on that subject and can give an answer or solution to the problem. Also, the council member should bring the complaint to the attention of the city manager for follow up.

Council shall listen to criticism with interest and concern for the problem presented.

Council members are urged to educate themselves about local government. To that end, and as funding allows, Council members are urged to attend the League of Oregon Cities functions at City expense. Requests to attend other government related conferences, training seminars, and meetings will be presented to the City Manager for evaluation of the adequacy of budgeted funds.

Councilors occupy positions of public trust. They should make their best efforts to attend all council meetings and when they are unable to attend, they should follow Rule 17.

Councilors have no authority when acting as individuals. Authority to make decisions and/or create policy for the City resides solely with the majority vote of the Council. Council decisions which are not unanimous are still the official policy of the City.

Councilors are encouraged to conduct themselves so as to bring credit upon the City as a whole, and to set an example of good ethical conduct for all citizens of the community. Councilors should constantly bear in mind these responsibilities to the entire electorate, and refrain from actions benefiting any individual or interest group at the expense of the City as a whole. Councilors should likewise do everything in their power to insure impartial application of the law to all citizens, and equal treatment of each citizen before the law, without regard to race, national origin, sex, age, gender, social station, or economic position.

All Council members are individually responsible for compliance with the Oregon Revised Statutes Chapter 244, governing the ethical conduct of public employees and officials. Violation of these statutes may result in personal liability.

37. ELECTED OFFICIALS' INVOLVEMENT WITH STAFF

- A. All Council members will respect the separation between the Council's role and the City Manager's responsibilities by:
 - 1. Not interfering with the day-to-day administration of City business, which is the responsibility of the City Manager.
 - 2. Working together as a team within a spirit of mutual confidence and support.
 - 3. Respecting the administrative functions of the City Manager and department heads and refraining from actions that would undermine the authority of the City Manager or department heads. The Council will abide by the City Charter in its dealings with the City Manager.
 - 4. Limiting individual inquiries and requests for information from staff or department heads to those questions that may be answered readily as part of staff's day-to-day responsibilities. Questions of a more complex nature will be directed to the City Manager. Questions from individual Council members requiring significant staff time or resources (two hours or more) should normally require approval of the Council, although the City Manager may determine to follow up on requests from individual Council members. Council members should normally share any information obtained from staff with the entire Council. This section is not intended to apply to questions by Council members acting in their individual capacity rather than as Council members, nor to questions regarding conflict of interest or similar issues particular to the Council member.
 - 5. Limiting individual contacts with City officers and employees so as to not influence staff decisions or recommendations, so as to not interfere with staff work performance, and so as to not undermine the authority of the City Manager, department heads and other managerial and supervisory employees.
 - 6. Council members should never express concerns about the performance of a City employee in public, to the employee directly, or other city employees. Comments about staff performance should only be made to the City Manager through private correspondence or conversation.
 - 7. Respecting staff and their roles and responsibilities, even if expressing criticism of an action.
 - 8. Nothing in this section or these rules precludes Council members from obtaining information and asking questions during Council meetings or from evaluating the performance of the City Manager.
- B. When any elected officials desire to understand the operations of any city department better, that person should schedule time with the appropriate department head through the City Manager. Exceptions to this policy are as follows:
 - 1. The elected official visiting a city department location on a matter of personal business with the department, in which case the elected officials shall present themselves at the front counter area and conduct the matter of business in a timely manner with appropriate personnel.
 - 2. The elected official is present conducting business for their employer.
 - 3. The elected official is present for the purpose of the elected official performing a volunteer service for the department, which service shall have the prior written acknowledgment of the City Manager; and,
 - 4. The elected official participating in the police "ride-along" program or similar program in

other departments, which participation shall be limited to not more than one time per quarter per member in any calendar year.

38. PROCEDURE FOR FILLING COUNCIL VACANCIES

See Chapter VII-Section 34 Hermiston City Charter

39. CITY MANAGER

The city manager shall attend all meetings of the council, unless excused by the council; shall keep the council fully advised as to the financial condition and needs of the city; may make recommendations to the council and may take part in discussions of all matters concerning the welfare of the city; and shall have a seat but no vote in the meetings of the council. When the city manager is excused from attendance at a council meeting, another staff member shall be designated to act in their place. Most commonly that would be the Assistant City Manager.

40. CITY RECORDER

The city recorder or their designee shall serve as clerk of the council and shall keep minutes of the meetings and perform such other and further duties in the meeting as may be needed for the orderly conduct of meetings.

41. CITY ATTORNEY

The city attorney shall, either in person or by deputy, attend all meetings of the council, unless excused by the city manager. The City Attorney will have the right to take part in Council discussion, and will, upon request, give an opinion, either written or oral, on legal questions. The City Attorney, if requested, shall act as the Council's parliamentarian, but will have no vote.

DECORUM AND ORDER

42. DECORUM AND ORDER

The presiding officer shall preserve decorum and decide all questions of order, subject to appeal to council. All participants in the meeting should act in a way to bring credit upon the City.

Councilors

During council meetings, councilors shall preserve order and decorum and shall neither by conversation or otherwise, delay or interrupt the proceedings nor refuse to obey the orders of the presiding officer or the rules of the council. No member shall address the chair or demand the floor while any vote is being taken. Every councilor desiring to speak shall address the chair, and upon recognition by the presiding officer, shall confine remarks to the question under debate and shall avoid all personalities and indecorous language, and refrain from impugning the motives of any other member's argument or vote. Every council member desiring to question the administrative staff shall address questions to the city manager who shall be entitled either to answer the inquiries or designate some staff member to do so. All members shall accord the utmost courtesy to each other and refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities. Councilors shall confine their questions to the particular matters before the council and in debate shall confine their remarks to the issue before the council.

Administrative Staff and Employees

City staff and employees shall observe the same rules of procedure and decorum applicable to councilors. While the presiding officer shall have the authority to preserve decorum in meetings as far as staff members and city employees are concerned, the city manager also shall be responsible for the orderly conduct and decorum of all city employees under their direction and control. The city manager shall take such disciplinary action as may be necessary to ensure that such decorum is always preserved by city employees in council meetings. The city manager or any staff member desiring to address the council or members of the public shall be recognized by the chair, shall state their name for the record, and shall limit remarks to the matter under discussion. All remarks and questions addressed to the council shall be addressed to the council as a whole and not to any individual member thereof. No staff members, other than staff members having the floor, shall enter into any discussion either directly or indirectly without permission of the presiding officer.

Public

Public members attending council meetings shall also observe the same rules of propriety, decorum, and good conduct applicable to council members. Any public member desiring to address the council shall be recognized by the chair, shall state their name and address in an audible tone for the record, and shall limit remarks to the question under discussion. All remarks and questions shall be addressed to the presiding officer. No person other than council members and the person having the floor shall enter into any discussion either directly or through a councilor without permission of the presiding officer.

Removal and Adjournment

The Presiding Officer may eject from the meeting any person in attendance, including any Council member, who becomes disorderly, abusive, or disruptive, or who fails or refuses to obey the rules of decorum and order. The Presiding Officer may summon the assistance of the City Police to assist in maintaining order. If order is unable to be maintained, the presiding officer may adjourn the meeting, by their own authority, by a vote of the Council, or recommendation by the City Manager, City Attorney, or designee.

43. CONFLICT OF INTEREST

All business transactions of such officials dealing in any manner with public funds, either directly or indirectly, must be subject to the scrutiny of public opinion. Such officials shall adhere to Oregon Laws on Government Ethics. After the mayor or council member declares a conflict of interest, that official shall leave the council dais and not return during any discussion, debate or vote on any such matter, and will not speak during public comment. After the conclusions of such discussion, debate or vote, the presiding officer shall advise the official with the conflict of interest so that they may return to their seat at the council dais. However, in those cases where all council members would have an equal conflict of interest, for example where the discussion of residential water rates which are set by the city is taking place, after declaring a potential conflict of interest, each of the council members may participate in the discussion, debate or vote on such issue.

Council members and the mayor shall refrain from making use of, or discussing outside the council chambers, any special knowledge or information before it is made available to the general public and shall comply with all lawful actions, directives and orders of duly constituted municipal officers as they may be issued in the normal and lawful discharge of the duties of those officers.

44. OFFICERS AND EMPLOYEES TO ATTEND

The head of any department, or any officer or employee of the city, when requested by the city manager or the council, shall attend any regular, or special meeting and confer with the council on all matters relating to the city.

45. LIMITATION OF DEBATE

No council member shall be allowed to speak more than once upon any one subject until every other council member choosing to speak has spoken. Council members shall limit their remarks on a subject to five (5) minutes unless granted additional time by the Presiding officer or the majority of the Council.

46. CENSURE

The Council has the inherent right to make and enforce its own rules and to ensure compliance with those laws generally applicable to public bodies. Should any Council member act in any manner constituting a substantial violation of these rules or other general laws, the Council, acting as a whole, may discipline that Council member to the extent provided by law, including public reprimand.

The Council has the right to investigate the actions of any member of the Council by appointing a subcommittee of less than a quorum of the council, and with the option of contracting with a

neutral third-party investigator to perform the investigation. Referral to the full Council shall be made upon any findings that reasonable grounds exists that a substantial violation has occurred.

The full Council shall investigate the actions in executive session under ORS 192.660(2)(b), unless the Council member requests the matter to be held in an open meeting. If held in an executive session, neither the full Council nor any member thereof shall have the right to make public any information obtained through such investigation.

Any council member accused of a substantial violation of Council rules or any other general law shall have the right to present a defense to the allegations, including the right to present rebuttal evidence, and to have representation by counsel.

Upon findings, by a moral certainty, that a substantial violation has occurred, and that such violation(s) affects the Council members ability to represent the interests of the City as a whole, the Council may, upon unanimous vote of Councilors other than the Council member subject to censure proceedings, impose proper sanction(s).

VOTING

47. VOTE REQUIRED

Pursuant to City Charter, Section 14, the express approval of a majority of a quorum of the Council is necessary for any Council decision, except when the Charter or Council Rules requires approval by a majority of the Council.

48. VOTING

Every member present when a question is put forward shall vote, unless the council shall, for special reason, excuse a member from voting. Application to be excused from voting must be made before the votes are called for. The member having briefly stated the reason for the request, the decision thereon shall be made without debate.

49. RECORDING OF VOTE

The roll call vote shall be put by a vocal response FOR the question, and then AGAINST the question. The vote shall be recorded by name unless unanimous.

50. EXPLANATION OF VOTE DURING ROLL CALL

It shall not be in order for members to explain their vote during the roll call.

51. TIE VOTE

In case of a tie vote on any matter before the council, the mayor shall cast the deciding vote.

52. VOTING ON ORDINANCES OR RESOLUTIONS

When an ordinance or resolution is voted upon by the council and does not receive a council majority of YES or NO votes, said resolution or ordinance shall automatically be reconsidered at the following council meeting, and successive meetings, if necessary, until such time as a majority vote of the council is achieved.

COMMITTEES

53. GENERALLY

The City Council may create standing citizen advisory boards, committees or commissions to aid the Council in the conduct of public affairs. The City Council may also create ad hoc citizen committees to accomplish a specific task or project. All standing citizen advisory boards, committees and commissions shall be governed by COH Chapter 32, except that if application of a provision of COH Chapter 32 conflicts with an applicable state statute, the state statute shall prevail. This definition does not include committees formed by the City Manager.

54. APPOINTMENT PROCESS

All appointments, unless specifically waived, shall appear on two council agendas, first as a nomination and second as confirmation.

55. APPOINTMENTS/REMOVAL - MUNICIPAL BOARDS AND COMMISSIONS

All appointments to city boards and commissions shall be made in accordance with the ordinances and city charter. Preference for appointees shall be given to city residents. With the consent of the Council, the Mayor may remove a citizen from a City Board, Commission or Committee prior to the expiration of the term of office.

Appointees shall not be full-time employees of the city, shall not be elected officials of the city except for the council member appointed to the recreation projects fund advisory committee, 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. Selling shall be construed to mean sales, services or fees with the City aggregating \$20,000 (*revised 08/26/24*) or more in any one calendar year.

56. COMMITTEE LIAISONS

The Mayor shall assign a Council member(s) to act as liaison to boards, commissions, committees or other bodies that advise the Council. Council members interested in a particular subject area should inform the Mayor of their interest. The Mayor should take the expression of interest and/or a Councilor's preference into account when making appointment decisions when possible. Liaison appointments are generally made on an annual basis.

Council liaisons should make every effort to attend all meetings of the committees, boards and commissions to which they have been assigned. In the event a Council liaison is unable to attend a meeting of the board, commission or committee, the liaison may ask the city staff assigned to that committee, commission or board to give them a summary of the meeting they missed. If a liaison fails to attend more than three consecutive meetings of the same committee, commission or board, they may be replaced.

When serving as a liaison to a City board, commission or committee as liaison, Council members will:

1. Not attempt to lobby or influence the board, commission or committee on any item under its consideration. It is important for the advisory body to make objective recommendations to the Council on items before them.
2. The liaison's communications shall reflect the majority position held by the Council on matters referred to the board, commission or committee to the extent such a Council position is known and articulated, or Council's expectations in light of Council adopted goals. The liaison's role is limited to explaining that position or Council expectations for the body.
3. Not vote at the body's meeting on any item.
4. This rule does not apply to non-city bodies when the Council member is the representative of the City.

57. TERMS AND VACANCIES

Terms for standing committees shall be defined in their enabling ordinance beginning and terminating on established dates unless otherwise designated by law. Positions shall be staggered so as to provide continuity. All standing committee vacancies will be handled the same with term expiration constituting a vacancy. Members of city advisory boards, committees or commissions may request a leave of absence from their positions of up to nine months.

58. APPLICATION

All applications for standing committees must be in writing, on a form provided by the City, addressed to the mayor and delivered before the expiration date established. A basic volunteer background check will be performed on all potential committee members and results will be delivered to the selection committee. A selection committee composed of the mayor and two councilors will review the applications and make recommendations to the council. The two councilors serving on the committee may be rotated annually. The selection committee will select members for all openings including temporary ones caused by a leave of absence. The selection committee may invite the committee chair of any committee to participate when interviewing candidates for their committee.

59. SPECIAL COMMITTEE APPOINTMENTS

Special committees for particular purposes may be appointed by the presiding officer, subject to confirmation by the council. There shall be at least three members on each special committee, whether composed of council members, public members, or jointly composed. The presiding officer shall designate the member who is to serve as chair of the committee. Vacancies occurring on any committee shall be filled in a like manner.

60. MEETINGS

Special committees shall meet on call of the chair, or any three members, and shall report to the council without unnecessary delay upon matters referred to them. A majority of the members of a committee shall constitute a quorum.

61. MEETING NOTICE

It shall be the duty of the staff member assigned to each special committee to give notice of the time and place of meetings as required by ordinance or state law.

62. REPORTS

When a committee to which a matter has been referred, with instructions to report at a time in the order of reference, is not ready to report at such time, the matter so referred shall, unless further time be granted, be considered as though reported back without recommendation. In such case, the committee shall forthwith return to the city recorder the documents pertaining to the matter, and the matter shall take its proper place in the Order of Business.

63. REPORTS TO BE IN WRITING

The reports of committees shall be in writing, agreed to in committee assembled. Copies of the report shall be available to each member of such committee, council members, mayor and the city manager. Documents referred to the committee shall be returned with the report. Nothing in this rule shall be construed to prohibit the introduction of minority reports.

64. RELIEVING FROM FURTHER CONSIDERATION

Upon motion, council may by a majority vote relieve a committee of further consideration of a matter referred to it and order the same placed on the calendar.

65. POWERS

No committee shall have the power to employ any person for, or on behalf of, the city, or incur any expense, unless specially authorized by the city manager or designee.

COUNCIL-SUBCOMMITTEES

66. Subcommittees

The following are subcommittees of the city council to study specific issues in more depth. Subcommittee members are appointed by the Mayor and will consist of less than a quorum of the city council, which could include the Mayor. Oregon Public Meeting rules apply to all meetings of the subcommittees.

Public Safety Subcommittee

This Subcommittee meets as needed to review police and court operations through reports from the appropriate city staff.

Public Infrastructure Subcommittee

This Subcommittee meets as needed to review public infrastructure related subjects including capital improvement planning.

Public Finance Subcommittee

This Subcommittee meets as needed to review detailed City financial information prepared by city staff.

Community Accountability Board

This Subcommittee also includes school board members appointed by the Hermiston School District and one general public member. This group meets to work with first-time juvenile offenders to help them from reoffending and becoming involved in the juvenile justice system.

Public Transit Subcommittee

This Subcommittee meets as needed to discuss potential changes to the city transit system.

Solid Waste Subcommittee

This Subcommittee meets as needed to discuss issues related to solid waste management, including terms and conditions and rates of the City's solid waste franchisee.

Vacancy Review Board

According to the provisions of Paragraph 58 above, citizen committee members are selected to fill vacancies on the established committees, boards and commissions.

MISCELLANEOUS

67. STATEMENTS TO MEDIA AND OTHER ORGANIZATIONS

Representing City. If a member of the Council, to include the mayor, appears as an authorized representative of the City before another governmental agency, the media, or an organization to give a statement on an issue, the member may only state the official position of the City, as approved by a majority of the Council.

Personal Opinions. If a member of the Council, to include the mayor, appears in their personal capacity (not as an authorized representative of the City) before another governmental agency, the media or an organization to give a statement on an issue, the member must state they are expressing their own opinion and not that of the City before giving their statement.

Use of Letterhead. Councilmembers may only use City letterhead for individual letters of thank you, congratulations, and condolences without the express permission of the Council.

68. COMPLAINTS

The procedure for complaints shall be:

All complaints involving municipal policies shall be referred to the city council for appropriate action, and except in the most unusual cases, such action shall be preceded by report and recommendation of the city manager who shall have been given ample time and opportunity in which to investigate and to render a report.

All complaints involving charges of unfair hearings or improper hearings or inadequate hearings before advisory boards and commissions shall be processed in the manner provided by state statute.

All complaints with respect to the management of the city shall be referred to the city manager for the necessary or appropriate action in each individual case. In the case of those complaints involving the management of the city wherein the council desires further information, the city manager, when so requested by a majority of the council, shall be given adequate time in which to make the necessary investigation and report.

Exhibit A -Servant-Leadership

1. I will base my decisions on the next generation more than the next election, committed to the ideal that my loyalty must be to the entire community (both now and in the future) and not merely to those who got me elected.
2. I will focus on mission, vision, and values as the benchmark for my decisions and recognize that my responsibility is the pursuit of the greatest good for the entire community and not the satisfaction of any particular group's agenda.
3. I will make decisions based on fact-based evidence and not allow myself to be manipulated into bad decisions for the future based on the decibel level of critics.
4. I will recognize that "it takes a smart leader to know where they are stupid" and have the wisdom to be smart. Accordingly, I will value those who have the courage to tell me what they really think and will listen sincerely to those who disagree with me to truly understand their perspective, recognizing that understanding other perspectives makes me a better leader.
5. I will embrace my responsibility to govern rather than to manage, recognizing that if I am doing staff's job I am not doing my job, while also understanding and embracing the appropriately exercised governance role of holding staff accountable.
6. I will place a greater emphasis on solutions than on problems, while refusing to offer solutions before I understand the problem.
7. I will understand that mutual trust is the foundation for everything and that if I refuse to trust others they will be unable to trust me.
8. I will protect the integrity of the process more than the rightness of my position; I will fight hard for my issue but then unify behind the governing body when the decision is made because the decision was made with integrity of process, even if I disagree with the outcome.
9. I will understand that my deeply held beliefs, values and positions will be strengthened, not compromised by courteous, respectful and civil discourse. I will not treat someone as the enemy just because we disagree.
10. I will treat everyone with dignity and respect because of who I am as a leader... not because of how they treat me or what I think about them.
11. I will be a role model for civility. I will not treat my colleagues or staff in any way that I would be embarrassed if my five year old child treated someone the same way.
12. I will never forget – it is not about me and it is not about now.
13. (As quoted from Strategic Government Resources (SGR) Website on December 28, 2021.)



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of June 23, 2025

Title/Subject

May 2025 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 May 2025 Financial Report as presented.

Submitted By:

Ignacio Palacios, Finance Director

Byron D. Smith, City Manager

May 2025 Financial Report



Department of Finance
May 2025
(Unaudited)

FY2024-2025 Monthly Financial Report

Hermiston Urban Renewal Agency (HURA)

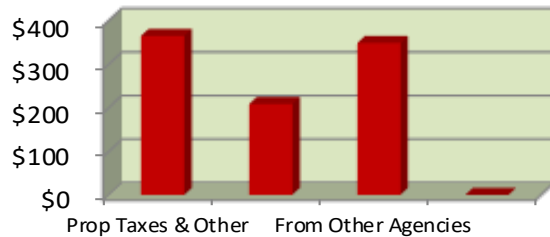
For the Month Ending May 31, 2025

Resources

Through May 31, 2025

by Category

(in \$1,000)



■ Actual Rev YTD

	Annual Proj Rev	Actual Rev YTD	% Var
Prop Taxes & Other	\$ 302	365	121%
Miscellaneous	\$ -	209	100%
From Other Agencies	\$ 904	349	39%
Cash Fwd	\$ 4,845	-	0%
Total	\$ 6,051	\$ 923	15%

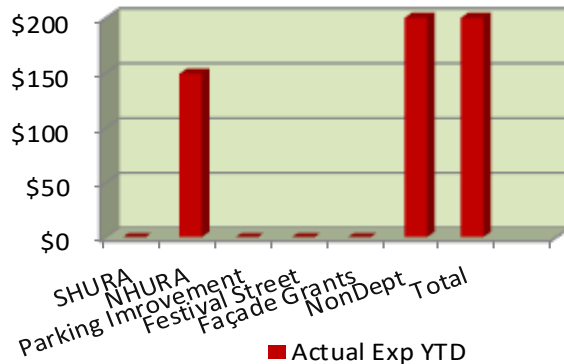
Note: Variance is calculated as % of revenue YTD

Expenditures

Through May 31, 2025

by Category

(in \$1,000)



■ Actual Exp YTD

	Annual Proj Exp	Actual Exp YTD	% Var
SHURA	\$ 600	0	0%
NHURA	\$ 4,900	149	3%
Parking Improvement	\$ 3	0	0%
Festival Street	\$ 3	0	0%
Façade Grants	\$ 60	0	0%
NonDept	\$ 485	450	93%
Total	\$ 6,051	\$ 599	10%

Note: variance is calculated as % of expenses YTD.

The FY2024-25 budget for the Urban Renewal Agency is \$6,050,642. This includes \$600,000 for the beginning of the SHURA project, \$4,900,000 for the NHURA projects, \$3,000 for parking improvements, \$3,000 for Festival Street, \$60,000 for façade grants, and \$484,642 for Non-Departmental expenses.

FY2024-2025 Monthly Financial Report
Hermiston Urban Renewal Agency (HURA)
HURA Capital Projects Report
For the Month Ending May 31, 2025

	Ending May 31	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
North First Street Improvement Project	\$ 4,900,000	\$ 149,438	\$ 4,900,000	\$ 376,938	3.05%

North First Street Improvement Project (\$4,900,000)

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 appraisals completed. Anticipate bidding for project late this fall/winter.

FY2024-2025 Monthly Financial Report

City of Hermiston, Oregon

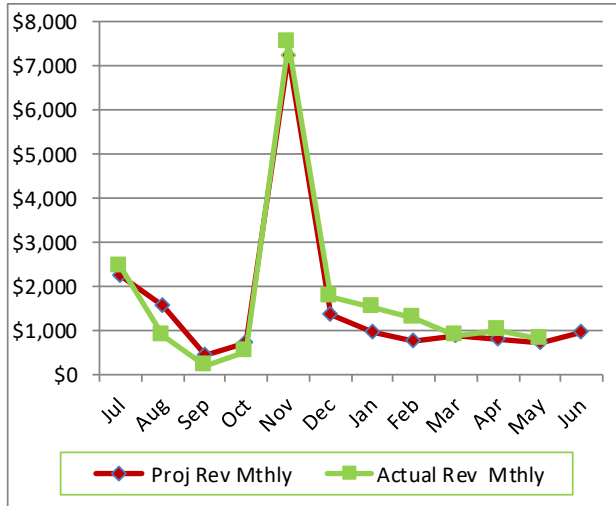
General Fund Resources

For the Month Ending May 31, 2025

General Fund Resources Summary

Through May 31, 2025

(in \$1,000)



	Proj Rev Mthly	Rev Proj Mthly	Actual Rev Mthly	Var Fav/ (Unfav)	% Var
Jul	\$ 2,249	\$ 2,249	\$ 2,429	\$ 181	8%
Aug	\$ 1,549	\$ 1,549	\$ 885	\$ (664)	-43%
Sep	\$ 462	\$ 462	\$ 228	\$ (235)	-51%
Oct	\$ 743	\$ 743	\$ 527	\$ (216)	-29%
Nov	\$ 7,256	\$ 7,256	\$ 7,541	\$ 286	4%
Dec	\$ 1,356	\$ 1,356	\$ 1,768	\$ 413	30%
Jan	\$ 950	\$ 950	\$ 1,512	\$ 562	59%
Feb	\$ 770	\$ 770	\$ 1,303	\$ 532	69%
Mar	\$ 909	\$ 909	\$ 891	\$ (18)	-2%
Apr	\$ 805	\$ 805	\$ 995	\$ 189	24%
May	\$ 739	\$ 739	\$ 804	\$ 65	9%
Jun	\$ 956	\$ 956			0%
Total YTD	18,745	18,745	18,883	1,094	5.8%
Cash Fwd	1,261	-	-	-	0%
Total	\$ 20,006	\$ 18,745	\$ 18,883	1,094	5.8%

Estimated General Fund revenues for the 2024-25 fiscal year are \$20,006,156. Projected year-to-date revenues were **\$17,789,201** compared to actual revenues of **\$18,882,917** a favorable variance of **\$1,093,716**. This is primarily due to increase in planning grant, franchise fees and building revenues.

FY2024-2025 Monthly Financial Report

City of Hermiston, Oregon

General Fund Resources & Expenditures

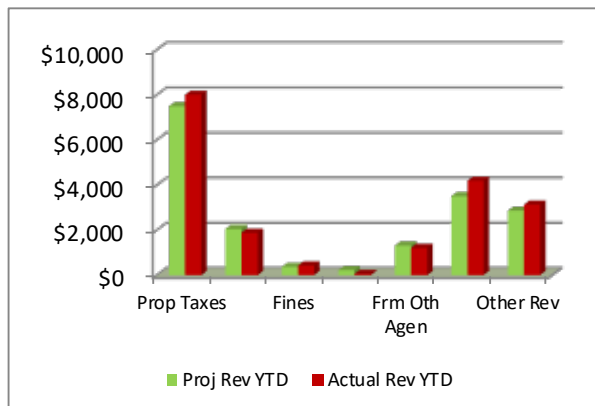
For the Month Ending May 31, 2025

General Fund - All Resources

Through May 31, 2025

by Category

(in \$1,000)



	Annual Proj Rev	Proj Rev YTD	Actual Rev YTD	Var Fav/ (Unfav)	% Var
Prop Taxes	\$ 7,643	\$ 7,491	\$ 8,001	\$ 510	7%
Lic & Fran	\$ 2,046	\$ 2,041	1,876	(165)	-8%
Fines	\$ 400	\$ 367	428	62	17%
Interest Rev	\$ 250	\$ 225	52	(173)	-77%
Frms Oth Agen	\$ 1,413	\$ 1,312	1,206	(106)	-8%
Svc Chgs	\$ 4,021	\$ 3,500	4,191	691	20%
Other Rev	\$ 2,972	\$ 2,854	3,129	275	10%
Cash Fwd	\$ 1,261	\$ -	-	-	0%
Total	\$20,006	\$ 17,789	\$ 18,883	\$ 1,094	6.1%

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

FY2024-2025 Monthly Financial Report

City of Hermiston, Oregon

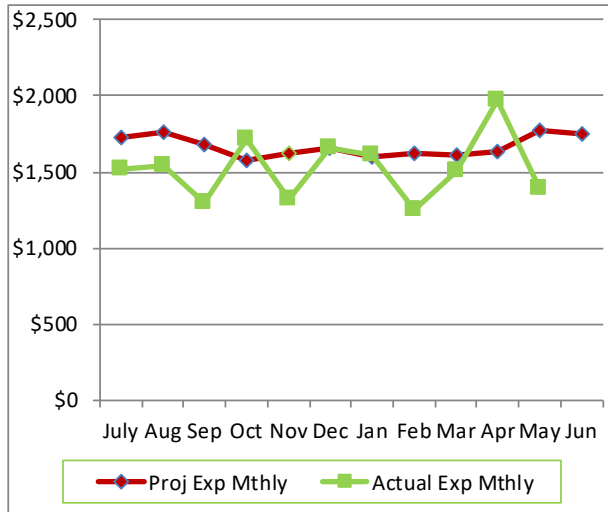
General Fund Expenditures

For the Month Ending May 31, 2025

General Fund Expenditure Summary

Through May 31, 2025

(in \$1,000)



	Proj Exp Mthly	Proj Exp	Actual Exp Mthly	Var Fav/ (Unfav)	% Var
July	\$ 1,725	\$ 1,725	\$ 1,521	\$ 204	12%
Aug	\$ 1,758	\$ 1,758	\$ 1,543	\$ 215	12%
Sep	\$ 1,676	\$ 1,676	\$ 1,292	\$ 384	23%
Oct	\$ 1,573	\$ 1,573	\$ 1,719	\$ (146)	-9%
Nov	\$ 1,627	\$ 1,627	\$ 1,320	\$ 307	19%
Dec	\$ 1,652	\$ 1,652	\$ 1,661	\$ (9)	-1%
Jan	\$ 1,599	\$ 1,599	\$ 1,606	\$ (7)	0%
Feb	\$ 1,619	\$ 1,619	\$ 1,253	\$ 366	23%
Mar	\$ 1,613	\$ 1,613	\$ 1,503	\$ 111	7%
Apr	\$ 1,634	\$ 1,634	\$ 1,969	\$ (335)	-21%
May	\$ 1,775	\$ 1,775	\$ 1,391	\$ 384	22%
Jun	\$ 1,755	\$ 1,755			0%
Total YTD	20,006	20,006	16,778	1,473	7.4%
Contngcy		-	-	-	0%
Total	\$ 20,006	\$ 20,006	\$ 16,778	\$ 1,473	7.4%

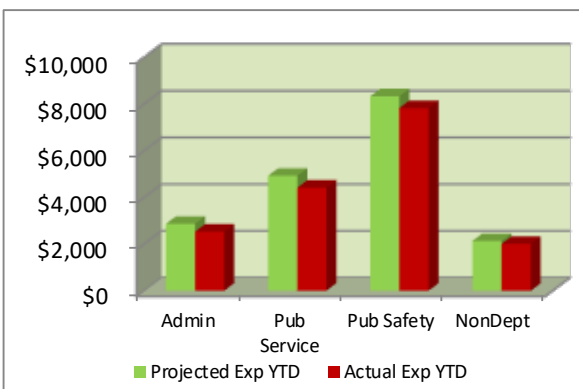
Projected General Fund year-to-date expenditures were **\$18,250,814**. Actual expenditure was **\$16,777,573** which is **\$1,473,241 less** than projected YTD for a **variance of 8.1%**. This is primarily due to differences between the projected average for the period compared to budget to actual to date.

General Fund Expenditures

by Consolidated Department

Through May 31, 2025

(in \$1,000)



	Annual Proj Exp	Projected Exp YTD	Actual Exp YTD	Var Fav/ (Unfav)	% Var
Admin	\$ 3,126	2,867	2,534	333	12%
Pub Service	5,478	4,926	4,415	510	10%
Pub Safety	9,081	8,330	7,823	507	6%
NonDept	2,321	2,128	2,005	123	6%
Unapp	-	-	-	-	0%
Total	\$20,006	\$ 18,251	\$ 16,778	\$ 1,473	8.1%

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

FY2024-2025 Monthly Financial Report

General Fund Expenditure Detail For the Month Ending May 31, 2025

General Fund Expenditures by Department

	Annual Projected Exp	Projected Exp YTD	Actual Exp YTD	Var Fav/ (Unfav)	% Var Fav/ (Unfav)
City Council	52,874	50,338	62,833	(12,495)	-25%
City Manager/Legal	1,102,880	1,010,973	1,009,796	1,177	0%
City Planning	1,170,089	1,072,582	777,723	294,859	27%
Finance	800,512	733,509	684,112	49,397	7%
Total Administration	3,126,355	2,867,402	2,534,464	332,938	12%
Transportation	552,000	506,021	495,673	10,348	2%
Airport	630,550	588,516	482,373	106,143	18%
Bldg Inspection	615,932	555,984	526,883	29,101	5%
Parks	753,823	684,614	714,352	(29,738)	-4%
Parks/Utility Landscaping	81,590	57,678	48,443	9,235	16%
Pool	641,337	505,866	427,203	78,663	16%
Municipal Buildings	153,238	140,468	87,742	52,726	38%
Library	936,675	858,046	807,992	50,054	6%
Recreation	779,329	725,402	607,052	118,350	16%
Community Center	244,985	222,027	146,999	75,028	34%
Harkenrider Center	88,076	80,900	70,654	10,246	13%
Total Public Services	5,477,535	4,925,523	4,415,366	510,157	10%
Court	1,034,912	947,202	875,605	71,597	8%
Public Safety Center	38,500	37,804	32,924	4,880	13%
Police Operations	8,007,401	7,344,892	6,914,541	430,351	6%
Total Public Safety	9,080,813	8,329,897	7,823,070	506,827	6%
Non-Departmental	2,321,452	2,127,991	2,004,673	123,318	6%
Unappropriated	0	0	0	0	0%
Total Non-Dept	2,321,452	2,127,991	2,004,673	123,318	6%
Total	20,006,156	18,250,814	16,777,573	1,473,241	8.1%

For April, FY2025

Total Administration is \$332,938 less than YTD projected. **Total Public Services** are \$510,157 less than YTD projected. **Public Safety** is \$506,827 less than YTD projected. **Non-Departmental** is \$123,318 less than YTD projected.

FY2024-2025 Monthly Financial Report

Fund Balance - General Fund

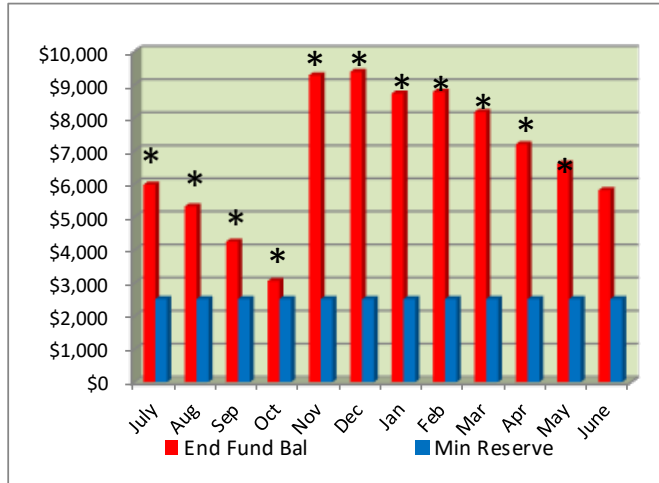
For the Month Ending May 31, 2025

General Fund

Through May 31, 2025

Ending Fund Balance

(in \$1,000)



Minimum Reserve = \$2,454,300

Last Year Minium Reserve was \$2,513,250

	Begin Fund Bal	Revenue	Expense	End Fund Bal	ACT/PROJ Fund Bal
July	\$ 5,061	\$ 2,429	\$ (1,521)	\$ 5,969	ACT*
Aug	\$ 5,969	\$ 885	\$ (1,543)	\$ 5,312	ACT*
Sep	\$ 5,312	\$ 228	\$ (1,292)	\$ 4,247	ACT*
Oct	\$ 4,247	\$ 527	\$ (1,719)	\$ 3,056	ACT*
Nov	\$ 3,056	\$ 7,541	\$ (1,320)	\$ 9,277	ACT*
Dec	\$ 9,277	\$ 1,768	\$ (1,661)	\$ 9,384	ACT*
Jan	\$ 9,384	\$ 950	\$ (1,606)	\$ 8,729	ACT*
Feb	\$ 8,729	\$ 1,303	\$ (1,253)	\$ 8,778	ACT*
Mar	\$ 8,778	\$ 891	\$ (1,503)	\$ 8,167	ACT*
Apr	\$ 8,167	\$ 995	\$ (1,969)	\$ 7,192	ACT*
May	\$ 7,192	\$ 804	\$ (1,391)	\$ 6,605	ACT*
June	\$ 6,605	\$ 956	\$ (1,755)	\$ 5,806	PROJ
Total	\$ 5,061	\$ 19,278	\$ 18,533	\$ 5,806	

The General Fund balance at the end of April 2025 is approximately **\$6,605,000** which is **2.69 times** the current Minimum Reserve requirement of **\$2,454,300**.

The General Fund reserve policy is to maintain **15% fund balance** of total expenditures based on the prior fiscal year activity.

FY2024-2025 Monthly Financial Report

Special Revenue Funds Report For the Month Ending May 31, 2025

Special Revenue Funds Resources & Requirements

	2024-25 Annual Budget	Actual YTD	Remaining Budget
02 Bonded Debt Fund			
Resources	1,400,339	1,293,397	106,942
Expenditures	1,396,659	1,397,403	(744)
Unappropriated Balance	3,680	N/A	N/A
05 Transient Room Tax (TRT)			
Resources	1,301,500	1,607,731	(306,231)
Expenditures	1,301,500	1,344,491	(42,991)
Unappropriated Balance	-	N/A	N/A
08 Reserve Fund			
Resources	42,122,854	15,304,161	26,818,693
Expenditures	42,111,345	17,236,274	24,875,071
Unappropriated Balance	11,509	N/A	N/A
11 Miscellaneous Special Revenue			
Resources	303,000	147,494	155,506
Expenditures	303,000	147,570	155,430
Unappropriated Balance	-	N/A	N/A
19 Christmas Express Special Revenue			
Resources	58,200	28,454	29,746
Expenditures	58,200	14,969	43,231
Unappropriated Balance	-	N/A	N/A
20 Law Enforcement Special Revenue			
Resources	104,700	1,250	103,450
Expenditures	54,700	54,700	-
Unappropriated Balance	50,000	N/A	N/A
21 Library Special Revenue			
Resources	30,600	(542)	31,142
Expenditures	30,600	31,645	(1,045)
Unappropriated Balance	-	N/A	N/A
23 Enterprise Zone Project Fund			
Resources	3,469,900	-	3,469,900
Expenditures	3,469,900	2,667,915	801,985
Unappropriated Balance	-	N/A	N/A
25 EOTEC Operations			
Resources	1,607,500	1,325,933	281,567
Expenditures	1,607,500	1,582,838	24,662
Unappropriated Balance		N/A	N/A
26 IT Services			
Resources	1,549,602	1,224,664	324,938
Expenditures	1,549,602	1,153,744	395,858
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.

FY2024-2025 Monthly Financial Report

Eastern Oregon Trade and Event Center (EOTEC) Fund

For the Month Ending May 31, 2025

EOTEC Fund

	2024-2025		Actual YTD	Variance	% Variance
	Annual Budget	Projected YTD*		Fav/(Unfav)	
Grants	375,000	343,750	715,816	372,066	108%
Events	406,000	372,167	331,371	(40,796)	-11%
TRT/TPA	240,000	220,000	264,688	44,688	20%
Misc.	586,500	537,625	14,058	(523,567)	-97%
Total Revenues	1,607,500	1,473,542	1,325,933	(147,609)	-10%
Personnel	485,132	444,704	443,886	818	0%
Materials and Services	299,579	274,614	357,257	(82,643)	-30%
Capital	750,000	687,500	714,794	(27,294)	-4%
Transfers	66,900	61,325	66,900	(5,575)	-9%
Contingency	5,889	5,398	-	5,398	100%
Total Expenses	1,607,500	1,473,542	1,582,837	(109,295)	-7%

This fund is projected on the straight-line, 11/12th revenue or expense per month.

Projected revenues to date are **\$1,473,542** and actual year-to-date revenues are **\$1,325,953** or an **unfavorable variance of 10%**.

Projected expenditures to date are **\$1,473,542** and actual year-to-date revenues are **\$1,582,837** or an **unfavorable variance of 7%**.

FY2024-2025 Monthly Financial Report

Utility and Street Funds Report For the Month Ending May 31, 2025

Utility and Street Funds Report

Resources & Expenditures

	2024-2025			Variance	
	Annual Budget	Projected YTD	Actual YTD	Fav/(Unfav)	% Variance
04 Street Fund					
Resources	2,268,728	1,738,667	1,812,973	74,306	4%
Expenditures	2,233,728	2,047,584	1,534,997	512,587	25%
Contingency	35,000	N/A	N/A	N/A	N/A
06 Utility Fund					
Resources	15,316,500	11,671,917	12,380,459	708,542	6%
Expenditures	13,563,666	12,433,361	11,544,994	888,367	7%
Contingency	1,752,834	N/A	N/A	N/A	N/A
13 HES Fund					
Resources	14,484,295	8,782,852	9,330,092	547,240	6%
Expenditures	12,044,482	11,040,775	10,724,978	315,797	3%
Contingency	2,439,813	N/A	N/A	N/A	N/A
15 Regional Water Fund					
Resources	1,927,600	1,270,500	1,408,973	138,473	11%
Expenditures	1,227,638	1,125,335	1,172,659	(47,324)	-4%
Contingency	699,962	N/A	N/A	N/A	N/A

All four of these funds are projected on a straight line, 10/12th of budgeted expense or revenue per month.

Revenues for the **Street Fund** are **\$74,306 more** than projected. Expenditures are **\$512,587 less** than projected.

Revenues in the **Utility Funds** are **\$708,542 above** projected. Expenditures are **\$888,367 less** than projection.

The **HES Fund** revenue is **\$547,240 more** than projected. Expenditures are **\$315,797 less** than projected.

The **Regional Water Fund** revenues are **\$138,473 more** than projected. Expenditures are **\$47,324 more** than projected.

FY2024-25 Monthly Financial Report

City of Hermiston, Oregon Utilities/Streets Capital Projects Report For the Month Ending May 31, 2025

	2024-25 Budget	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,000,000	\$ 9,982	\$ 1,500,000	\$ 149,533	9.97%
Gettman Road Extension ROA	650,000	76,230	650,000	428,239	65.88%
N. 1st Place Reconstruction	2,110,390	179,305	4,110,390	2,976,187	72.41%
RWS Backup Generators	400,000	-	400,000	-	0.00%
AWS System Expansion - RWS	15,449,400	11,849,013	20,949,400	21,508,444	102.67%
Aquifer Recharging Project	4,490,000	-	4,490,000	-	0.00%
Well #6 Chlorination	500,000	8,029	500,000	30,029	6.01%
Well #4 Control System	410,000	17,620	410,000	41,620	10.15%
Lift Station #5 Rebuild	150,000	-	150,000	-	0.00%
E. Evelyn Avenue Gravity SL Replacement	380,000	24,000	380,000	24,000	6.32%
AWS Cooling Discharge	805,000	36,570	805,000	437,920	54.40%
Total	\$ 26,344,790	\$ 12,200,749	\$ 34,344,790	\$ 25,595,972	74.53%

Geer & Harper Re-alignment (\$1,500,000)

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: Preliminary Design Comments received from Rail-Pros (UPRR) in February. Full Design anticipated to begin in Spring.

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.

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

To provide backup power supply to the regional water system.

Current Update: Anderson Perry is finalizing the design scope. Finance has begun to collect monthly assessment charges from the users to cover their portions.

FY2024-25 Monthly Financial Report

City of Hermiston, Oregon Utilities/Streets Capital Projects Report For the Month Ending May 31, 2025

	2024-25 Budget	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,000,000	\$ 9,982	\$ 1,500,000	\$ 149,533	9.97%
Gettman Road Extension ROA	650,000	76,230	650,000	428,239	65.88%
N. 1st Place Reconstruction	2,110,390	179,305	4,110,390	2,976,187	72.41%
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Aquifer Recharging Project	4,490,000	-	4,490,000	-	0.00%
Well #6 Chlorination	500,000	8,029	500,000	30,029	6.01%
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Lift Station #5 Rebuild	150,000	-	150,000	-	0.00%
E. Evelyn Avenue Gravity SL Replacement	380,000	24,000	380,000	24,000	6.32%
AWS Cooling Discharge	805,000	36,570	805,000	437,920	54.40%
Total	\$ 26,344,790	\$ 12,200,749	\$ 34,344,790	\$ 25,595,972	74.53%

AWS System Expansion- RWS (\$20,949,400)

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.

Current Update: Two of the four rail borings were completed in March for the pipelines project. Significant progress at the River Intake Station for the Pumps & Motors Project.

Aquifer Recharging Project (\$8,500,000)

Current Update: The Contractor mobilized and began initial site-prep, with drilling anticipated to begin in April.

Well # 6 Chlorination (\$500,000)

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: Design nearing completion with project advertisement in Spring.

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: Contract Awarded. Initial onsite may begin in June, but significant work will be held off until after the peak summer demand season.

FY2024-25 Monthly Financial Report

City of Hermiston, Oregon Utilities/Streets Capital Projects Report For the Month Ending May 31, 2025

	2024-25 Budget	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,000,000	\$ 9,982	\$ 1,500,000	\$ 149,533	9.97%
Gettman Road Extension ROA	650,000	76,230	650,000	428,239	65.88%
N. 1st Place Reconstruction	2,110,390	179,305	4,110,390	2,976,187	72.41%
RWS Backup Generators	400,000	-	400,000	-	0.00%
AWS System Expansion - RWS	15,449,400	11,849,013	20,949,400	21,508,444	102.67%
Aquifer Recharging Project	4,490,000	-	4,490,000	-	0.00%
Well #6 Chlorination	500,000	8,029	500,000	30,029	6.01%
Well #4 Control System	410,000	17,620	410,000	41,620	10.15%
Lift Station #5 Rebuild	150,000	-	150,000	-	0.00%
E. Evelyn Avenue Gravity SL Replacement	380,000	24,000	380,000	24,000	6.32%
AWS Cooling Discharge	805,000	36,570	805,000	437,920	54.40%
Total	\$ 26,344,790	\$ 12,200,749	\$ 34,344,790	\$ 25,595,972	74.53%

Lift Station #5 Wetwell Upgrades (\$300,000)

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 (\$380,000)

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: Design will begin soon.

AWS Cooling Discharge (\$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 Permitting appears close to the issuance of an initial draft. Final outfall structure awaiting final permitting.

**FY2024-25 Monthly Financial Report
City of Hermiston, Oregon
Other City Capital Projects Report
For the Month Ending May 31, 2025**

	2024-25 Budget	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Airport Improvements	\$ 4,015,000	\$ 44,786	\$ 4,015,000	\$ 247,589	6.17%
Hangar Replacement	1,300,000	418,039	1,300,000	570,087	43.85%
Urban Tree Project (Grant)	850,000	60,544	1,000,000	76,650	7.67%
Cimmaron Park Project	420,000	2,182	420,000	2,182	0.52%
Library Remodel	3,700,000	1,390,015	4,500,000	1,860,865	41.35%
ARC Remodel	375,000	339,638	750,000	343,417	45.79%
Public Safety Building Remodel	5,000,000	2,310,786	7,500,000	2,938,009	39.17%
Total	\$ 15,660,000	\$ 4,565,990	\$ 19,485,000	\$ 6,038,799	30.99%

Airport Improvements (\$4,015,000)

Ott Road currently runs through the Runway Protection Zone (RPZ). This project will acquire property east of Ott Road to facilitate future realignment of Ott Road out of the RPZ. 90% of the project will be paid for with FAA funding, and the balance of the project funded through future lease revenue for agricultural use.

Current Update: Appraisals and appraisal-reviews completed; Council briefed, authorization to present fair market value offer anticipated in April.

Hangar Replacement (\$1,300,000)

Previous "Open-T Hangar" will be removed, and replaced by a new 10-unit enclosed T-Hangar, with approximately 90% of the project costs paid for by State and Federal Grant Funding. Total project cost will be approximately \$1.73 million – including the city's 10% match.

Current Update: Foundation construction began.

Urban Tree Project Grant (1,000,000)

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

Current Update: A contract has been signed and the contractor will be in Hermiston over the next few weeks doing an initial inventory and assessment of our trees. They have been doing some of the planning work and are working to do as much as possible prior to September 30. We have been receiving reimbursements for work completed.

Cimmaron 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: Design of the park is on-going. The park is now named Sherman Park.

**FY2024-25 Monthly Financial Report
City of Hermiston, Oregon
Other City Capital Projects Report
For the Month Ending May 31, 2025**

	2024-25 Budget	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Airport Improvements	\$ 4,015,000	\$ 44,786	\$ 4,015,000	\$ 247,589	6.17%
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Cimmaron Park Project	420,000	2,182	420,000	2,182	0.52%
Library Remodel	3,700,000	1,390,015	4,500,000	1,860,865	41.35%
ARC Remodel	375,000	339,638	750,000	343,417	45.79%
Public Safety Building Remodel	5,000,000	2,310,786	7,500,000	2,938,009	39.17%
Total	\$ 15,660,000	\$ 4,565,990	\$ 19,485,000	\$ 6,038,799	30.99%

Library Remodel (\$4,500,000)

Library building remodel to modernize and provide for improved space for community use. As well as, improved children's library area.

Current Update: Nearly all sheetrock is installed. Front windows are being installed. Stair well steel should be delivered this week or next.

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 now using the Arc Building. Final piece will be to sand and finish interior floors after PD vacates the building.

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: Sally port is nearly complete. Interior framing is moving forward. South parking lot will soon be under construction.