



CITY COUNCIL & URBAN RENEWAL AGENCY

AGENDA

MONDAY, FEBRUARY 26, 2024

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: 862 2614 4112 Passcode: 203345 Telephone number to join is: 1 253 215 8782; or submitting comments to meetings@hermiston.org

1. CALL COUNCIL/CITY MANAGER WORK SESSION MEETING TO ORDER - 6:00 PM

A. Cannabis Tax

2. ADJOURN WORK SESSION MEETING

3. CALL REGULAR MEETING TO ORDER – 7:00 PM

4. DECLARATION OF QUORUM

5. FLAG SALUTE

6. CITIZEN INPUT ON NON-AGENDA ITEMS

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

7. CONSENT AGENDA

A. Confirmation to reappoint Position 1 on the Faith-Based Advisory Committee term ending 12/31/2026 to James Lafolette

B. Confirmation to reappoint Position 2 on the Faith-Based Advisory Committee term ending 12/31/2026 to Terry Cummings

C. Confirmation to appoint Position 4 on the Budget Committee term ending 12/31/2026 to Ed Brookshier

D. Confirmation to reappoint Position 5 on the Budget Committee term ending 12/31/2026 to Lori Davis

E. Confirmation to reappoint Position 6 on the Budget Committee term ending 12/31/2026 to Paul Magana

F. Committee Vacancy Announcements

G. Minutes of the February 12th City Council Regular and HURA Meeting

8. ITEMS REMOVED FROM CONSENT AGENDA

9. PUBLIC HEARINGS

A. Annexation & Comprehensive Plan Amendment- Hermiston Home Works, Inc 4N2813 TL 200 & 500 - 1295 SE 10th St-THIS ITEM HAS BEEN RESCHEDULED TO THE MEETING OF MARCH 11, 2024

B. City of Hermiston Supplemental Budget #1 for fiscal year July 1, 2023 to June 30, 2024 (See Resolution No. 2313)

10. RESOLUTIONS

A. Resolution No. 2312- Airport Hangar Taxilane Improvements

B. Resolution No. 2313 – A Resolution To Adopt an FY2023-24 Supplemental Budget

C. Resolution No. 2314 - Authorizing the City Manager to Apply for Matching Funds for improvements to Cimmaron Park

D. Resolution No. 2315- Engineering Services Contract

11. OTHER

A. Discussion of Business License Fee Structure/Amounts

B. Hermiston School District Lease for Public Safety Center

C. January 2024 Financial Report

12. COMMITTEE REPORTS

A. City Committee and Liaison:

Airport Advisory, Budget, Hispanic Advisory, Library Board, Parks and Recreation, Planning Commission, Recreation Projects Fund, Faith-Based Advisory, Community Enhancement, Community Accountability, Public Safety, Public Infrastructure, Transit Planning, EOTEC, Stepping Stones Alliance (not a City Committee).

B. Mayor's Report

C. Council Report

D. Youth Advisory Report

E. Manager's Report

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

14. CALL TO ORDER- AT OR AFTER 7:30PM

15. NEW BUSINESS

A. Public Hearing for HURA Supplemental Budget #1 for fiscal year July 1, 2023 to June 30, 2024 (See HURA Resolution No. 22)

B. HURA Resolution No. 22 – Adoption of Supplemental Budget FY2023-2024

16. ADJOURN URBAN RENEWAL AGENCY MEETING

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

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



PUBLIC ANNOUNCEMENT

The City is accepting applications for the following Committees:

1) Planning Commission

- Positions 7, 8, and 9: 3-year term ending March 31, 2027 (Advertised as of 02/01/2024)

Deadline to apply for all Committees: Open Until Filled

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

Proposed appointment and confirmation of these positions are made by the City Council. All appointments to city boards and commissions shall be made in accordance with the ordinances and city charter. Appointees shall not be full-time employees of the city, shall not be elected officials of the city, shall not be appointed to more than two boards or commissions at a time, and shall not sell to the city or its boards and commissions over which the council has appointive powers and budget control either directly as a prime contractor or supplier, or indirectly as a first-tier subcontractor or supplier. Sales shall be construed to mean sales, services or fees aggregating \$7,500 or more in any one calendar year. Preference for appointees shall be given to city residents.



CITY COUNCIL & URBAN RENEWAL AGENCY

Regular Meeting Minutes
February 12, 2024

Mayor Drotzmann called the regular meeting to order at 7:00pm. Present were Councilors McCarthy, Barron, Linton, Primmer, Hardin, and Peterson. Councilors Myers and Duron were excused. City Staff in attendance included: City Manager Byron Smith, Assistant City Manager Mark Morgan, City Attorney Rich Tovey, Chief Edmiston, Planning Director Clint Spencer, Parks and Recreation Director Brandon Artz, Court Administrator Jillian Villes, IT Senior Engineer Sam Allen, and City Recorder Lilly Alarcon-Strong. Youth Advisor Manuel Salazar was also in attendance. The pledge of allegiance was given.

Presentation- Hermiston School District (HSD) Updates

HSD Athletic Director Larry Usher gave information regarding: Student enrollment numbers have declined this year, study table opportunities for staff furthering their education, Highschool Welcome for upcoming freshman, Athletic updates to include Hermiston staying in the 3A League for the WIAA and how HSD was certified for this league, number of students participating in athletics and other extracurricular activities continue to increase, Officials Class which is new this year, student transfers due to athletics and possible athletic/school boundary changes, community athletic tournaments and the hope of Hermiston becoming the "Athletic Hub" in the area.

Councilor McCarthy spoke regarding the State Sendoff for Cheer and what a great event and experience that was to see.

Mr. Usher stated the Competitive Cheer Squad placed 3rd in one of their performances at the State level. This is the first year of competitive cheer. There are over 25 club sports students can participate in, this number does not include non-sport activities. Mr. Usher also spoke regarding the 7 Brides for 7 Brothers High School play, potential to add additional sports to the WIAA such as girl flag-football and more, and how that impacts the current athletics already offered.

Presentation- Umatilla County Housing Authority (UCHA) Updates

UCHA Executive Director Roger Condie presented information (attached) regarding: Statistics on Homeless Veterans; new Liberty Village Apartments funding, site, construction, amenities, timeline, layout, and more as this apartment complex will be specifically for homeless Veterans.

Mayor Drotzmann thanked Mr. Condie and UCHA for working to provide housing for those in need.

Citizen Input on Non-Agenda Items

Nick Ridling (1003 SW Olive Court)- Stated he is disappointed that the Vacancy Review Board did not interview him for his application to be on the Budget Committee. There have been concerns regarding the budget deficit and he believes he would be a good asset to this Committee and is still interested in helping with the budget. Mr. Ridling asked if the Vacancy Review Board operates in an official capacity like the other Committees created under Section 32 of the Code of Ordinances as it appears that this Board's members are the Mayor and two Councilors which he believes is a flawed and not transparent process and asked that it become an official Committee.

Kena West (690 W Sandpiper Ave)- Stated she has a difficult time understanding this process as people should be interviewed to determine who is the best candidate and then should be voted on by everyone not just a



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Regular Meeting Minutes
February 12, 2024

few people. Mrs. West stated she believes Mr. Ridling is the best candidate as he has a lot of experience with numbers and caught inconsistencies with previously presented budget numbers.

Consent Agenda Items

Councilor Linton asked to remove item E. from the Consent Agenda. Councilor Primmer moved and Councilor Linton seconded to approve Consent Agenda items A-J, with the exception of item E. to include:

- A. Confirmation to reappoint Position 4 on the Recreation Projects Fund Advisory Committee (representing Hoteliers) ending 12/31/2026 to James Whalley
- B. Confirmation to appoint Position 3 on the Parks and Recreation Advisory Committee term ending 12/31/2024 to Hunter Tibbals
- C. Recommendation to reappoint Position 1 on the Faith-Based Advisory Committee term ending 12/31/2026 to James Lafolette 1
- D. Recommendation to reappoint Position 2 on the Faith-Based Advisory Committee term ending 12/31/2026 to Terry Cummings
- F. Recommendation to reappoint Position 5 on the Budget Committee term ending 12/31/2026 to Lori Davis
- G. Recommendation to reappoint Position 6 on the Budget Committee term ending 12/31/2026 to Paul Magana
- H. Committee Vacancy Announcements
- I. Minutes of the January 22nd City Council Work Session and Regular Meeting
- J. Minutes of the January 25th & 26th City Council Goal Setting Session

Motion carried unanimously.

Items Removed from Consent Agenda

- E. Recommendation to appoint Position 4 on the Budget Committee term ending 12/31/2026 to Ed Brookshier

Councilor Linton asked if Ed Brookshier was in attendance and wanted to know who he is and what his experience is with budget and financing, as well as why the Vacancy Review Board selected him without conducting interviews.

Mayor Drotzmann stated Mr. Brookshier was not in attendance but he was the City Manager for the City of Hermiston for 25 years prior to City Manager Smith being hired.

Councilor McCarthy stated every committee application asks that the candidate list relevant experience; this is reviewed in every circumstance before the Vacancy Review Board makes a recommendation to the City Council.

Councilor Barron moved and Councilor McCarthy seconded to approve Consent Agenda Item E. Motion carried unanimously.

Resolution No. 2307 – A Resolution To Consent For Inclusion Of Territory In Umatilla County Road District

City Manager Smith gave information regarding the City consenting to the Board of Commissioners initiating the formation of the Umatilla County Road District which will include the city limits of Hermiston.

After further discussion, Councilor Primmer moved and Councilor Hardin seconded to approve Resolution No. 2307 and lay upon the record. Motion carried unanimously.



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Resolution No. 2308 – A Resolution To Authorize Bonds for Various City Projects

City Manager Smith gave information (PowerPoint Presentation attached) regarding authorizing financing to complete city projects as presented during the Council Work Session Meeting on January 22, 2024.

Public Comment

Stephanie Prosch (25 SW Cedar Drive)- Stated she is part of the Friends of Library Group and asked that the Council please approve this resolution as Libraries are important city services for growing communities.

After further discussion, Councilor McCarthy moved and Councilor Barron seconded to approve Resolution No. 2308 and lay upon the record. Councilors McCarthy, Barron, Primmer, Hardin, and Peterson voted in favor; Councilor Linton voted against. Motion carried 5-1.

Resolution No. 2309 – Designate No Parking W Dogwood Ave from NW Spruce St to NW 2nd St

City Manager Smith gave information regarding designating no parking areas to reduce the amount of nuisance parking including long-term storage in the area.

After further discussion, Councilor Hardin moved and Councilor Primmer seconded to approve Resolution No. 2309 and lay upon the record. Motion carried unanimously.

Resolution No. 2310- Adopting the Revised City Design Standards and Specifications Manual

Assistant City Manager Mark Morgan gave information regarding updating the City Design Standards and Specifications Manual as attached in the agenda packet.

After further discussion, Councilor Primmer moved and Councilor McCarthy seconded to approve Resolution No. 2310 and lay upon the record. Motion carried unanimously.

Resolution No. 2311 - Adopting the Immunity from Liability for use of Trails or Structures in Public Easement or Unimproved Right of Way Provided in ORS 105.668- City Manager Smith gave information regarding adopting provisions of ORS 105.668 as explained in the agenda packet.

After further discussion, Councilor Linton moved and Councilor McCarthy seconded to approve Resolution No. 2311 and lay upon the record. Motion carried unanimously.

Ordinance No. 2355 – An Ordinance Amending Chapters 51 and 52 of the Hermiston Municipal Code by Increasing the Due and Payable Date for Sewer, Water, and Solid Waste Bills from within Ten Days to Twenty Days- City Manager Smith gave information regarding adopting these changes to allow customers additional time to make payments on their accounts.

After some discussion, the Council thanked Customer Service staff for bringing this matter to their attention and Mayor Drotzmann requested that the first reading be by title only. Hearing no opposition, City Attorney Tovey read the ordinance by title only. Mayor Drotzmann requested the ordinance be put on for final adoption at this meeting and that the second reading be by title only. After City Attorney Tovey read the ordinance by



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title only, Councilor Primmer moved, and Councilor McCarthy seconded that Ordinance No. 2355 be adopted and become effective 30 days after adoption by the City Council. Motion carried unanimously.

Committee Reports

Parks and Recreation Advisory Committee- Councilor McCarthy gave information regarding the many different activities and programs offered through Parks and Recreation, naming the park currently called Cimmaron Park, as well as welcoming their newest member to the Committee.

EOTEC Advisory Committee- Councilor Barron spoke regarding barn expansion, HERO'S Complex, operations updates including new EOTEC branding, and hearing a presentation from members of the Pickleball group who are trying to find a permanent location. Councilor Primmer stated the Committee will meet in March instead of its next scheduled quarterly meeting.

Stepping Stones Alliance (SSA) (not a City Committee)- Mayor Drotzmann gave information regarding electrical and water well issues that SSA is completing in order for them to go online at their permanent location and thanked the community for all the support SSA has received.

Mayor's Report

Mayor Drotzmann spoke regarding:

- Thanked the Council for being able to attend the Annual Goal Setting Session and Sara Singer Wilson and the SSW Team for all the work they did to ensure a successful meeting
- Reminded the Council about the REACH Project Ribbon Cutting and Tour

Council Reports

Councilor McCarthy thanked those volunteering in committees and reminded the public that there are other ways to be involved such as running for Municipal Court Judge, Mayor, and City Council as this is an election year.

Councilor Primmer stated Representative Greg Smith will be hosting a community forum to speak and hear concerns regarding Measure 110 this Saturday from 10:00am to 11:30am at the River Front Lodge in Boardman.

Mayor Drotzmann encouraged the public to attend this event and testify in person or through Zoom.

Councilor Peterson wished Carol Clupny a happy birthday stating Mrs. Clupny is a local do-gooder and established the first Parkinson Support Group in Hermiston.

Mayor Drotzmann agreed stating the Clupny's are great volunteers and supporters of Hermiston, specifically to Funland Park and recreation.

Youth Advisory Report

Manuel Salazar spoke regarding the 7 Brides for 7 Brothers play and encouraged the public to attend, asked that the Vacancy Review Board makes sure everyone has an opportunity to represent a Committee they are interested in, and stated he has ideas on how to make the intersection on 1st and W. Highland Ave better for traffic and pedestrian flow.



Where Life is Sweet

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Mayor Drotzmann encouraged Mr. Salazar to work with City Planner Clint Spencer as this area has been and continues to be a topic of discussion and planning.

City Manager’s Report

City Manager Smith thanked City Staff to include Sam Allen, Heather La Beau, Jillian Viles, and Lilly Alarcon-Strong for working to implement a new camera system for Zoom and YouTube participants.

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

At 9:06pm Mayor Drotzmann adjourned the City Council Meeting as there was no other business and convened the Urban Renewal Agency Meeting.

HURA Resolution No. 20 - Award a Contract to Reconstruct the SE 2nd Street/Highway 395 S intersection

City Manager Smith asked the Board to consider awarding the SE 2nd Street/Highway 395 S Intersection contract to Odyssey Contracting LLC as the lowest bidder.

Member Primmer moved and Member Barron seconded to adopt HURA Resolution No. 20 and lay upon the record. Motion carried unanimously.

HURA Resolution No. 21 - Bond Authorization for North Hermiston Urban Renewal Area Infrastructure

Project- City Manager Smith asked that the Board authorize bonding for the North Hermiston Urban Renewal Area (NHURA) infrastructure project.

After further discussion, Member McCarthy moved and Member Barron seconded to adopt HURA Resolution No. 21 and lay upon the record. Members McCarthy, Barron, Primmer, Hardin, and Peterson voted in favor; Member Linton voted against. Motion carried 5-1.

Adjourn Urban Renewal Agency Meeting

Chair Drotzmann adjourned the HURA meeting at 9:12pm as there was no other HURA business.

SIGNED:

Dr. David Drotzmann, Mayor

ATTEST:

Lilly Alarcon-Strong, CMC, City Recorder

1. Introduction:

- Thank the council for the opportunity to speak.
- Introduce Liberty Village Apartments as a proposed 17-unit affordable housing complex for Veterans.

2. Project Details:

- The complex will serve Veterans earning less than 60% of the area median income.
- The site is located at 588 E. Newport Ave in Hermiston, Oregon.
- Hermiston is a rural community in Umatilla County with a population of less than 20,000.
- The Housing Authority of the County of Umatilla (UCHA) will sponsor, own, and operate the project.
- UCHA has a successful track record of developing and managing over 400 units of quality affordable housing.
- The large Veteran population in Umatilla and Morrow Counties is drawn to eastern Oregon by the Veterans Affairs Medical Center in Walla Walla, Washington.
- There is a limited number of dedicated housing units for Veterans within a 45-mile radius of Hermiston.
- UCHA has transferred Tenant Based Vouchers into Project Based Vouchers, with up to 15 vouchers allocated for this 17-unit building.

3. Need for Affordable Housing:

- Previous conversations with local Veterans Affairs and nonprofit outreach and service providers have highlighted the dire need for affordable one-bedroom units for low-income Veterans.
- Many low-income Veterans are living in extremely poor conditions, often in rural areas with limited access to services.
- Veterans at risk of homelessness are underreported.
- Affordable housing and access to services can help Veterans break cycles of poverty, housing and employment instability, and poor physical and behavioral health.

4. Project Features:

- The proposed site is owned by UCHA and has no topographical challenges, previous structures, or potentially hazardous uses.
- The project will contain 17 one-bedroom units, with 2 units accessible for people with disabilities and 6 units adaptable for accessibility.
- UCHA hopes to include 4 units set aside for Veterans experiencing severe mental illness.

- The site is surrounded by a mix of single-family homes, manufactured housing, and a city park, with easy access to amenities such as grocery stores, schools, libraries, public transportation, and the Umatilla County Veteran Affairs offices.

- The nonresidential space will include a manager's office, laundry facilities, and a large community room for onsite services, information sessions, and service referrals.

5. Partnerships and Support:

- UCHA is working on fortifying Memorandums of Understanding (MOUs) with various agencies in the area, including CCS, CAPECO, BMAC, and other veteran service providers.

- The community room will provide secure locations for a variety of community group programs, with the potential for shared office space for program providers to meet with clients.

6. Funding:

- The project has received HOME-ARP funds from Oregon Housing Community Services (OHCS), with specific requirements for the population served.

- UCHA believes this funding aligns with Oregon's push to find housing for the unhoused population.

- The primary focus will be on at-risk or currently homeless Veterans, with other categories considered if no Veterans are on the waiting list.

- The project also hopes to pursue additional subsidized funding sources, including \$850,000 from FHLB Des Moines and \$7.3 million from OHCS HOME-ARP.

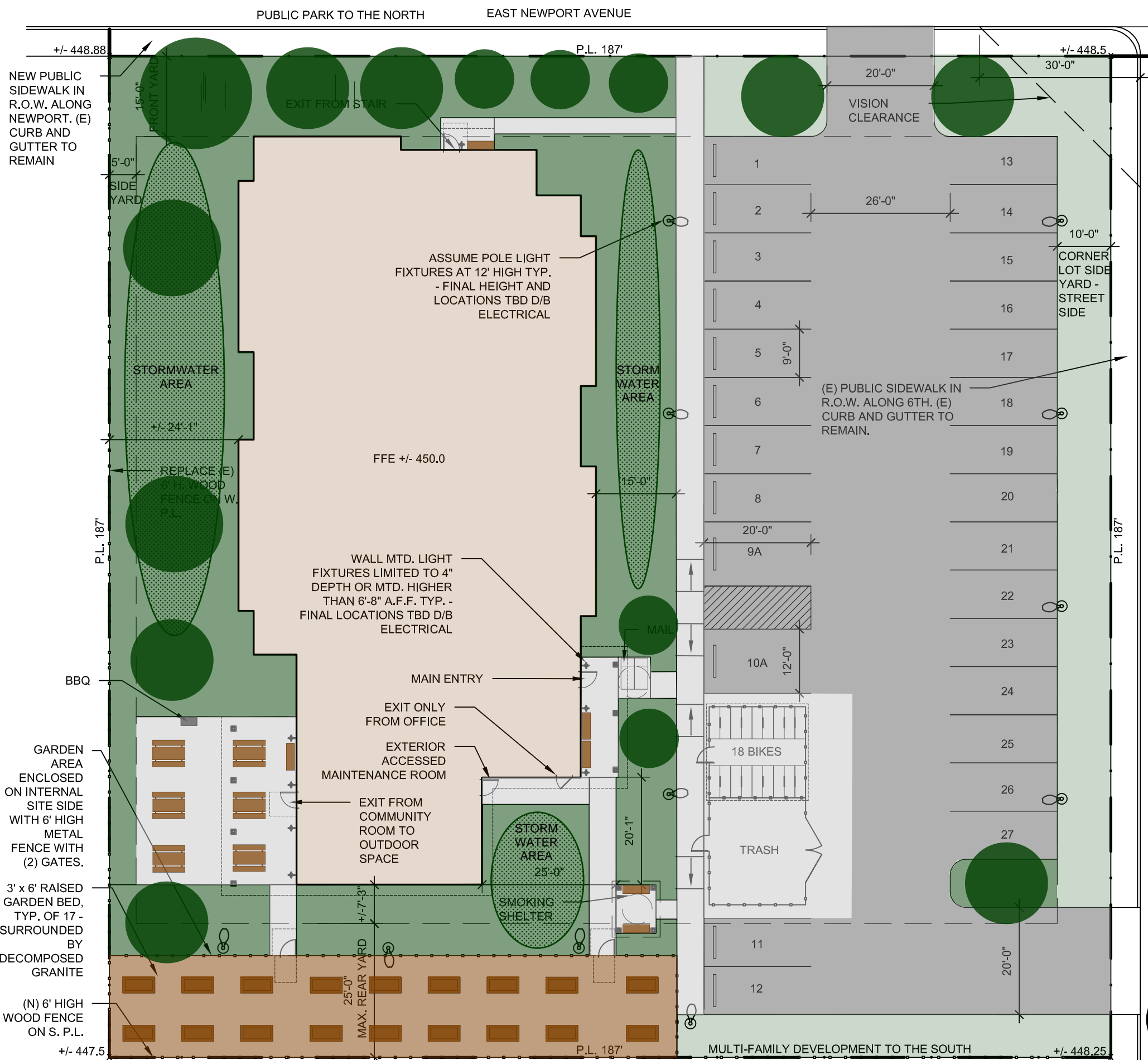
- The project is projected to be fully funded.

7. Conclusion:

- Emphasize that Liberty Village Apartments will fill a critical need for affordable housing for the local Veteran population.

- Highlight that the site location, building design, and service partnerships will encourage healthy self-sufficiency and easy access to services.

- Mention that Liberty Village will be a residential community designed to meet the unique challenges of military life.



SITE ZONING: R-3 MEDIUM-HIGH DENSITY RESIDENTIAL

- NO SPECIAL OVERLAYS OR SUB-ZONES
- NO SPECIAL ENVIRONMENTAL CONDITIONS
- NEIGHBORING SITES ZONED R-3
- MULTI-FAMILY DWELLING PERMITTED OUTRIGHT
- NO KNOWN SPECIAL ENVIRONMENTAL CONDITIONS
- NO KNOWN EASEMENTS OR ENCROACHMENTS

17 DWELLING UNITS

- (15) 1 BR AND (2) 2 BR APARTMENTS
- 2 STORIES

PARKING SPACES REQUIRED:

- 1.5 PER UNIT WITH LESS THAN 3 BEDROOMS;
- 1 SPACE PER 333 SF FOR OFFICE

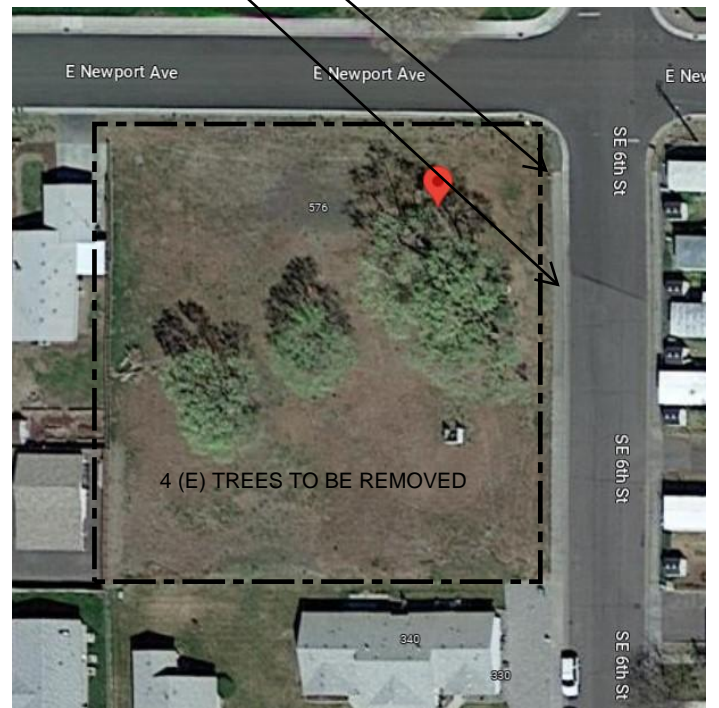
27 SPACES ARE PROVIDED

- 25 STANDARD SPACES (9' X 20')
- 2 ACCESSIBLE SPACES (12' X 20')
- 20% OF PROVIDED SPACES (6) ARE REQUIRED TO BE EV CHARGING STATION READY

- BIKE PARKING IS REQUIRED NEAR FRONT DOOR
- NO REQUIRED RATIO IS PROVIDED IN L.U. CODE
- (18) SPACES ARE PROVIDED NEAR ENTRY IN COVERED, SECURE ENCLOSURE

(E) FIRE HYDRANT

(E) SIDEWALK



1

A0

SITE PLAN

Scale: 1" = 20'-0"

date 10-9-23

d.b. ADD

BDA
Architecture & Planning, P.C.

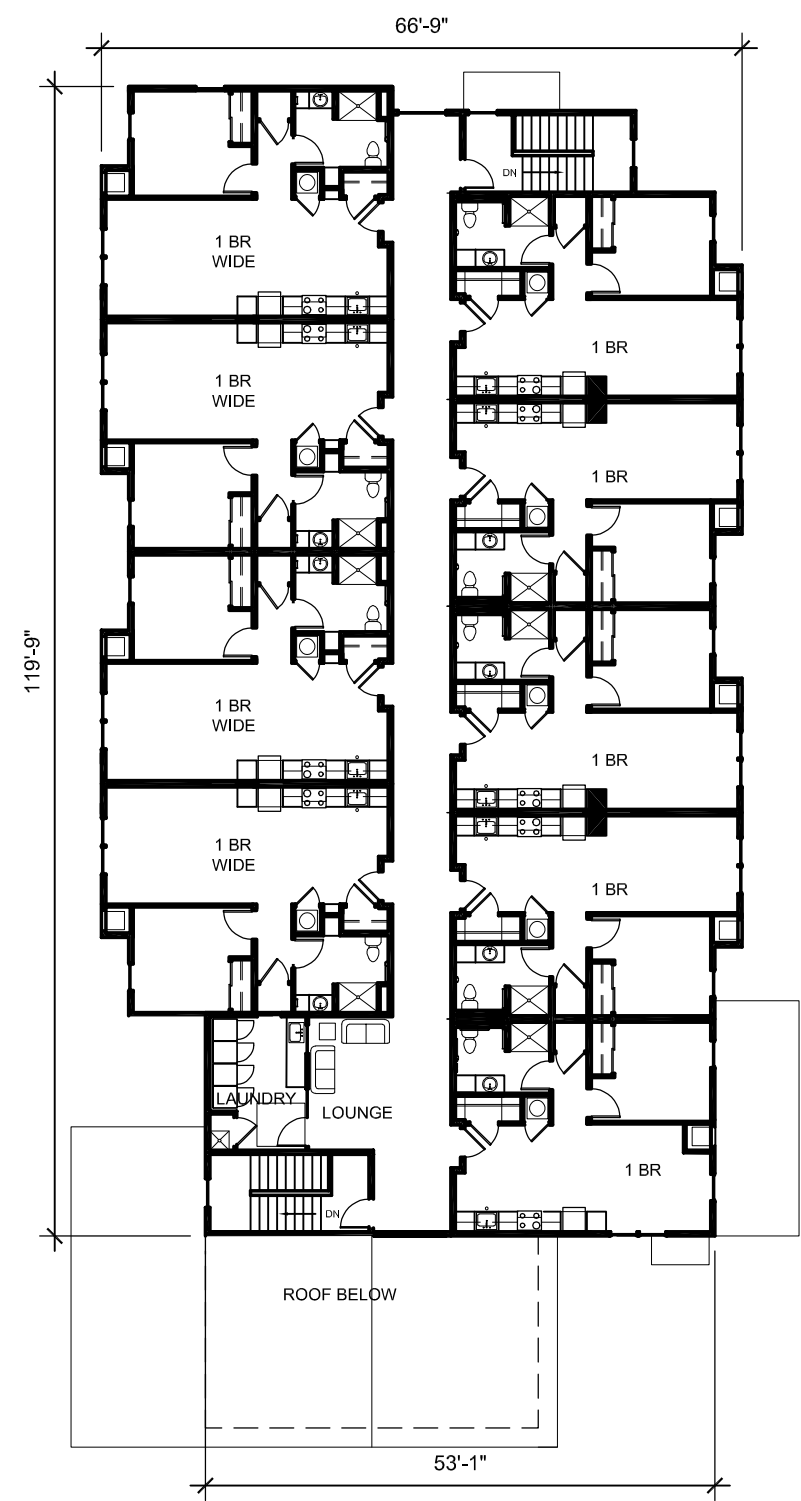
bdarch.net
541.683.8661

1369 Olive Street
Eugene, Oregon 97401

LIBERTY VILLAGE
588 NEWPORT AVENUE
HERMISTON, OREGON

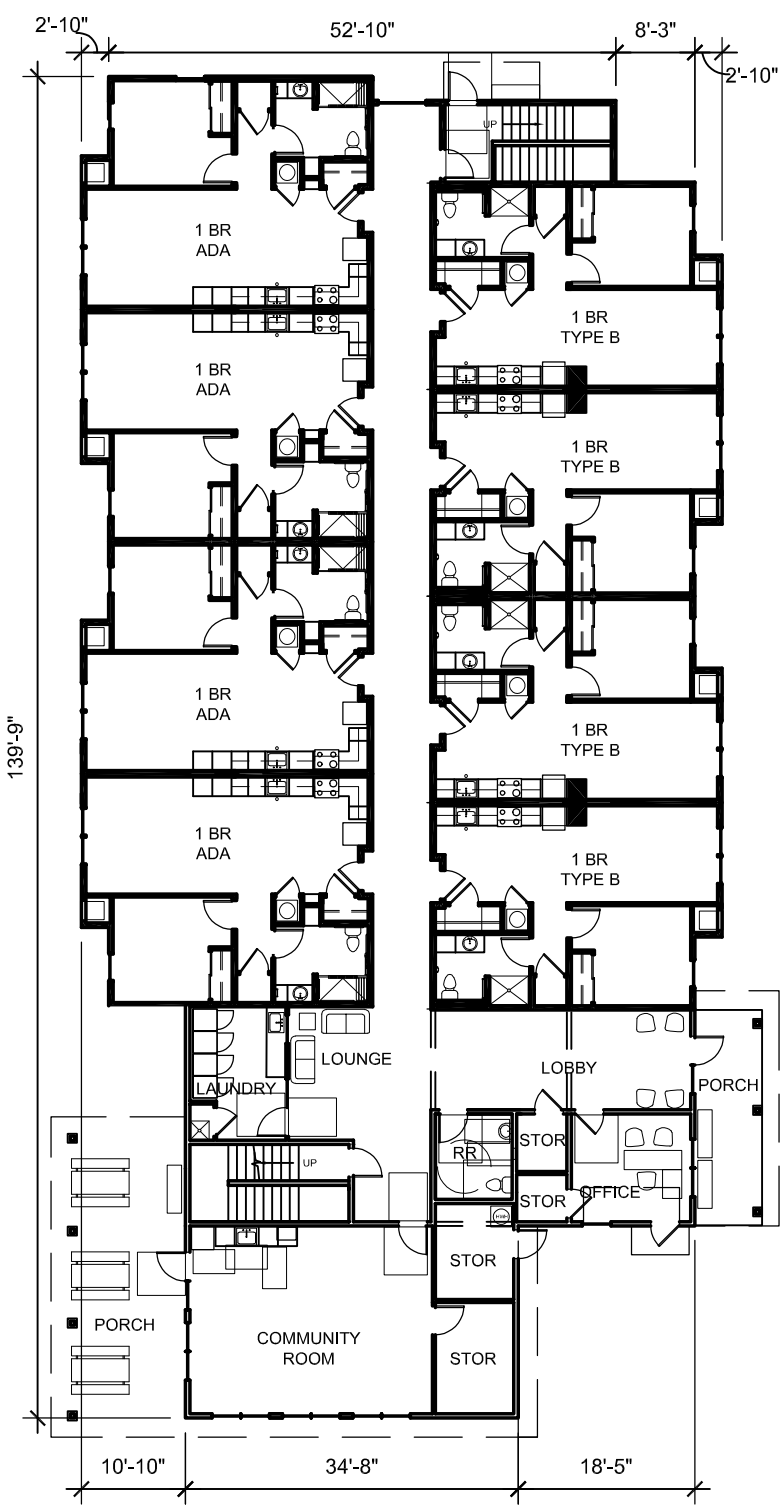
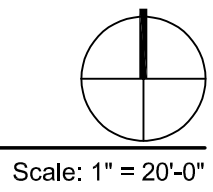
UMATILLA COUNTY HOUSING AUTHORITY & CASA OF OREGON

SITE PLAN
FULL SIZE
ON 11X17



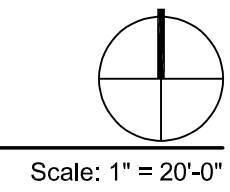
2 SECOND FLOOR PLAN

A1

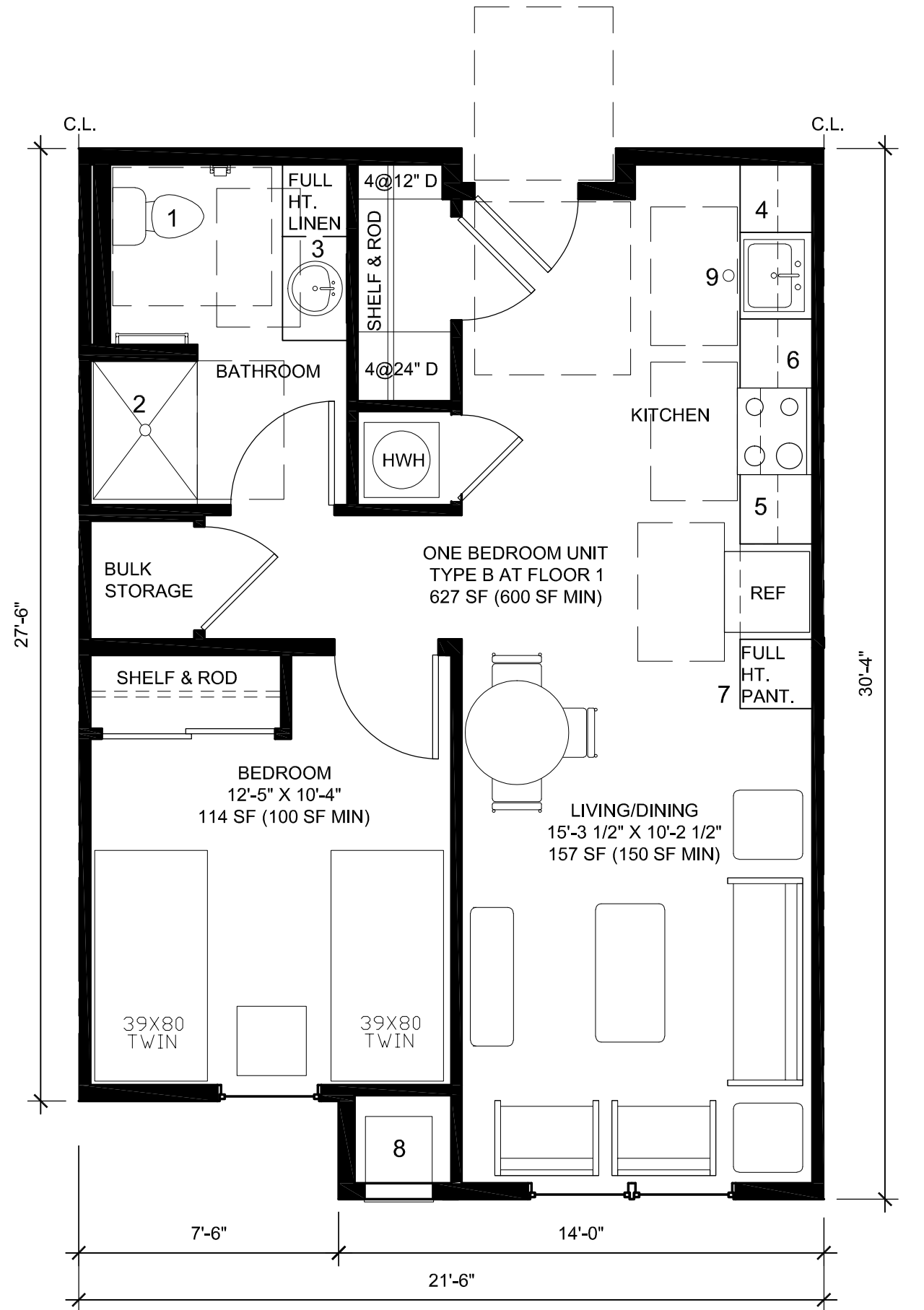


1 FIRST FLOOR PLAN

A1



- 1 - ADA HEIGHT TOILET - BLOCKING FOR FUTURE GRAB BARS
- 2 - SHOWER UNIT WITH REINFORCING FOR FUTURE GRAB BARS
- 3 - VANITY COUNTER AND FULL HT LINEN CABINET
- 4 - KITCHEN WITH 36" CTR HT., SINGLE BOWL SINK, 30" RANGE & 18 CF REF
- 5 - BASE CABINETS WITH DOORS, INCLUDE 1 BANK OF DRAWERS
- 6 - UPPER CABINETS - CABINETS WITH DOORS
- 7 - FULL HEIGHT 24" WIDE AND DEEP PANTRY CABINET
- 8 - VERTICAL TERMINAL HEAT PUMP DUCTED TO LIVING AND BEDROOM
- 9 - FLOOR DRAIN NEAR KITCHEN SINK

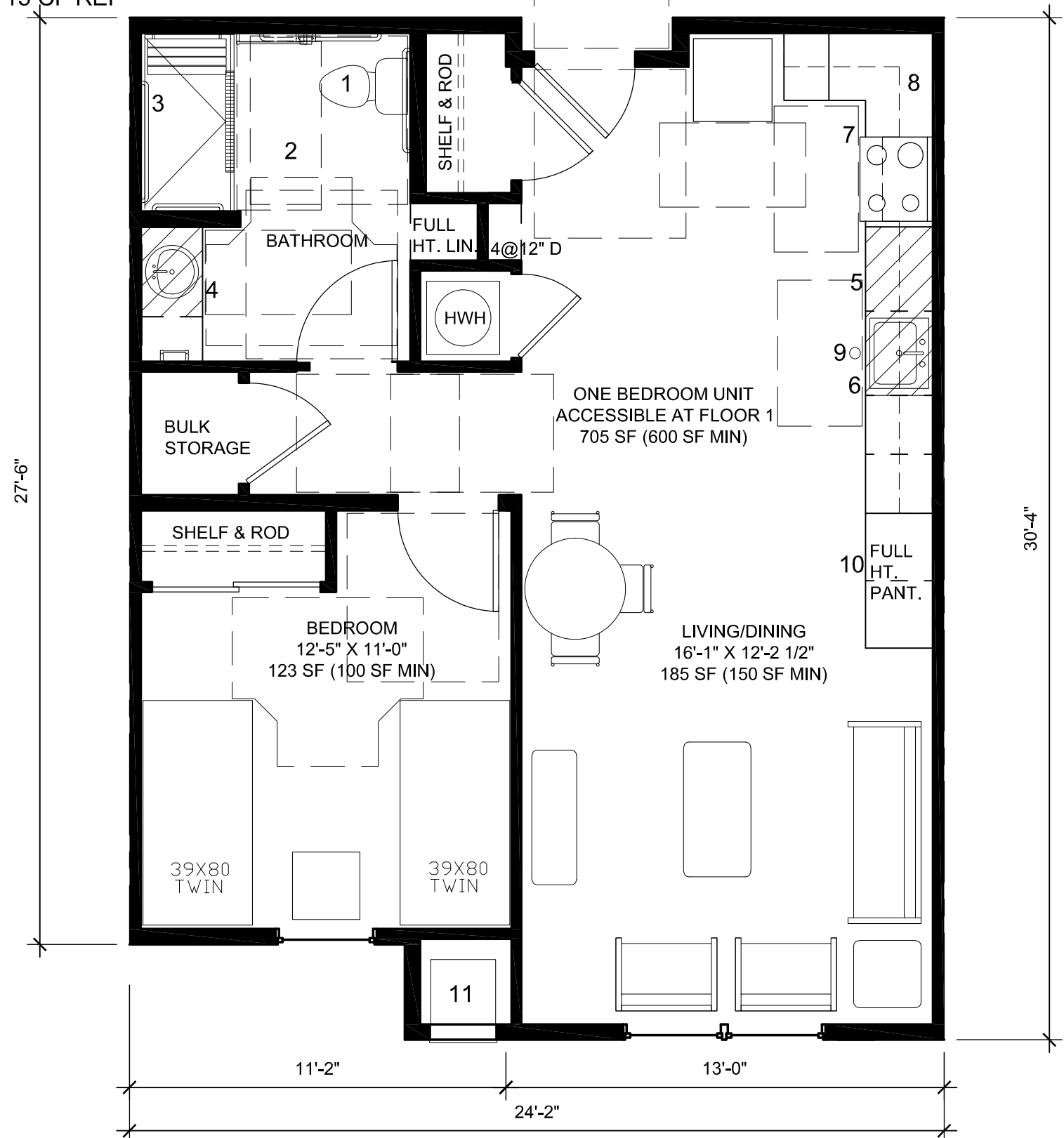


1
A2

UNIT PLANS

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

- 1 - ADA HEIGHT TOILET WITH ASSOCIATED GRAB BARS
- 2 - TILE FLOOR AND CULTURED MARBLE SURROUND AT SHOWER
- 3 - ROD, GRAB BARS AND FOLD-DOWN SEAT AT SHOWER
- 4 - VANITY COUNTER - OPEN UNDER COUNTER
- 5 - KITCHEN WITH 34" CTR HT, SINGLE BOWL SINK, 30" SLIDE-IN RANGE & 15 CF REF
- 6 - OPEN UNDER COUNTER AT SINK AND WORK SPACE NEXT TO RANGE
- 7 - BASE CABINETS WITH DOORS, INCLUDE 1 BANK OF DRAWERS
- 8 - UPPER CABINETS - CABINETS WITH DOORS
- 9 - FLOOR DRAIN NEAR KITCHEN SINK
- 10 - FULL HEIGHT 48" WIDE BY 24" DEEP PANTRY CABINET
- 11 - VERTICAL TERMINAL HEAT PUMP DUCTED TO LIVING AND BEDROOM



Section 7, Item G.

BDA
Architecture & Planning, P.C.

hdarch.net
541.683.8661
1369 Olive Street
Eugene, Oregon 97401

LIBERTY VILLAGE
588 NEWPORT AVENUE
HERMISTON, OREGON

UMATILLA COUNTY HOUSING AUTHORITY & CASA OF OREGON

UNIT PLAN
1 BR
ADA

date 10-9-23
d.b. ADD

A3

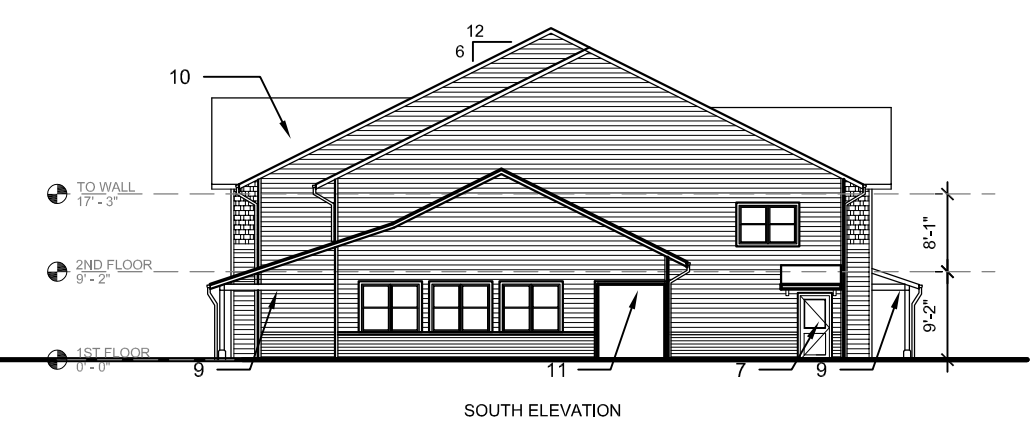
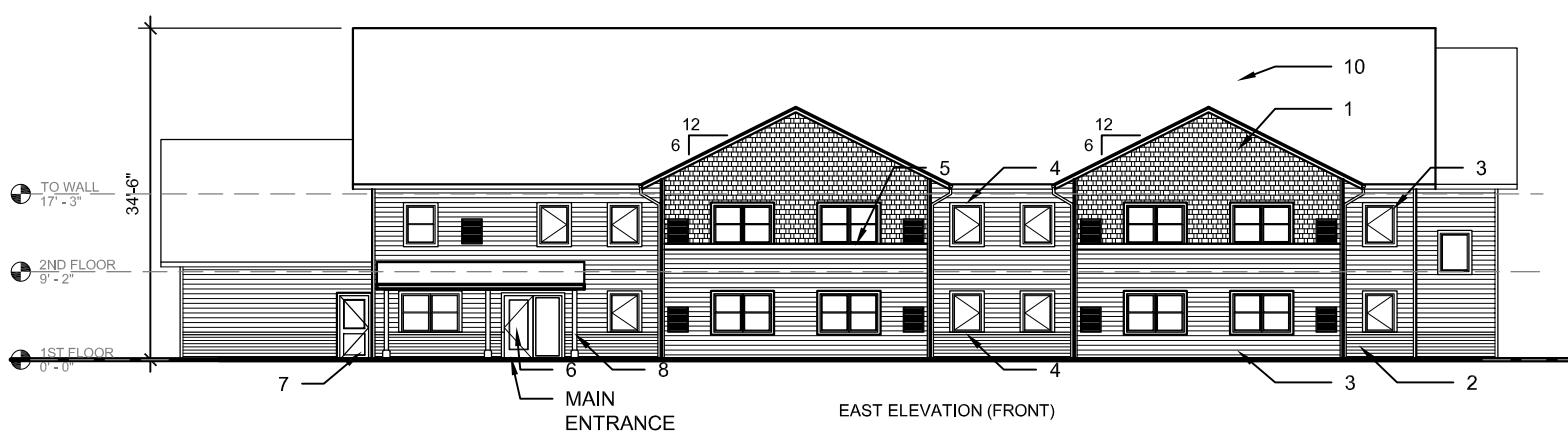
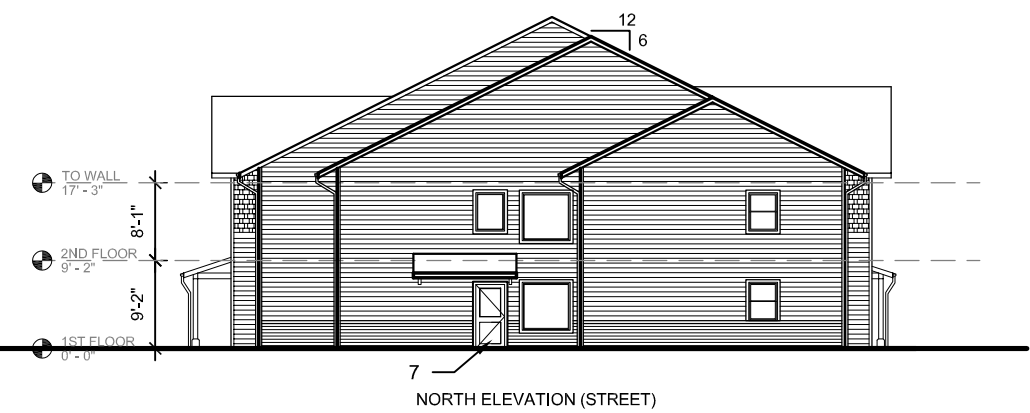
1 UNIT PLANS

A3

UNIT PLAN MEETS SECTION 504 WITH 2010 ADA DOJ (5% OF UNITS REQUIRED (1 OF 17), TYP. OF 4 UNITS PROVIDED)
UNIT PLAN MEETS 2022 OSSC AS TYPE B UNIT PER ANSI A117.1-2017 AND FAIR HOUSING DESIGN MANUAL

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

- 1 - HARDIE SHINGLE SIDING (PT-1)
- 2 - HARDIE LAP SIDING - 4" EXPOSURE (PT-2)
- 3 - HARDIE LAP SIDING - 6" EXPOSURE (PT-3, PT-4)
- 4 - HARDIE TRIM - 1/2" X 4" (DOORS, WINDOWS, CORNERS, FIRST FLOOR BELLY BAND) (PT-5)
- 5 - HARDIE TRIM - 1/2" X 8" (SECOND FLOOR BELLY BAND) (PT-5)
- 6 - FULL LIGHT DOOR WITH SIDELIGHT (PT-6)
- 7 - 2 PANEL SOLID DOOR (PT-6)
- 8 - STAINED D.F. POSTS ON 12 X 12 X 12 CONC. PIER
- 9 - STAINED D.F. BEAMS AT PORCH ROOFS
- 10 - ASPHALT SHINGLE ROOF
- 11 - PANEL SIDING FOR ELECTRIC EQUIPMENT



1 BUILDING ELEVATIONS
 A4

Scale: 1" = 20'-0"

ELEVATIONS

date 10-9-23

d.b. ADD

A4

LIBERTY VILLAGE AREA SUMMARY NOFA 2023 (10-09-2023)			
	TYPE	QUANTITY	TOTAL AREA (SF)
1ST FLOOR	RESIDENTIAL UNIT AREA		5,340
	PROPERTY MANAGEMENT OFFICE W/STOR		190
	ENTRY LOBBY		285
	COMMUNITY ROOM WITH KITCHEN & STORAGE		636
	COMMON RESTROOM		87
	LAUNDRY		155
	LOUNGE		121
	MAINTENANCE/STORAGE		125
	STAIRS		313
	CIRCULATION - CORRIDOR		758
FIRST FLOOR TOTAL AREA (GSF)		8,010	
2ND FLOOR	RESIDENTIAL UNIT AREA		5,958
	LAUNDRY		155
	LOUNGE		121
	CIRCULATION - CORRIDOR		773
	STAIRS		313
	SECOND FLOOR TOTAL AREA (GSF)		7,320
	SECOND FLOOR TOTAL AREA (EXCL. S & E)		7,007
UNIT TYPE 1 (1 BR)		8	627
UNIT TYPE 2 (1 BR - ADA/WIDE)		8	705
UNIT TYPE 3 (1 BR - NO BAY)		1	618
Total Unit Quantity and Area:		17	
Total Floor Area:			15,330
Roof Area			
Overall Site Area			34,969
Concrete Paving			3,901
Standard Asphalt Pavement			10,312
Parking Area Landscape Buffers from street and island planters			2,805
Remaining Site Area (Landscape and Stormwater)			17,951
Offsite Concrete - New sidewalk and driveway aprons			1,075

TOTAL UNIT AREA		11,298
RESIDENTIAL COMMON AREA		1,560
BACK OF HOUSE		125
PM		190
CIRCULATION		2,157
TOTAL BUILDING AREA		15,330
MULTI-FAMILY RESIDENTIAL		
Bicycle Parking*		2
Required Car Parking 1.5:1		26
Provided Parking		27
Required Accessible Parking		1
Provided Accessible Parking		2
* Bicycle parking is required near door for projects with more than 15 car parking spaces, but no required number is included in land use code.		

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DIVISION 1 - GENERAL REQUIREMENTS

Sustainability requirements:

- See "Earth Advantage Points Worksheet" requirements – Gold Certification goal
- Individual measures noted in appropriate outline specification sections

011200 Design Build

Design Build Subcontractors through General Contractor:

- 1) **Mechanical Design**
 - a) Heating and cooling system design – *Provide Vertical Terminal Heat Pumps* for dwelling units and VRF for common areas
 - b) Ventilation system design (including code required/sustainability program required ERV ventilation for dwelling units)
 - c) Duct layout and sizing
 - d) Exterior roof & wall duct penetrations
 - e) Coordination with structural, electrical and plumbing as needed
- 2) **Electrical Design Build**
 - a) Electrical service design and sizing
 - b) Electrical device layout
 - c) Light fixtures (exterior and interior)
 - d) Low voltage, fire alarm & sprinkler monitoring, phone, TV, internet
 - e) Individual unit electric meters and additional house meter
 - f) Entry intercom system connected to resident phones
 - g) Security System including camera layout
 - h) Access control system (TBD as required by owner)
 - i) Future solar as required by OHCS
 - j) Prep for 20% of parking spaces to have future EV charging per state law
- 3) **Plumbing Design Build**
 - a) Waste and supply sizing and layout
 - b) Individual unit electric hot water heaters plus additional to serve laundry and public restroom
 - c) Coordination with civil and utility for gas supply sizing (if needed for any mechanical equipment)
 - d) Plumbing fixtures (low flow as required by EA program)
 - e) Condensate drains inside wall to within 18 inches above grade (for ductless mini-splits)
 - f) Coordination with civil to connect roof drains to rain gardens
 - g) Main roof and porch roof areas with gutters and downspouts to be tied into underground stormlines piped to rain gardens.
 - h) *Provide floor drains in unit kitchens – Tying into restroom toilet stack is prohibited.*
- 4) **Fire Sprinklers:**
 - a) NFPA 13R (2016 – confirm with jurisdiction) throughout
 - b) Fire Riser in exterior accessed Storage/Utility Room or as required by Fire Marshal
 - c) Piping design and head locations

012100 Allowances

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- 1) Signage: monument sign \$5,000
- 2) Exterior furniture: \$5,000
- 3) General signage: \$7,500

014000 Quality Requirements

Sustainability requirements:

- Earth Advantage Gold
- Blower door test .30 CFM50 per SF of enclosure
- Earth Advantage Thermal Bypass Checklist

017419 Construction Waste Management and Disposal

Sustainability requirements:

- Waste management reduction plan
- Recycle job site waste (95% of all wood, cardboard and metals)
- Investigate drywall recycling in area and recycle 95% if available.

017900 Demonstration and Training

Sustainability requirements:

- Operations and Maintenance Guide
 - O&M for Owner by Contractor

DIVISION 3 – CONCRETE

033000 Cast-in-place Concrete

Sustainability requirements:

- Fly ash/Slag content between 15-24% if possible/depends on local availability.
- 1) Concrete slab at ground floor – assume typical spreadfootings and stem walls, thickened footing at interior bearing locations, spread footing at column point loads
 - 2) Porches/patios - 5" with reinforcing

035413 Gypsum Underlayment

- 1) Self-Leveling Floor underlayment
 - a. Compressive Strength: 3000 psi
 - b. Maxxon Level-Right or USG Levelrock
 - c. 1" with acoustic mat at units
 - d. 1.25" without acoustic underlayment in corridors
- 2) Assume 19.2" TJI spacing with cementitious underlayment.
- 3) No additional 1/4" plywood underlayment required under resilient flooring.
- 4) No additional acoustic mat required under resilient flooring
- 5) Ceilings (with gypsum topping):
 - a. RC Deluxe Resilient Channel from Clark Dietrich
 - b. Two layers 5/8" gyp. board

DIVISION 4 – MASONRY

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048100 Concrete Masonry Units

- 6) CMU
 - a. Density: Light or Medium weight
 - b. Texture: Ground face
 - c. Size: 8 x 16
 - d. Extent of work – Trash Enclosure
- 7) Anti Graffiti coating – See Div 9 Exterior Paint

DIVISION 5 – METALS

055000 Metal Fabrications

- 1) Fabricated bike parking hoops
- 2) Misc. beam saddles: custom and powder coated.

DIVISION 6 - WOOD AND PLASTICS

061000 Rough Carpentry

Sustainability requirements:

- Intermediate Framing Techniques per Earth Advantage
 - Insulated corners and box headers
 - Engineered I-joists at all floor framing
- 1) Engineered lumber: TJI, LVL, PSL Timberstrand rim boards, microlam (limited glulams)
 - a) Floor framing to be 11 7/8" engineered TJIs assume 19.2" o.c.
 - 2) Engineered trusses for all roofs.
 - 3) All Dimensional lumber: K.D.
 - a) Exterior walls all 2x6 U.N.O.
 - b) Interior non-bearing walls all 2x4 U.N.O.
 - c) Walls between units are double 2x4 wall (parallel walls, 1" apart) with solid wood between double top plates
 - d) Corridor and stair walls are single 2x6 U.N.O.
 - 4) Framing at 16" O.C. throughout, U.N.O.
 - 5) 9'-2" foot floor to floor: results in 8'-0" ft floor to ceiling height typical below units
 - a) If central ERV is used, assume 10' fl to fl at 1st floor
 - 6) Corridor floor framed with 2x6 joists.
 - 7) Pressure treated sills to be with Boron SBX.
 - 8) Exposed PT 6x6 posts: non-incised pt, AWD from Allweather Wood Treaters or equal.

061600 Sheathing

Sustainability requirement:

- Plywood used for all walls and roof sheathing (**no OSB**)
- 1) Walls: plywood exposure 1 APA span rating 32/16, 4 or 5 ply. Thickness: 1/2"
 - 2) Roof: plywood exterior, exposure 1, 40/20 span rated. Thickness: 5/8"
 - 3) Subflooring: T&G plywood or engineered subfloor, exterior, exposure 1, APA span rated 32/16. Or Structure Wood Edge Gold OSB. Thickness: 1-1/8"

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- 4) ¼" plywood underlayment for all resilient flooring areas without gypcrete topping, not applicable at slab on grade (typ. at stair landings).

061753 Metal-Plate-Connected Wood Trusses

Sustainability requirement:

- Raised heel trusses with insulation baffles
 - 1) 16" min. raised heel roof trusses (to maintain R-49 over wall top plate)
 - 2) Trusses at 24" O.C.

061800 Structural Glued-Laminated Timber

- 1) Architectural grade where exposed/visible
- 2) Exterior grade where exposed to weather

062013 Exterior Finish Carpentry

- 1) Fascia boards and barge boards at roof:
 - a) Pre-primed 2x8 Cedar
- 2) All other exterior trim: Hardie 5/4 x widths shown

062023 Interior Finish Carpentry

- 1) Interior Trim: interior door trim, window stool & skirt, half-wall caps and skirts:
 - a) Primed MDF
- 2) Closet shelving and clothes rods:
 - a) wire shelving system – Closet Maid or similar
 - b) Supported at 24" O.C. or as determined by manufacturer
- 3) Stair handrail
 - a) Wood with clear finish

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

072100 Building Insulation

Sustainability requirement

- Thermal Bi-pass Checklist
 - Greenguard Certified (very low formaldehyde levels)
- 1) Flat ceilings: R-60, attic blown-in
 - a) Tenting of fire sprinkler system in attics is done by the insulation installer.
 - b) R-49 perimeter at attic plate, with 16" raised heel trusses
 - 2) Exterior wall: R-23 blown-in
 - a) Knauf Jetstream Ultra Bib System
 - b) Special attention to Air Sealing penetrations before insulation
 - 3) Floor Slab perimeter:
 - a) 3" (R-15) XPS
 - 4) Sound attenuation batts : 3.5 inch min.
 - a) Public and private toilet rooms and bathrooms.
 - b) Laundry room
 - c) Offices

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- d) Party walls and corridor walls
- e) Floor/ceiling assemblies (between Floors 1 and 2)

073113 Asphalt Shingles

Sustainability requirement

- 40 year warranty or greater required
- 1) Shingles:
 - a) 40 yr. Laminated; 30 lb. Roofing felt
 - b) With Algae block
- 2) Underlayment:
 - a) ASTM D226 Type II (30lb) asphalt saturated organic or synthetic felt
 - b) 36" wide 40 mil. Rubberized asphalt self-adhering at *all roof edges*
- 3) Ridge vents:
 - a) "Shingle Vent II" by Air Vent, Inc.
 - b) 18 sq in per lin ft NFVA
- 4) Eave vents:
 - a) RS-400 vent strip by Cor-a-Vent
 - b) 9 sq in per lin ft NFVA

074600 Siding and Weather Barrier (Rainscreen siding system)

Sustainability requirements:

- House Wrap as air barrier and weather resistive barrier (WRB).
- Rainscreen drainage plane behind exterior siding
- 1) Pre-primed fiber cement siding by James Hardie:
 - a) Horizontal lap siding: exposure – 4" and 6", texture - smooth
 - b) Hardie 5/16" shingle siding
- 2) Trim: see 062013
- 3) Furring strips: 3/8" DuPont Rainvent battens
 - a) Insect screen top & bottom
- 4) Pre-manufactured Flashing Panels: "Quickflash" by Quickflash Weatherproofing Products, Inc.
- 5) Weather Resistive Barrier, WRB: Tyvek Commercial Wrap with associated "Protecto Wrap" flashings.
 - a) Seam Tape: DuPont Tyvek tape for WRB seams as recommended by the weather barrier manufacturer.
 - b) Self adhered membrane flashing (SAMF)
 - c) Protecto Wrap PW 100/40, 40 mil polyethylene faced jamb, head flashing
 - d) Protecto Wrap PS 45, 45 mil foil face sill flashing
 - e) Window Opening Sill Corner Flashing: Protecto Wrap PSDS 6" x 6" detail squares
 - f) SAMF Primer: Use either Protecto Tak Spray Adhesive or 3M 77

076200 Sheet Metal Flashing and Trim

- 1) Pre-primed and pre-finished steel sheet
 - a) Pre-primed for field paint with building siding, window trim, etc.
 - b) Pre-finished at roof edge, at base to porches or decks and at thresholds.

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- i) Colors to be selected from manufacturer's standard.
- 2) Gutter & downspout
 - a) Aluminum or prefinished steel, 26-gauge min.
 - i) Box Style Gutters prefinished, downspouts painted with building.
 - ii) Note: Fascia painted before gutter installed.
 - iii) Hidden hanger brackets with screw fasteners
 - iv) Wire ball downspout strainers
 - b) Pop rivet down spout joints

078413 Firestopping

- 1) Hilti Firestop systems for rated membrane penetrations

079200 Joint Sealants

- 1) Silicone joint sealant / stpe (hybrid) sealants:
 - a) BASF MasterSeal NP 150
 - b) All exposed exterior locations where a paintable sealant is required for fiber cement siding and trim.
 - c) Interior wet locations
- 2) Silicone Building sealants:
 - a) Dow Corning 758 Sealant (Tyvek)
All exterior locations (unexposed) where sealant comes in contact with WRB
Use Dow Corning 758 at interior air seal
- 3) Acoustical joint sealants
 - a) Usg, Pecora, or equal
 - b) At edges of all party walls and rated floor/ceiling
- 4) Latex sealants
 - a) Astm C 834, Type OP, Grade NF
 - b) All interior joints

DIVISION 8 - DOORS AND WINDOWS

081113 Steel Doors and frames

Sustainability requirement:

- Steel exterior doors, insulated to R-5
- 1) All Exterior Doors
- 2) 16-gauge steel, G60 galvanized, bonderized, and primed for field painting, commercial grade
 - a) Insulated R-5 minimum
 - i) Main entrance, Community Room: Flush - full lite with sidelight
 - ii) Stairs, Electrical room: 2-panel
 - b) Frames: 18 ga steel for paint finish, extra long screws to adhere hardware to stud beyond jamb.

081416 Flush Wood Doors

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- 1) Typical interior doors, unit entry doors (all units), common area doors:
 - a) Flush wood veneer with clear finish, solid, insulated – Assume clear finish on maple.
 - i) ½ lite at laundry rooms and managers office
 - ii) Full lite at community room
 - iii) Narrow lite at stairs
 - iv) No lite at unit entries and maintenance spaces
 - b) Rated 20 minute at all corridors.
 - c) Frames pre-finished Timely (assume black, color TBD). Rated 20 minute at all corridors doors.
- 2) Unit interior doors at one bedroom unit:
 - a) Solid core wood doors, primed for paint finish.
 - i) Swinging doors
 - b) Molded wood composite panel door, primed for paint finish.
 - i) Bi-pass closet doors
 - c) Wood frames with paint finish.
- 2) All doors NAUF

085313 Vinyl Windows

Sustainability requirements:

- U-value of 0.27 or better, SHGC of 0.35 or better low-e coating
- 21% of heated floor area max.
- Sill pan and flashings integrated into the weather barrier

- 1) VPI: Endurance series or Milgard Styleline
 - a) Min. Performance class/grade: LC 35
 - b) Color: to be selected from manufacturer's standard
 - c) Assume the more expensive of the three standard options (White, Tan or Clay)
 - d) Fixed and single hung windows throughout.

087100 Door Hardware

- 1) Light duty commercial hardware (Grade 2) w/ lever handles throughout, U.N.O.
 - a) PDQ 6200 Series for all Exterior Entry doors and common area doors
 - b) Schlage Grade 2 interconnected lockset for unit entries
 - c) Schlage S Series (Grade 2) - Jupiter for all unit interior doors
 - d) Grade 1 heavy-duty commercial closers
- 2) Brushed chrome
- 3) Interchangeable cores
- 4) Commercial Grade tracks for bi-pass doors.
- 5) Closers on all doors at exterior and corridors/stairwells
- 6) Kick plates at all doors (both sides of unit entry doors for accesible unit)
- 7) Door viewers at all unit entry doors (two at accessible unit entires)
- 8) Electronic fob-activated locking system throughout building – see Electical (TBD as required by owner)
- 9) Accessible auto-opener at main entrance
- 10) Assume panic devices on all exterior doors

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DIVISION 9 – FINISHES

Sustainability requirements:

- Third party framing lumber moisture test: moisture content to be 19% or lower before insulating and covering.
- Request Contractor report showing floor plan test locations. Request Contractor Protocol Letter prior to construction.

092900 Gypsum Board

- 1) 5/8" type 'X' throughout
 - a) 1 layer typical at inside face of all exterior walls
 - b) 1 layer typical both sides of all rated and unrated interior walls
 - c) 2 layers typical at all ceilings
 - d) Rated wall summary
 - i) All Exterior and Interior Bearing walls: 1-hr.
 - (a) Exterior wall rating required from the inside only (no exterior gyp.)
 - ii) Non-bearing Corridor walls: 30 min rating (most will be bearing)
 - iii) Stair enclosures: 1 hr. rating
 - iv) All floor/ceiling assemblies: 1-hr.
 - v) All Roof/Ceiling assemblies: 1-hr.
 - vi) Dwelling unit separation walls: 1-hr.
- 2) Moisture and mold resistant 5/8" type 'X' in all wet areas
- 3) Finish : Light Orange Peel (walls and ceilings), Level 4 finish throughout
- 4) Provide continuous gyp. Bd. behind tub/showers at fire rated walls (party and corridor)
- 5) RC channel, Sound isolation clips and hat channels:
 - a) Walls and ceilings:
 - i) RC Deluxe Resilient Channel from Clark Dietrich to be confirmed with selected assemblies

093000 Ceramic Tile

- 1) Ceramic Tile:
 - a) Accessible unit restroom – ***typical of 4 units***
 - i) Keystones by Daltile
 - ii) Tile base from same series
 - iii) Colors TBD from Groups 1 and 2
- 2) Tile System (over slab on grade):
 - a) Mapei System
 - i) Waterproofing and Crack Prevention (Aquadefense)
 - ii) Reinforcing Mesh for any vertical changes in plane
 - iii) Thin Set mortar (Ultraflex 2)
 - b) Grout
 - i) Mapei Ultracolor Plus FA
 - ii) Color TBD
 - iii) ¼" width joint

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- c) Silicone Caulk
 - i) Mapesil 100% Silicone Caulk
 - ii) EJ171

093033 Cultured Marble

- 1) Cultured Marble Shower Surround wall panel system
 - a) Accessible unit restrooms at roll-in shower – ***typical of 4 units***
 - i) China white or white on white swirl
 - ii) Gloss, satin, or pearl finish

095123 Acoustical Tile Ceilings

- 1) Corridors, community room, office, laundry
- 2) Armstrong Fine Fissure Second Look, Tegular Edge

096513 Resilient Wall Base and Accessories

- 1) Resilient base:
 - a) 4" standard toe at resilient floor areas, U.N.O.
 - b) 1-1/2" Tub Moulding along tubs and showers at floor
- 2) Transition strips:
 - a) Aluminum, as needed for smooth, triplex transition between adjacent floor materials

096516 Resilient Flooring

Sustainability requirements:

- Urea-formaldehyde free underlayment.
- Adhesives: VOC content 70 g/l or less
- 1) Sheet flooring
 - a) Public restroom, laundry:
 - i) Mannington Biospec
 - ii) 6" self cove wall base
 - iii) Heat welded seams
 - iv) Epoxy glue for 1' diameter around floor drain
 - b) Unit bathrooms (not incl. 1 accessible), interior access storage room:
 - i) Mannington Biospec
 - ii) Rubber wall base
- 2) Luxury vinyl tile (LVT):
 - a) Unit kitchen and living areas, corridors, community room, office, lounge
 - i) Direct Glue 6" x 48" vinyl plank, 2.5 mm min. thick with 20 mil wear layer
 - ii) 30 year Limited Residential Warranty
 - iii) 7 year Limited Commercial Warranty
 - iv) Rubber wall base
- 3) Rubber stair kit,
 - a) Treads, risers, skirt, landing system (including wall base)
 - b) Common stairs
 - c) Johnsonite, Tarkett, Roppe
 - d) 1/4" plywood underlayment meeting flooring manufacturer's requirements required over subfloor in areas without gypcrete (i.e. intermediate stair landings)

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096816 Sheet Carpeting

Sustainability requirements:

- 25% to 50% percent recycled content for carpet
 - CRI Green Label for carpet
- 1) Walk-Off Mat
 - a) WOM-1: Mannington “Ruffian”
 - i) Lobby entrance

099100 Paints and Coatings

Sustainability requirements:

- Interior wall and ceiling latex paints: VOC of 50 to 150 g/l.
 - Interior trim paint: max. VOC of 150 g/l.
 - Primer & 2 coats of paint.
 - Exterior paints and stains:
 - Paint Fascia before gutter is installed.
- 1) Interior:
 - a) Low VOC;
 - b) Units: assume 1 color for walls and ceiling – eggshell, and same color for door & trim in satin and same color for windowsills in High Gloss.
 - c) Public Areas: Corridors, Stairwells, Community Room, Office, Laundry, Lounge
 - i) Eggshell
 - ii) Residential floor corridor: 1 accent color each floor used near unit entires, corridor end walls, and stairwell side of door wall in each stairwell
 - iii) Up to 6 accent colors, including residential floor colors
 - d) Service areas: Storage rooms, Public restroom
 - i) High gloss
 - ii) project white
 - 2) Exterior:
 - a) Siding and trim: Assume 4 body colors, one trim color, one door color
 - b) Exposed wood at ground floor covered area: clear finish over wood ceiling, paint over AWD posts

DIVISION 10 – SPECIALTIES

101400 Signage - See Allowances

- 1) Acrylic plaques: photopolymer with raised letters & braille. 125” thick acrylic sheet, silkscreened & backpainted
 - a) Interior room labels and directional signage
- 2) Metal, post mounted
 - a) ADA parking, site directional signage
- 3) Monument sign:
 - a) Allowance

102800 Toilet and Bath Accessories

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All Dwelling Unit Bathrooms (17 total):

- 1) 1 Ea.: Grab Bar 42", 36", 24", 18", 12"
 - a) Taymor 01-C2300xx Series
 - b) Flanges with concealed fasteners, direct mount
 - c) Stainless steel, satin finish
 - d) Provide grab bars at all unit toilets (18", 36", 42")
 - e) Provide grab bars in accessible unit shower area (24", 42")
 - f) See plumbing section for factory installed grab bars in typical unit showers
 - g) Provide grab bars for 4 accessible unit only**
- 2) 1 Ea.: Toilet Paper Holder
 - a) Taymor 01-201s
 - i) Surface mounted
 - ii) Stainless steel, satin finish
- 3) 1 Ea. Towel Bars
 - a) Moen Home Care Bath Grips 2200 Series: 9" and 24"
 - i) 7/8" Diameter rod
 - ii) Stainless Steel, chrome finish
 - iii) Exposed screw mounting
- 5) 1 Ea.: Underlavatory Guards
 - a) Truebro, per plumbing submittal
- 6) 36 x 36 Mirror
 - a) 3/16" thick with machined edges, smooth
 - b) Mount with CRL 655KE Polished Chrome wall clips
- 7) Shower Curtain Rod
 - a) Taymor, 1" dia.
 - i) Flanges with concealed fasteners
 - ii) 304 Stainless steel, satin finish
- 8) Robe Hook
 - a) Ives 582
 - b) Assume mounted on back of solid core door

Public Restrooms (1 total):

- 1) Grab Bar 42", 36", and 18"
 - a. Taymor 01-C2300xx Series
 - b. Flanges with concealed fasteners, direct mount
 - c. Stainless steel, satin finish
- 4) Toilet Paper Holder
 - a) Taymor 01-201s
- 9) Underlavatory Guards
 - a) Truebro, per plumbing submittal
- 10) 24 x 36 Mirror
 - a) 3/16" thick with machined edges, smooth
 - b) Mount with CRL 655KE Polished Chrome wall clips
- 11) Paper Towel & Waste
 - a) Bobrick B-369 (recessed)

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12) Coat Hooks

- a) Ives 582

104413 Fire Extinguishers & Cabinets

1) Semi-recessed cabinet; white

- a) 2A:10BC type

b) Assume 2 per residential floor with additional 2 at floor 1 common spaces (total of 6)

105500 Postal Specialties

1) Exterior CBU post boxes and pedestals from Auth Florence or equal.

- a) Provide (2) – vital 1570-12 and 1570-8 mailboxes with additional 1590 T1 parcel box with 2 extra parcel locker to meet USPS requirement of 1 parcel locker per 5 mailboxes

i) Need 17 mailboxes, at or below 54" a.f.f.

ii) Color TBD from standard options

iii) Engraved identification numbers to contrast with selected color

DIVISION 11 – EQUIPMENT

113100 Residential Appliances

Sustainability requirements:

- Energy Star dishwasher
- Energy Star refrigerators

1) Refrigerators:

- a) 15-16 cu ft, ADA compliant, all locations (17 units and *community room*)

2) Ranges:

- a) Electric

i) Sensi-Temp technology (or similar) with sensor to reduce the risk of cooking fires on coil burners.

- b) 30" slide in for 36" counter at one-bedroom units, front controls (16 total)

c) 30" drop in for 34" counter at 1 accessible unit, ADA compliant with front controls (1 total) - cooktop height to be 34" AFF max.

3) Range Hoods: Broan 42000 series:

- a) 30" at typical units (16)

b) 36" at accessible unit (1)

c) Exhaust to the exterior

d) Switch light and fan separately on wall in accessible unit

4) Dishwashers:

- a) Two-bedroom units (2)

5) *Countertop Microwave (17 units and community room)*

DIVISION 12 - FURNISHINGS

123530 Residential Casework

1) Lanz Cabinets, Eugene

Southport Collection – melamine doors

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- a) Stain color TBD
 - b) Bow Pull BNI
 - c) Concealed hinges
 - d) Toe-kick to be plywood not OSB**
- 2) Plastic Laminate countertops (Wilsonart, Formica)
 - i) Unit kitchens and bathrooms
 - ii) 4" backsplash
 - iii) Full height splash behind range
 - b) Plastic Laminate Wainscot
 - i) 54" high wainscot in Public restroom,
 - ii) direct glue on wall with aluminum edge band, typical
 - iii) do not apply texture behind PLAM wall applications

122116 Vertical Louver Blinds

- 1) PVC, 3-1/2", at all exterior windows

DIVISION 21 – FIRE SUPPRESSION

- 1) Provide full design for NFPA 13R sprinkler system (see also Division 26 for fire sprinkler monitoring and related systems)

DIVISION 22 – PLUMBING

Sustainability requirements:

- Water efficient fixtures:
 1. Showerheads: 1.75 gpm max.
 2. Lavatory faucets: 1.0 gpm max.
 3. Kitchen faucets: 1.5 gpm max.
 4. Toilets: 1.28 gpm

Design/Build requirements:

- 1) Permit and construction drawings
 - a) Piping diagrams
 - b) Fixture locations and labels
 - c) Fixture schedules
 - d) Verify stamping requirements with local AHJ
- 2) Pipe sizing and materials:
 - a) Provide additional pipe sizing and fittings as needed
- 3) Individual unit electric hot water heaters with additional for ground floor common areas
- 4) Coordinate condensate locations from ductless minisplits, exterior wall and rated wall penetrations
- 5) Coordinate with site plumbing
- 6) **Provide floor drain in kitchen on separate stack – Tying into toilet stack is prohibited**

LIBERY VILLAGE HOUSING - HERMISTON
OUTLINE SPECIFICATIONS
2023 NOFA
Date 7-18-23
Updates in bold italics dated 10-09-2023

Bathroom and kitchen fixture schedule :

- a) Toilets: **WC-1**
 - i) American Standard Champion Pro Right Height Elongated Toilet, 1.28 gpf
 - (a) Seat with lid in residential units
 - (b) Commercial HD toilet seat in public restrooms
 - (c) ADA height in all locations
- b) Sinks:
 - i) One Bedroom Unit kitchen and Community Kitchen: **KS-1**
 - (a) Sink: Dayton **Single Bowl GE12521**, ADA depth
 - (b) Faucet: Moen Chateau 7430 series with spray handle, 1.5 gpm
 - ii) Unit bathroom: **LAV-1**
 - (a) Sink: American Standard Aqualyn Drop In Sink
 - (b) Faucet: Moen Chateau with Eco Performance Aerator Flow Restrictor, 1.0 gpm
 - iii) Public bathroom: **LAV-2**
 - (a) Sink: American Standard Declyn Wall Hung Lav
 - (b) Faucet: Moen Chateau with Eco Performance Aerator Flow Restrictor, 1.0 gpm
- c) **Showers: SH-1 at 13 units SH-1**
 - i) Enclosure: **Everfab S4836RFB 4' curbed shower reinforced for future grab bars**
 - ii) Spout/shower assembly: Moen Chateau Posi-Temp Model TL183 series tub/shower trim
- d) Showers (roll-in): **SH-2 (at 4 accessible units)**
 - i) Enclosure: ceramic tile and cultured marble – see Division 9
 - ii) shower assembly:
 - (a) Moen Chateau Posi-Temp Model TL182 series shower trim only, 1.75 gpm
 - (b) Moen Envi handheld adjustable shower head with slidebar and bracket
 - (c) Seachrome Shower Seat SLR-280225
- e) Laundry (Typical of **2 rooms** with 2 washer/dryer sets per room)
 - i) washer connection box: Guy Gray FR-12 series metal fire rated connection box
 - ii) floor drain
 - iii) utility sink: **U-1**
 - (a) sink: Dayton Single Bowl GE12521
 - (b) faucet: Moen Chateau 7430 series (no spray handle)

DIVISION 23 – MECHANICAL

Design/Build requirements:

- 1) Permit and construction drawings
 - a) Duct sizing and routing
 - b) Equipment schedules, labels, and locations
 - c) Mechanical calculations and COMcheck forms
- 2) Heating/Cooling system design
 - a) Dwelling units:
 - i) **Vertical Terminal Heat Pump Unit**
 - (a) **Located to serve both living room and bedroom with added ducting as needed.**

LIBERY VILLAGE HOUSING - HERMISTON
OUTLINE SPECIFICATIONS
2023 NOFA
Date 7-18-23
Updates in bold italics dated 10-09-2023

- (b) Control to be wired remote, not remote control style.
- b) Common areas:
 - i) Variable Refrigerant Flow (VRF) heat pump system with heat recovery
 - (a) Individual zone heating and cooling for corridors and common areas on both floors
 - (b) Assume outdoor condensing unit on site at grade and screened from view
 - (c) Common area t-stats to be in locking boxes
- 3) Ventilation at units:
 - a) Bathrooms (Unit and Common) and Storage spaces:
 - i) Individual exhaust fans , Panasonic FV-05-11VKL1
 - ii) ceiling radiation dampers
 - iii) 4" duct in floor space to exterior wall
 - iv) See ERV options to determine if bath fans are needed in all unit bathrooms
 - b) Kitchens:
 - i) Range hood vent to exterior walls at lower floor and roof at floor 2
 - c) ERV
 - i) Meet energy code and Earth Advantage requirements for ventilation with Energy Recovery Ventilator (ERV)
 - (a) Panasonic WhisperComfort Spot ERV in main living area OR
 - (b) Panasonic Intellibalance with exhaust duct from bathroom and supply to living area.
- 4) Corridors and Stairwells:
 - a) Heat and Cool corridor
 - b) Heat in stairwells (Cadet wall heaters)
 - c) Common area t-stats to be in locking boxes
- 5) Exterior wall cap duct terminations to be primed for field painting
- 6) Coordinate duct routing with lighting, plumbing, fire sprinklers

DIVISION 26 – ELECTRICAL

Sustainability requirements:

- 100% of light fixtures to be integral LED
- No recessed lights in insulated ceilings
- Use motion sensors and photocells where appropriate.

Design/Build requirements:

- 1) Permit and construction drawings
 - a) Site electrical
 - b) Electrical service design and one-line diagram
 - c) Fixture and device locations and labels
 - d) Fixture schedules
 - e) Panel schedules
 - f) Lighting COMcheck forms
- 2) Lighting and power fixtures and devices
 - a) G.C. to include allowance for light fixtures at this time.

LIBERY VILLAGE HOUSING - HERMISTON
OUTLINE SPECIFICATIONS
2023 NOFA
Date 7-18-23
Updates in bold italics dated 10-09-2023

- 3) Low voltage
 - a) fire sprinkler monitoring
 - b) phone
 - c) TV
 - d) internet.
- 4) Site power and service entrance
- 5) Coordination with Mechanical
 - a) Power for bath fans, HVAC equipment, etc.
- 6) Electric heaters (Cadet Apex 72) in bedrooms with remote, simple, non-programmable thermostat TH401
- 7) Security Camera System – Assume 16 camera system for base bid
- 8) Entry intercom system – Assume system at front door connected to resident cell phones, if determined necessary by owner
- 9) Access control system if determined necessary by owner.

Abbreviated Electrical Fixture Schedule – Light Fixtures not included

F1	Bath Fan	Panasonic FV-05-11VKL1
EWB	Electric Wall Heater Bedrooms	Cadet Apex72 W/ TH114 Thermostat

DIVISION 31 - EARTHWORK

- 1. Erosion control measures

DIVISION 32 - EXTERIOR IMPROVEMENTS

Note that no geotechnical report has been made available. Information below is from similar projects for reference and will be as directed by geotechnical engineer.

321216 Hot-Mix Asphalt Paving

- 1) Driveway and parking lots
 - a) 4" asphalt over 12 inches compacted gravel base, over filter fabric.

321313 Cement Concrete Pavement

- 1) Driveway aprons
 - a) 6" thick over min. 12" crushed rock base, leveling course
- 2) Sidewalks and patios
 - a) 4" thick over min. 12" crushed rock base, leveling course

328400 Landscape Irrigation

Sustainability requirements:

**LIBERY VILLAGE HOUSING - HERMISTON
OUTLINE SPECIFICATIONS**

2023 NOFA

Date 7-18-23

Updates in bold italics dated 10-09-2023

- Pressure regulating valves
 - Hydro-Zoning
 - Irrigation Controller features:
 - Global seasonal adjusting capabilities (0-200% adjustment)
 - Rain delay shut down feature
 - Min. 4 zones with expansion capability
 - Weather-smart controls
1. Stream Rotors (MP Rotators) at lawns. Spray heads at plant beds
 2. Irrigation distribution coverage to be head to head.
 3. Separate zones will be provided for lawn and shrub areas.
 4. Separate zones will be provided for NE and SW exposures.
 5. Coverage at piping will be 18" min. at main lines and 15" at lateral lines.
 6. 3" sand bedding will be provided below all pipes.
 7. Isolation gate valve will be provided before each automatic control valve.
 8. Manual, bronze drain valves will be provided at main line low points.
 9. Main line piping to be schedule 40 pvc.
 10. Lateral line piping to be class 200 pvc.
 11. Sleeves to be schedule 40 pvc.
 12. Irrigation heads to be 24" from buildings.

329200 Landscaping

Sustainability requirements:

- 2" of organic matter to be added to topsoil, tilled to depth of 6"-8".
 - One tree per 1,000 sf of landscape area
- 1) Planting, soil, and mulch as designed by landscape architect.

323113 Fencing & Gates

Extent of fencing – along full property lines of south side. North fence is existing to remain.

- 1) South property line:
 - a. 6' high wood fence with three rails

DIVISION 33 – UTILITIES

- 1) Domestic water
- 2) Sanitary sewer
- 3) Storm water
 - a) Detention system

AFFORDABLE HOUSING FINANCE

OHCS Awards \$7.5 Million to Help Address Rural Homelessness

The funding will assist a project that will have a focus on veterans in Hermiston.

Oregon Housing and Community Services (OHCS) recently awarded \$7.5 million in funding toward developing housing for people experiencing homelessness or at risk of homelessness in the state's rural communities.



The funding was allocated through the Homeless Housing Response and Capacity Strengthening Notice of Funding Availability and is the first award of a one-time \$25 million HOME American Rescue Plan federal investment, according to state officials.

“Strengthening local organizations and expanding housing opportunity in rural communities are essential in advancing real progress for people experiencing homelessness,” says OHCS director Andrea Bell. “They are a foundation upon which we create a future where every individual has a place to call home.”

The \$7.5 million award went to Liberty Village Apartments located in Hermiston, which will focus on veterans at risk of homelessness. This property is being built by Umatilla County Housing Authority and Casa of Oregon. Liberty Village Apartments will feature 17 homes—15 with rental assistance—primarily affordable at 30% median family income.



Overview

- Review Building Projects
- Discuss Financing Proposal



Overview

- Review Building Projects
 - Harkenrider Center
 - City Hall – IT Space
 - Library – Multi-cultural Resource Center
 - Public Safety Center
 - The Arc Building
- Two Additional Projects
 - EOTEC Barn Project
 - North Hermiston Urban Renewal Area



EOTEC Barn Project

- History/Situation
 - Completed in Summer 2018
 - Three barns (Beef, Swine, Small Animal)
 - Built ¾ of the Design Size
 - Prepared for future build
 - Fair Funding from Legislature (Two Grants)
 - \$1.277 million
 - Current Estimate - \$1.6 million
 - Fair seeking some additional funding

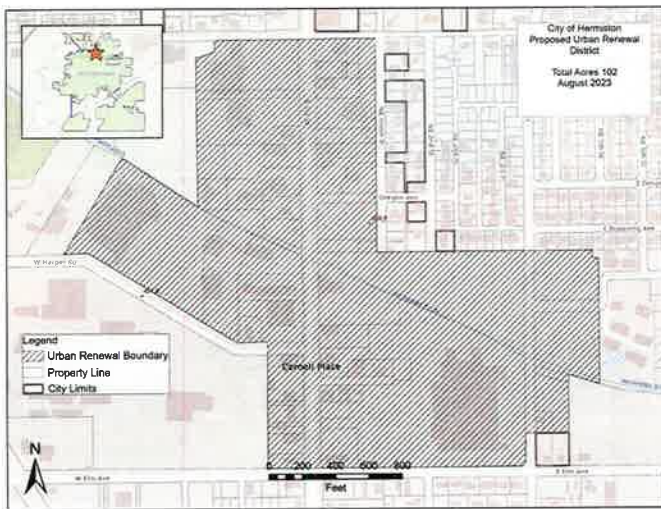


EOTEC Barn Project



North Hermiston Urban Renewal Area

- Formed in 2023
- One project – Connector Street from N. Hwy 395 to NE 4th Street
 - Includes traffic signal on N. Hwy 395
 - Includes water line
- Current Estimate - \$5.0 million



Financing Proposal

- Borrow \$20.0 million as Full-Faith and Credit Bonds
- No election required because no new tax is formed

Terms

- 20/30 Year Full-Faith and Credit Bonds
- Current Estimate (30) – 4.25% to 4.35%
- Current Estimate (30) – (~\$292,000/\$871,000)~\$1.2 mil.

\$5.0 million to be repaid by the NHURA

- Action for HURA
- City to borrow/HURA to repay
- MOU to spell out terms

\$15.0 to be repaid through EZ funds



Revenues	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
Umatilla County	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
Lamb Weston	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
PDX 138									
PDX 245					\$ 2,500,000			\$ 1,000,000	\$ 1,000,000
PDX 146								\$ 2,500,000	\$ 2,500,000
Gross Revenue	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 3,500,000	\$ 900,000	\$ 1,900,000	\$ 5,400,000	\$ 8,400,000
Liabilities									
IFA (Water Tower)	\$ (162,784)	\$ (377,484)	\$ (377,484)	\$ (377,484)	\$ (377,484)	\$ (377,484)	\$ (377,484)	\$ (377,484)	\$ (377,484)
Recreation Projects Fund	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (50,000)
City Hall Debt		\$ (460,825)	\$ (460,825)	\$ (460,825)	\$ (460,825)	\$ (460,825)	\$ (460,825)	\$ (460,825)	\$ (460,825)
Civic Project Debt						\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)
Gross Liabilities	\$ (212,784)	\$ (888,309)	\$ (888,309)	\$ (888,309)	\$ (888,309)	\$ (1,988,309)	\$ (1,988,309)	\$ (1,988,309)	\$ (1,988,309)
Annual Net Revenue	\$ 787,216	\$ 111,691	\$ 111,691	\$ 111,691	\$ 2,611,691	\$ (1,088,309)	\$ (88,309)	\$ 4,411,691	\$ 1,411,691
Cumulative Revenue	\$ 787,216	\$ 898,907	\$ 1,010,598	\$ 1,122,289	\$ 3,733,980	\$ 2,645,671	\$ 2,557,362	\$ 5,969,053	\$ 7,380,744

Revenues	FY2029	FY2030	FY2031	FY2032	FY2033	FY2034	FY2035	FY2036	FY2037
Umatilla County	\$ 400,000	\$ 400,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
Lamb Weston	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
PDX 138	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
PDX 245	\$ 1,500,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
PDX 146	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Gross Revenue	\$ 5,400,000	\$ 6,900,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 6,000,000	\$ 6,000,000
Liabilities									
IFA (Water Tower)	\$ (377,484)	\$ (377,484)	\$ (377,484)	\$ (377,484)	\$ (377,484)	\$ (377,484)	\$ (377,484)	\$ (377,484)	\$ (377,484)
Recreation Projects Fund	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (50,000)
City Hall Debt	\$ (460,825)	\$ (460,825)	\$ (460,825)	\$ (460,825)	\$ (460,825)	\$ (460,825)	\$ (460,825)	\$ (460,825)	\$ (460,825)
Civic Project Debt	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)
Gross Liabilities	\$ (1,988,309)	\$ (1,988,309)	\$ (1,988,309)	\$ (1,988,309)	\$ (1,988,309)	\$ (1,988,309)	\$ (1,988,309)	\$ (1,988,309)	\$ (1,988,309)
Annual Net Revenue	\$ 3,411,691	\$ 4,911,691	\$ 5,011,691	\$ 5,011,691	\$ 5,011,691	\$ 5,011,691	\$ 5,011,691	\$ 4,061,691	\$ 4,439,175
Cumulative Revenue	\$ 10,792,435	\$ 15,704,126	\$ 20,715,817	\$ 25,727,508	\$ 30,739,199	\$ 35,750,890	\$ 39,812,581	\$ 44,251,756	\$ 48,690,931



Revenues	FY2038	FY2039	FY2040	FY2041	FY2042	FY2043	FY2044	FY2045	FY2046	FY2047
Umatilla County										
Lamb Weston										
PDX 138	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000							
PDX 245	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000						
PDX 146	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000				
Gross Revenue	\$ 6,000,000	\$ 6,000,000	\$ 6,000,000	\$ 4,000,000	\$ 2,000,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -
Liabilities										
IFA (Water Tower)										
Recreation Projects Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Hall Debt	\$ (460,825)	\$ (460,825)	\$ (460,825)	\$ (460,825)	\$ (460,825)	\$ (460,825)	\$ (460,825)	\$ (460,825)	\$ (460,825)	\$ (460,825)
Civic Project Debt	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)
Gross Liabilities	\$ (1,560,825)	\$ (1,560,825)	\$ (1,560,825)	\$ (1,560,825)	\$ (1,560,825)	\$ (1,560,825)	\$ (1,560,825)	\$ (1,560,825)	\$ (1,560,825)	\$ (1,560,825)
Annual Net Revenue	\$ 4,439,175	\$ 4,439,175	\$ 4,439,175	\$ 2,439,175	\$ 439,175	\$ 439,175	\$ -	\$ -	\$ -	\$ -
Cumulative Revenue	\$ 53,130,106	\$ 57,569,281	\$ 62,008,456	\$ 64,447,631	\$ 64,886,806	\$ 65,325,981	\$ 63,765,136	\$ 62,204,331	\$ 60,643,506	\$ 59,082,681

Revenues	FY2048	FY2049	FY2050	FY2051	FY2052	FY2053	FY2054	FY2055
Umatilla County								
Lamb Weston								
PDX 138								
PDX 245								
PDX 146								
Gross Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Liabilities								
IFA (Water Tower)								
Recreation Projects Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Hall Debt	\$ (460,825)	\$ (460,825)	\$ (460,825)	\$ -	\$ -	\$ -	\$ -	\$ -
Civic Project Debt	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)
Gross Liabilities	\$ (1,560,825)	\$ (1,560,825)	\$ (1,560,825)	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)
Annual Net Revenue	\$ (1,560,825)	\$ (1,560,825)	\$ (1,560,825)	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)	\$ (1,200,000)
Cumulative Revenue	\$ 57,521,856	\$ 55,961,031	\$ 54,400,206	\$ 53,300,206	\$ 52,200,206	\$ 51,100,206	\$ 50,000,206	\$ 48,900,206



Issue Description	Date of Issue	Date of Maturity	Amount Issued	Amount Outstanding ⁽¹⁾
General Obligation Bonds⁽²⁾:				
Series 2011	10/28/11	08/01/24	\$ 32,320,000	\$ 135,200
Full Faith and Credit Obligations:				
Series 2013	05/08/13	12/01/32	3,195,000	2,070,000
Series 2016A⁽³⁾	09/21/16	12/01/36	4,005,000	4,005,000
Series 2016B⁽³⁾	09/21/16	12/01/32	11,525,000	7,790,000
Series 2017	03/30/17	03/01/37	6,755,000	5,150,000
Series 2020	09/23/20	06/01/50	23,695,000	20,750,000
Series 2024⁽⁴⁾	03/21/24	12/01/54		
Total Full Faith and Credit Obligations				39,765,000
Government Loans/Notes/Leases⁽²⁾:				
Umatilla Electric Cooperative⁽⁵⁾	04/12/21	06/01/31	250,000	200,000
Oregon Business Development	08/01/18	12/01/35	4,477,188	3,991,520
Capital Leases⁽⁶⁾	Various	Various	233,030	83,176
Total Government Loans/Notes/Leases				4,274,696
Total Long-Term Debt				\$ 44,174,896





Comments/ Questions?

Where Life is Sweet™



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of February 26, 2024

Title/Subject

Resolution 2312- Airport Hangar Taxilane Improvements

Summary and Background

This project will replace taxilanes at the airport which will serve a new enclosed hangar.

A set of “Open-T” hangars were built at the airport in 1982. These “hangars” consist only of a metal roof to provide protection from sun and moisture. These units are not popular with the aviation community due to their ineffectiveness against blowing sand and moisture. They are un-popular enough that there has long been an active waiting list for enclosed T-Hangars while the Open-T hangars sit at least 50% vacant. Many pilots simply keep their aircraft elsewhere rather than pay to use an Open-T.

Construction of additional enclosed hangars has been on the Airport Master Plan for many years, but the risk/reward calculation made it challenging. Additionally, there has historically never been any grant funding available for hangar facilities, as the FAA and State of Oregon highly prioritize funding for core airport infrastructure like runways and taxiways.

With the adoption of the Bipartisan Infrastructure Law (BIL), the Hermiston Airport was automatically allocated approximately \$950,000 of funding which is outside of the typical FAA requirements and restrictions; providing a unique opportunity to use grant funding to construct hangars.

Replacement of the Open-T Hangars with a 10-Unit enclosed hangar was therefore designed. Replacement on-site of the existing hangars allows for more efficient use of the airport space while saving future cost by leveraging grant funding to rebuild taxiways to access the hangars which have deteriorated to either “serious” or “failed” condition.

The overall project has been split in to two separate projects, one for rebuilding the taxilanes, and one for construction of the hangars themselves. Splitting this in to two projects allows the airport to apply twice for State of Oregon “COAR” grant funding, which has an award limit of \$250,000 per project. In early February, the Oregon Transportation Commission approved \$250,000 COAR grants for both the taxilane project and hangar construction project.

Tie-In to Council Goals

Goal #3: City Facilities: Public facilities that meet the community needs of today and the future

Fiscal Information

Grant Funds Available:	\$1,450,000
Taxilane Construction:	-\$467,388.61
<u>Hangar Construction:</u>	<u>-\$1,416,210</u>
Local Match:	\$433,598.61

The current estimate for hangar construction will become a real bid number on February 22. It is hoped that, based on current bidding environment, that figure will come in below the engineer’s estimate. Based on current estimates, the overall project of taxilane construction and hangar construction will require a local match of \$433,598.

It is estimated that, when accounting for the small amount of lost revenue from existing Open-T leases, offset by increased rents and occupancy associated with the new enclosed hangars, that the Airport will see a net increase in annual hangar rents of approximately \$26,000 per year.

Bids for the Taxilane construction portion were opened on 2/15/24, with the following bids received:

Bidder	Base Bid	Additive Bid	Grand Total
American Rock Products	\$625,930.00	\$17,000.00	\$642,930.00
Silver Creek Contracting	\$549,634.92	\$25,018.02	\$574,652.94
Granite Construction	\$513,098.50	\$24,500.00	\$537,598.50
Nelson Construction	\$503,465.00	\$21,900.00	\$525,365.00
Bolen Construction	\$438,088.61	\$29,300.00	\$467,388.61

It should be noted that the Additive Bid is the cost to demolish and remove the existing Open-T hangar. City Staff advertised the hangar for removal, and received a winning bidder who paid \$130 for the building. That bidder will have the ability to deconstruct and remove the old building in March. The additive bid is a guarantee in the event that there remains some removal items; otherwise it is anticipated that surplusing the existing building will save the project approximately \$29,000.

Alternatives and Recommendation

Alternatives

1. Award the taxilane improvements project to the lowest bidder.
2. Reject all bids and re-advertise.

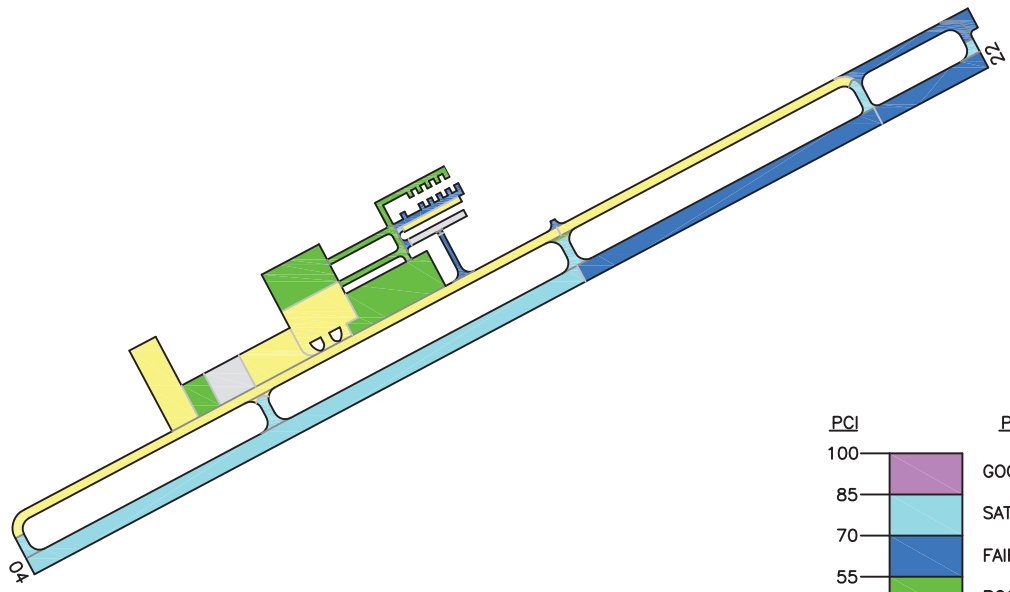
Recommended Action/Motion

Motion to approve Resolution 2312

Submitted By:

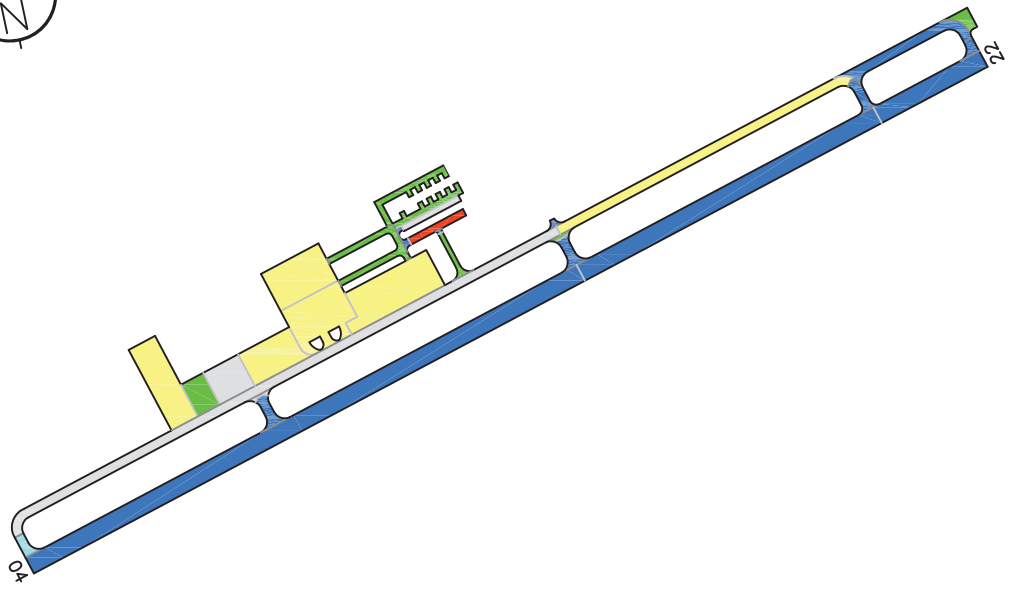
Mark Morgan

Predicted Condition in 2019.



PCI	PCR
100	GOOD
85	SATISFACTORY
70	FAIR
55	POOR
40	VERY POOR
25	SERIOUS
10	FAILED
0	

Predicted Condition in 2024.



Drawing Date: July 2014



Figure HE-5. Future Pavement Condition.

RESOLUTION NO. 2312

A RESOLUTION AWARDED A CONTRACT FOR CONSTRUCTION OF AIRPORT HANGAR TAXILANE IMPROVEMENTS AND AUTHORIZING THE CITY MANAGER TO SIGN ALL NECESSARY DOCUMENTS ON BEHALF OF THE CITY

WHEREAS, the City of Hermiston (“City”) has developed the need for improvements to the airport hangar taxilane at the Hermiston Municipal Airport; and

WHEREAS, the City has received grant funding to assist in paying for improvements to the taxilane; and

WHEREAS, notice was published, and bids were received, with Bolen Construction, LLC being the lowest responsive and responsible bidder with a bid of \$467,388.61.

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

1. That Bolen Construction, LLC is awarded the contract for the Airport Hangar Taxilane Improvements.
2. That the City Manager be, and is, hereby authorized to execute and deliver the contract to Bolen Construction, LLC with such changes, additions, deletions, and modifications as the City Manager may approve.
3. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 26th day of February 2024.
SIGNED by the Mayor this 26th day of February 2024.

Dr. David Drotzmann, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of February 26, 2024

Title/Subject

Resolution No. 2313 – A Resolution To Adopt an FY2023-24 Supplemental Budget

Summary and Background

The total supplemental budget is almost \$39 million. This includes the recently approved bonded projects as both revenue and expenses. That makes up the majority of the increase. All that shows up in the main portion of the resolution is increased expenses. All of those must be covered by an equal amount of increases in revenues. The higher level of detail is shown in the attachment. Following is a more detailed explanation of the proposed changes:

General Fund

- Made numerous decreases in expenses across many general fund departments
- Added back four months of council expenses
- Increased Planning to accommodate two large planning projects
- Increased Airport to account for increased fuel sales
- Returned two months of a Recreation Coordinator position
- Increased Police for three months of the first additional officer position
- Adjusted the transfer of Franchise Fees to Street Reserve Fund Account
- Increased Liability Insurance across all departments
- Removes Loans from water/sewer as a revenue source

Street Fund

- Made small adjustment to health insurance costs

TRT Fund

- Increases transfers out to the General Fund and other funds based on increased collections

Utility Fund

- Adjusts the recycled water department budget on a few expense items
- Removes the expense of a loan to the general fund
- Adds the expense of investing in land in the South Hermiston Industrial Park (SHIP)

Reserve Fund

- Decreases capital outlay to balance decrease in street revenue funds

Miscellaneous Fund

- Increases payments to the State building department based on increases in our permit revenue

Hermiston Energy Fund

- Increases liability insurance

Christmas Express Fund

- Increases budgeted expenses based on increases in costs

Enterprise Zone Fund

- Increases revenue and expenses based on anticipated payment from Amazon-PDX 245 agreement

EOTEC Fund

- Increases budgeted expenditures for barn expansion project
- Adjusts various cost categories to reflect the current revenues available

City Hall Construction Fund

- Allocates 2024 Bond funds to pay for IT space buildout

2024 Bond Fund

- Allocates 2024 Bond funds to pay for various projects (City Hall, HURA, EOTEC, General Fund Buildings)

General Fund Buildings Construction Fund

- Establishes a fund to pay for general fund building projects (Harkenrider, Library, Public Safety Center, Arc)

Tie-In to Council Goals

N/A

Fiscal Information

Total Supplemental Budget is \$38,808,870. This increases our total budget from \$97,034,369 to \$135,843,239.

Alternatives and Recommendation

Alternatives

1. Adopt Resolution No. 2313 without modification.
2. Adopt Resolution No. 2313 with specific modifications.
3. Direct staff to make major changes to Resolution No. 2313 and bring back at a later date.

Recommended Action/Motion

Adopt Resolution No. 2313 without modification.

Submitted By: Byron D. Smith

RESOLUTION NO. 2313

WHEREAS, ORS 294.471 permits the governing body of a municipal corporation to adopt a supplemental budget for the fiscal year for which the regular budget has been prepared if an occurrence or condition that was not known at the time the budget was prepared requires a change in financial planning or creates a pressing necessity for prompt action; and

WHEREAS, the conditions requiring a change in financial planning are listed in Exhibit A attached to and made a part of this resolution, now, therefore,

BE IT RESOLVED that due to the conditions listed in Exhibit A that were not known at the time the budget was prepared, the total budget for the City of Hermiston for the fiscal period beginning July 1, 2023 is hereby supplemented in the amount of **\$38,808,870**. The amounts for the purposes shown below are hereby appropriated:

Supplementing the Budget

GENERAL FUND

Requirements:

City Council	16,803
Manager/Legal	(2,250)
City Planning	166,150
Finance	67,045
Court	(22,900)
Airport	149,500
Building Inspection	(8,120)
Park	(8,770)
Pool	2,670
Municipal Building	(1,000)
Library	(3,500)
Recreation	9,334
Community Center	(8,200)
Harkenrider Center	(2,000)
Police Operations	34,065
Transfer to Reserve Fund	(250,000)
Non-Departmental	89,000
Contingency	66,173
Total Requirements:	294,000

STREET FUND

Requirements:

Personnel Services	21,000
Materials & Services	9,000
Contingency	(30,000)
Total Requirements:	-

TRT FUND

Requirements:	
Transfer to General Fund	100,000
Transfer to Reserve Fund	78,870
Transfer to EOTEC Operations	25,000
Contingency	(39,870)
Total Requirements:	164,000

UTILITY FUND

Requirements:	
Sewer	123,200
Capital Outlay	1,954,480
Special Payments	(673,000)
Contingency	(1,404,680)
Total Requirements:	-

RESERVE FUND

Requirements:	
Capital Outlay	(171,130)
Debt Service	25,000
Total Requirements:	(146,130)

MISCELLANEOUS FUND

Requirements:	
Special Payments	95,000
Total Requirements:	95,000

HERMISTON ENERGY SERVICES FUND

Requirements:	
Materials & Services	10,000
Contingency	(10,000)
Total Requirements:	-

CHRISTMAS EXPRESS REVENUE FUND

Requirements:	
Materials & Services	3,500
Reserve for Future Expenditures	(3,500)
Total Requirements:	-

ENTERPRISE ZONE PROJECT FUND

Requirements:	
Materials & Services	2,500,000
Total Requirements:	<u>2,500,000</u>

EOTEC FUND

Requirements:	
Materials & Services	5,700
Capital Outlay	1,600,000
Contingency	46,300
Total Requirements:	<u>1,652,000</u>

CITY HALL CONSTRUCTION FUND

Requirements:	
Capital Outlay	750,000
Total Requirements:	<u>750,000</u>

2024 BOND FUND

Requirements:	
Transfer to City Hall Construction	750,000
Transfer to HURA	5,000,000
Transfer to EOTEC	350,000
Transfer to General Fund Buildings Construction Fund	13,500,000
Contingency	400,000
Total Requirements:	<u>20,000,000</u>

GENERAL FUND BUILDINGS CONSTRUCTION FUND

Requirements:	
Capital Outlay	13,500,000
Total Requirements:	<u>13,500,000</u>

Total Appropriations **38,808,870**

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

PASSED by the Common Council this 26th day of February 2024.
SIGNED by the Mayor this 26th day of February 2024.

Dr. David Drotzmann, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER

Fund No.	Description	2023-24 Adopted Budget	Budget Supp #1 Res #2316	2023-24 Amended Budget
2	Bonded Debt Fund	626,677	-	626,677
3	General Fund	16,905,911	294,000	17,199,911
4	Street Fund	2,450,581	-	2,450,581
5	Transient Room Tax Fund	1,144,600	164,000	1,308,600
6	Utility Fund	13,537,397	-	13,537,397
8	Reserve Fund	43,494,331	(146,130)	43,348,201
11	Misc Spec Rev Fund	70,000	95,000	165,000
13	Energy Services Fund	13,113,053	-	13,113,053
15	Regional Water Fund	1,890,428	-	1,890,428
19	Christmas Express	30,000	-	30,000
20	Law Enforcement Fund	36,014	-	36,014
21	Library Fund	33,000	-	33,000
23	Enterprise Zone Project Fund	1,648,699	2,500,000	4,148,699
25	EOTEC Operations	783,644	1,652,000	2,435,644
26	IT Fund	1,270,034	-	1,270,034
32	Sr Center Const Fund	-	-	-
38	LID Fund	-	-	-
37	City Hall Construction	-	750,000	750,000
39	2024 Bond Fund	-	20,000,000	20,000,000
40	General Fund Buildings Construction Fund	-	13,500,000	13,500,000
Total		97,034,369	38,808,870	135,843,239

	2022-23 Adopted Budget	Budget Supp #1 Res	2022-23 Amended Budget
02 BONDED DEBT FUND			
Taxes & Assessments	-	-	-
Transfers In	-	-	-
Cash Forward	-	-	-
Total Resources	-	-	-
Debt Service	-	-	-
Unappropriated	-	-	-
Total Requirements	-	-	-

	2023-24 Adopted Budget	Budget Supp #1 Res #2316	2023-24 Amended Budget
03 GENERAL FUND			
Taxes & Assessments	7,425,990	-	7,425,990
Licenses & Franchises	1,468,300	-	1,468,300
Fines & Penalties	400,000	-	400,000
Interest	70,000	130,000	200,000
From Other Agencies	1,122,502	112,000	1,234,502
Service Charges	2,181,400	395,000	2,576,400
Other	788,000	(443,000)	345,000

Transfers In	2,498,035	100,000	2,598,035
Cash Forward	951,684	-	951,684
Total Resources	16,905,911	294,000	17,199,911
City Council	-	16,803	16,803
Manager/Legal	1,059,519	(2,250)	1,057,269
City Planning	464,191	166,150	630,341
Finance	697,192	67,045	764,237
Court	733,137	(22,900)	710,237
Transportation	472,000	-	472,000
Airport	320,300	149,500	469,800
Building Inspection	571,405	(8,120)	563,285
Parks	716,975	(8,770)	708,205
Landscaping	44,115	-	44,115
Pool	553,287	2,670	555,957
Municipal Building	150,790	(1,000)	149,790
Library	894,012	(3,500)	890,512
Recreation	609,596	9,334	618,930
Community Center	200,972	(8,200)	192,772
Harkenrider Center	60,010	(2,000)	58,010
Public Safety Building	43,000	-	43,000
Police Operations	6,640,489	34,065	6,674,554
Transfers Out:			
Bonded Debt Fund	216,720	-	216,720
Reserve Fund	1,046,000	(250,000)	796,000
LID Fund	-	-	-
Sr. Center Const Fund	-	-	-
IT fund	192,800	-	192,800
Capital Outlay	-	-	-
Non-Departmental	705,300	89,000	794,300
Debt Service	460,825	-	460,825
Contingency	53,276	66,173	119,449
Unappropriated Ending Fund Bal	-	-	-
Reserve for Future Expenditure	-	-	-
Total Requirements	16,905,911	294,000	17,199,911

	2023-24 Adopted Budget	Budget Supp #1 Res #2316	2023-24 Amended Budget
04 STREET FUND			
From Other Agencies	2,025,000	-	2,025,000
Miscellaneous Revenue	66,138	-	66,138
Transfers In	-	-	-
Cash Forward	359,444	-	359,444
Total Resources	2,450,582	-	2,450,582
Personal Services	712,901	21,000	733,901
Materials & Services	1,124,650	9,000	1,133,650

Capital Outlay	20,000	-	20,000
Transfers Out:			
General Fund	160,800	-	160,800
Reserve Fund	393,231	-	393,231
IT Fund	9,000	-	9,000
Contingency	30,000	(30,000)	-
Reserve for Future Expenditure	-	-	-
Total Requirements	2,450,582	-	2,450,582

	2023-24 Adopted Budget	Budget Supp #1 Res #2316	2023-24 Amended Budget
05 TRANSIENT ROOM TAX FUND			
Service Charges	1,050,000	164,000	1,214,000
Cash Forward	94,600	-	94,600
Total Resources	1,144,600	164,000	1,308,600
Materials & Services	142,500	-	142,500
Transfers Out:			
General Fund	400,000	100,000	500,000
Reserve Fund	156,000	78,870	234,870
EOTEC Operations Fund	225,000	25,000	250,000
Debt Service	146,100	-	146,100
Contingency	75,000	(39,870)	35,130
Total Requirements	1,144,600	164,000	1,308,600

	2023-24 Adopted Budget	Budget Supp #1 Res #2316	2023-24 Amended Budget
06 UTILITY FUND			
Taxes & Assessments	-	-	-
Interest	-	-	-
Service Charges	10,746,000	-	10,746,000
Transfers In	377,500	-	377,500
Cash Forward	2,413,897	-	2,413,897
Total Resources	13,537,397	-	13,537,397
Sewer	3,420,102	123,200	3,543,302
Water	2,414,692	-	2,414,692
Capital outlay	-	1,954,480	1,954,480
Transfers Out:			
Bonded Debt Fund	-	-	-
General Fund	727,900	-	727,900
Reserve Fund	1,791,536	-	1,791,536
IT Fund	38,600	-	38,600
Debt Service	2,233,057	-	2,233,057
Special Payments	673,000	(673,000)	-
Contingency	2,238,510	(1,404,680)	833,830
Total Requirements	13,537,397	-	13,537,397

	2023-24 Adopted Budget	Budget Supp #1 Res #2316	2023-24 Amended Budget
08 RESERVE FUND			
Interest Earnings	-	25,000	25,000
From Other Agencies	4,400,000	-	4,400,000
Service Charges	145,000	-	145,000
Miscellaneous Revenue	1	-	1
Non Revenue	25,929,400	-	25,929,400
Transfers In	3,860,767	(171,130)	3,689,637
Cash Forward	9,159,163	-	9,159,163
Total Resources	43,494,331	(146,130)	43,348,201
Materials & Services	831,000	-	831,000
Capital Outlay	40,120,204	(171,130)	39,949,074
Transfers Out:			
EOTEC Fund	425,600	-	425,600
Gen Fund	284,810	-	284,810
Debt Service	-	25,000	25,000
Contingency	738,323	-	738,323
Reserve for Future Expenditures	1,094,394	-	1,094,394
Total Requirements	43,494,331	(146,130)	43,348,201

	2023-24 Adopted Budget	Budget Supp #1 Res #2316	2023-24 Amended Budget
11 MISCELLANEOUS FUND			
Interest on Investments	400	-	400
Fines & Penalties	-	-	-
Service Charges	40,000	95,000	135,000
Cash Forward	29,600	-	29,600
Total Resources	70,000	95,000	165,000
Materials & Services	30,000	-	30,000
Transfers Out:			
General Fund	-	-	-
Law Enf Special Revenue	-	-	-
Special Payments	40,000	95,000	135,000
Total Requirements	70,000	95,000	165,000

	2023-24 Adopted Budget	Budget Supp #1 Res #2316	2023-24 Amended Budget
13 HES FUND			
Interest	10,000	-	10,000
Service Charges	10,158,995	-	10,158,995
Transfers In	-	-	-
Cash Forward	2,944,058	-	2,944,058
Total Resources	13,113,053	-	13,113,053

Personnel Services	218,716	-	218,716
Materials & Services	7,900,683	10,000	7,910,683
Capital Outlay	1,200,000		1,200,000
Transfers Out:			-
General Fund	171,850	-	171,850
Reserve Fund	200,000	-	200,000
Bonded Debt Fund	-	-	-
IT Fund	2,350	-	2,350
Debt Service	1,071,150	-	1,071,150
Contingency	2,348,304	(10,000)	2,338,304
Reserve for Future Expenditures	-	-	-
Total Requirements	13,113,053	-	13,113,053

	2023-24 Adopted Budget	Budget Supp #1 Res #2316	2023-24 Amended Budget
19 CHRISTMAS EXPRESS REV FUND			
Misc Revenues	15,000	-	15,000
Transfers In	-	-	-
Cash Forward	15,000	-	15,000
Total Resources	30,000	-	30,000
Materials & Services	25,000	3,500	28,500
Reserve for Future Expenditure	5,000	(3,500)	1,500
Total Requirements	30,000	-	30,000

	2023-24 Adopted Budget	Budget Supp #1 Res #2316	2023-24 Amended Budget
23 ENTERPRISE ZONE PROJECT FUND			
Transfer In	-	-	-
From Other Agencies	1,000,000	2,500,000	3,500,000
Cash Forward	648,699	-	648,699
Total Resources	1,648,699	2,500,000	4,148,699
Materials & Services	-	2,500,000	2,500,000
Transfers Out			
Utility Fund	377,500	-	377,500
Reserve Fund	50,000	-	50,000
Gen Fund	460,825	-	460,825
Contingency	760,374	-	760,374
Total Requirements	1,648,699	2,500,000	1,648,699

	2023-24 Adopted Budget	Budget Supp #1 Res #2316	2023-24 Amended Budget
25 EOTEC FUND			
Service Charges	377,000	-	377,000
From Other Agencies	-	1,277,000	1,277,000

Transfers In	650,600	375,000	1,025,600
Cash Forward	(243,957)	-	(243,957)
Total Resources	783,643	1,652,000	2,435,643
Personnel Services	482,145	-	482,145
Materials & Services	237,148	5,700	242,848
Capital Outlay	-	1,600,000	1,600,000
Transfers Out:			
General Fund	55,350	-	55,350
IT Fund	9,000	-	9,000
Debt Service	-	-	-
Contingency	-	46,300	46,300
Total Requirements	783,643	1,652,000	2,435,643

	2023-24 Adopted Budget	Budget Supp #1 Res #2316	2023-24 Amended Budget
37 CITY HALL CONSTRUCTION FUND			
Proceeds from Bonds	-	-	-
Transfers In	-	750,000	750,000
Cash Forward	-	-	-
Total Resources	-	750,000	750,000
Materials & Services	-	-	-
Capital Outlay	-	750,000	750,000
Total Requirements	-	750,000	750,000

	2023-24 Adopted Budget	Budget Supp #1 Res #2316	2023-24 Amended Budget
39 2024 Bond Fund			
Proceeds from Bonds	-	20,000,000	20,000,000
Transfers In	-	-	-
Cash Forward	-	-	-
Total Resources	-	20,000,000	20,000,000
Materials & Services	-	-	-
Capital Outlay	-	-	-
Transfers Out:			
City Hall Construction	-	750,000	750,000
HURA	-	5,000,000	5,000,000
EOTEC	-	350,000	350,000
General Fund Buildings Construction Fund	-	13,500,000	13,500,000
Contingency	-	400,000	400,000
Total Requirements	-	20,000,000	20,000,000

40 GENERAL FUND BUILDINGS CONSTRUCTION FUND	2023-24 Adopted Budget	Budget Supp #1 Res #2316	2023-24 Amended Budget
Transfers In	-	13,500,000	13,500,000
Cash Forward	-	-	-
Total Resources	-	13,500,000	13,500,000
Materials & Services	-	-	-
Capital Outlay	-	13,500,000	13,500,000
Total Requirements	-	13,500,000	13,500,000

Unappropriated	97,034,369	38,808,870	135,843,239
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Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of February 26, 2024

Title/Subject

A resolution authorizing the City Manager to apply for the matching funds for the development of Cimmaron Park.

Summary and Background

Passage of a Resolution is required by the State of Oregon for application to the Local Government Grants Program. As identified in the Resolution No. 2314, the City is required to allocate the matching funds.

Local Government Grant Program information:

The State of Oregon’s Local Government Grant Program (LGGP) has \$30 million in grant funds available in 2024. The LGGP is a competitive grant program designed to help local government agencies fund projects to acquire, develop and rehabilitate parks and public outdoor recreation areas and facilities. Eligible applicants are cities, counties, metropolitan service districts, park and recreation districts and port districts. The \$30 million is more than double the funds available last year and the most ever available in one grant cycle.

Cimmaron Park background:

The Park Agreement for Cimmaron Terrace Development outlines a collaborative effort between the City of Hermiston and the property owner, Rotschy, Inc. to develop a park as part of the Cimmaron Terrace development. Key elements include the dedication of a 8.61-acre wetland area by the owner to the city for park purposes, with additional improvements required before the city's acceptance. These improvements consisted of utility stubs, a natural surface trail loop, entrance paving with four parking spaces, and a simple kiosk.

In 2021, the City expanded the park beyond the initial 8.61 acres by purchasing an additional 0.61 acres, enhancing park accessibility, visibility, security, and green space. Under the agreement, the owner committed to dedicating the 8.61-acre parcel for the park, selling two smaller tracts to the city (.61 acres), and completing specified on-site improvements. The City, in return, agreed to purchase the additional land for \$165,000, install irrigation and decorative landscaping within 12 months of ownership, and seek further funding for playground equipment and furnishings within five years.

Grant Request:

The City of Hermiston will apply for \$400,000 in LGGP grant funding to support enhancements at Cimmaron Park. To meet the grant's matching funds requirement, the City will leverage the \$165,000 previously invested in purchasing the .61 acre tract of land designated for development within the park. This approach enables the City to fulfill the matching fund criteria for the LGGP application without additional financial allocations.

The development plan for this tract is part of the larger vision for Cimmaron Park, which includes trails and wetlands, aimed at improving park accessibility and recreational facilities on the eastern side of Hermiston. This initiative aligns with the goals of the 2020 Hermiston Parks, Recreation, and Open Spaces Plan, focusing on the installation of new playground equipment, an irrigation system, lighting, fencing and trail improvements to ensure the safety and enjoyment of the park by all residents.

These improvements are strategically planned to benefit the diverse community residing in adjacent areas, including single-family homes, a mobile home park, and multi-family units, reflecting Hermiston's commitment to creating inclusive, vibrant, and active public spaces. By utilizing the land purchase as a match for the LGGP funding, the City of Hermiston demonstrates a resourceful approach to funding critical park developments, ensuring the project's advancement and the enrichment of the community's recreational landscape. Approval of this grant application by the City Council will facilitate significant enhancements to Cimmaron Park, contributing to the overall quality of life for Hermiston residents.

Tie-In to Council Goals

Goal 2: Hermiston ensures a healthy and safe environment for all through abundant recreation and wellness opportunities, high-quality health care, collaboration with community partners, and a healthy and attractive built environment.

Fiscal Information

The City will leverage the \$165,000 purchase of 2 tracts of land as matching dollars to the Local Government Grant Program and apply for \$400,000 in grant funding for a park capital improvement plan.

Alternatives and Recommendation

Alternatives

1. Approve Resolution No. 2314 authorizing the City Manager to apply for State funding for Cimmaron Park improvements.
2. Modify the funding request in Resolution No. 2314.
3. Reject Approve Resolution No. 2314.

Recommendation

Approve Resolution No. 2314 authorizing the City Manager to apply for State funding Cimmaron Park improvements.

Requested Action/Motion

Approve Resolution No. ___ authorizing the City Manager to apply for State funding for Cimmaron Park improvements.

Submitted By:

Brandon Artz, Parks & Recreation Director

RESOLUTION NO. 2314

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR A LOCAL GOVERNMENT GRANT FROM THE OREGON PARKS AND RECREATION DEPARTMENT FOR DEVELOPMENT OF RECREATIONAL IMPROVEMENTS AT CIMMARON PARK AND DELEGATING AUTHORITY TO THE CITY MANAGER TO SIGN THE APPLICATION.

WHEREAS, the Oregon Parks and Recreation Department is accepting applications for the Local Government Grant Program; and

WHEREAS, the City desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation acquisitions, improvements and enhancements; and

WHEREAS, City Council, Parks & Recreation Advisory Committee and Staff have identified recreational improvements at CIMMARON PARK as a high priority need in Hermiston; and

WHEREAS, the City is committed to completing recreational improvements to Cimmarron Park by installing playground equipment, ADA accessible walkways, trail improvements, irrigation and turf; and

WHEREAS, the City has available local matching funds to fulfill its share of obligation related to this grant application should the grant funds be awarded; and

WHEREAS, the City will provide adequate funding for on-going operations and maintenance of this park and recreation facility should the grant funds be awarded; and

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

1. The City Council demonstrates its support for the submittal of a grant application to the Oregon Park and Recreation Department for development of recreational improvements at Cimmarron Park.
2. That this Resolution is effective immediately upon its passage.

PASSED by the Common Council this 26th day of February 2024.

SIGNED by the Mayor this 26th day of February 2024.

Dr. David Drotzmann, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of February 26, 2024

Title/Subject

Resolution 2315 Engineering Services Contract

Summary and Background

This resolution awards a contract for engineering services to Kittleson and Associates of Portland, Oregon. The contract and scope of work will prepare a Safe Streets 4 All Action Plan for the city. The contract amount is for \$280,000 and is expected to last through the end of 2024.

The city has been awarded a grant from the Federal Highway Administration for the preparation of a safety plan. This grant will focus on studying the existing rate of accidents and incidents in Hermiston and recommend both physical and policy improvements to reduce accidents. A large portion of the contract will be focused on public outreach to identify perceived hotspots and desired improvements. As noted during the goal setting session, potential snow removal solutions will also be researched in this planning effort.

Selection of a contractor utilized the traditional Request for Proposal solicitation process. The RFP was advertised in October of 2023. Three proposals were received. Sandow Engineering of Eugene, Nexus Planning of Spokane, and Kittleson of Portland all responded to the RFP. After interviewing all consultants and discussing the consultant responses with the Federal Highway Administration, Kittleson was selected as the contractor for this project.

The contract now comes before the city council for approval.

Tie-In to Council Goals

This project falls under Focus Area 1.4 – Complete Safe Streets 4 All planning.

Fiscal Information

The proposed contract is for \$280,000 for engineering services. The city has been awarded a grant for \$280,000 and of the total grant, a local match up to \$70,000 is required. The city will be reimbursed for the unmatched expenditure through an existing contract with the FHWA. Local staff time and materials are eligible as part of the local match.

Alternatives and Recommendation

Alternatives

1. Approve Resolution 2315
2. Reject Resolution 2315
3. Table

Recommended Action/Motion

Motion to approve Resolution 2315

Submitted By:

Clinton Spencer, Planning Director

RESOLUTION NO. 2315

A RESOLUTION AWARDDING A CONTRACT FOR ENGINEERING SERVICES AND AUTHORIZING THE CITY MANAGER TO SIGN ALL NECESSARY DOCUMENTS ON BEHALF OF THE CITY

WHEREAS, the City of Hermiston (“City”) has been awarded a grant from the Federal Highway Administration through the Safe Streets and Roads for All Program (“SS4A”); and

WHEREAS, the SS4A program funding is provided for the City to complete an action plan; and

WHEREAS, the City requires engineering services to complete the action plan; and

WHEREAS, a request for proposals was advertised with three proposals being received. Interviews were conducted and Kittelson & Associates, Inc. of Portland, Oregon was selected as the contractor for this project; and

WHEREAS, the proposed contract for engineering services is \$280,000.

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

1. That Kittelson & Associates, Inc. is awarded the contract to provide engineering services to complete an action plan for the Safe Streets and Roads for All grant.
2. That the City Manager be, and is, hereby authorized to execute and deliver the contract to Kittelson & Associates, Inc. with such changes, additions, deletions, and modifications as the City Manager may approve.
3. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 26th day of February 2024.

SIGNED by the Mayor this 26th day of February 2024.

Dr. David Drotzmann, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of February 26, 2024

Title/Subject

Discussion of Business License Fee Structure/Amounts

Summary and Background

As we did research related to various options related to increasing revenue to the general fund, we used as our comparable a list of cities that we use when we work with the Hermiston Police Association on collective bargaining. Staff felt that this would be the best match for cities that are like us. That list is the following:

- Baker City
- The Dalles
- Klamath Falls
- La Grande
- Ontario
- Pendleton
- Roseburg

At your places on Monday evening, I will have a summary of various approaches to Business License Fees in various cities.

Tie-In to Council Goals

N/A

Fiscal Information

Alternatives and Recommendation

Alternatives

Recommended Action/Motion

Submitted By: Byron D. Smith



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of February 26, 2024

Title/Subject

Hermiston School District Lease for Public Safety Center

Summary and Background

One of the goals of the Public Safety Center (PSC) renovations is to improve parking for both staff and the public. The Hermiston School District (HSD) owns the land to the rear of the PSC. The City has maintained the land as part of McKenzie Park for many years. The proposed lease is for ground that will be turned into parking lot. An image of the land is attached to the lease.

Tie-In to Council Goals

Public Safety Center Building Project

Fiscal Information

There is no cost to the City for the lease.

Alternatives and Recommendation

Alternatives

1. Authorize City Manager to sign lease with HSD.
2. Direct staff to change lease and bring back at a later date.

Recommended Action/Motion

Recommend authorization of City Manager to complete lease with the HSD for property behind and to the west of the PSC.

Submitted By:

Byron D. Smith

**STANDARD GROUND LEASE
AGREEMENT**

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

LANDLORD: Hermiston School District No. 8R

Real Property in Umatilla County, Oregon as
Described in Exhibit A

SUMMARY OF LEASE TERMS

1. **Leased Property.** Approximate gross ground area in Real Property: 0.396 acres.
2. **Lease Term.** Thirty (30) years, commencing with the Commencement Date specified in this Lease.
3. **Construction.** Tenant will be responsible for construction of any Improvements on the Real Property, in accordance with the terms of this Lease.
4. **Rent.** The rent of ninety-nine dollars (\$30) is due on the Commencement Date referenced in this Lease.
5. **Insurance, Maintenance.** Tenant will insure the property. Tenant will maintain the Property in good condition and repair during the lease term, in accordance with the terms of this Lease.
6. **Utilities; Taxes.** Tenant will pay for all utilities serving the Property and in the event governmental entities are required to pay property taxes and assessments will pay all property taxes and assessments on the Property during the lease term.

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STANDARD GROUND LEASE

DATED: **March 15, 2024**

BETWEEN: Hermiston School District No. SR
305 SW 11th St.
Hermiston, OR 97838 **LANDLORD**

AND: City of Hermiston
180 NE 2nd Street
Hermiston, OR 97838 **TENANT**

Tenant wishes to lease from Landlord the following real property (the "**Real Property**") located in the City of Hermiston, County of Umatilla and State of Oregon.

Certain land, containing approximately 0.396 acres of gross land area, as more particularly described in Exhibit A hereto.

NOW, THEREFORE, Landlord hereby leases the Real Property to Tenant, and Tenant hereby leases the Real Property from Landlord, subject to and within the following terms and conditions of this Lease:

1. Definitions; Term; Possession.

1.1 Certain Definitions. The following terms shall, when capitalized, have the meanings set forth below:

(a) "**Improvements**": any and all buildings, parking improvements and signs, and all grading, paving, drainage, striping, lighting, landscaping and other site improvements constructed on the Real Property at any time by Tenant or its subtenants.

(b) "**Property**": Real Property and all Improvements now or hereafter located thereon, including Improvements constructed by Tenant consistent with the terms of this Lease.

1.2 Term. The term of this Lease shall be for a period of thirty (30) full lease years (three hundred and sixty (360) calendar months), beginning on July 1, 2024 (the "Commencement Date"). Notwithstanding the provisions of this paragraph, the parties acknowledge that they are bound to each other in accordance with the terms of this Lease from and after the date of mutual execution of this Lease, subject to the conditions set forth in this Lease.

1.3 Tenant's Work. Tenant shall develop the Property in accordance with this Lease.

1.4 Acceptance of Property. Tenant accepts the land and all other aspects of the Property in its present condition, AS IS. Landlord shall not be required to perform any work to ready the Property for Tenant's occupancy.

2. Rental.

2.1 Rental Payment. At the commencement of this Lease, Tenant will make a one-time payment of thirty dollars (\$30) to Landlord for a rental term of thirty (30) years when Landlord invoices Tenant.

3. Taxes; Utilities; Insurance.

3.1 Net Lease. It is the intent and effect of this Lease that rental paid by Tenant shall be a net return to Landlord. Landlord shall not be responsible for payment of any taxes and assessments, operating expenses, or any other costs, expense, charge or premium under this Lease relative to the Property. Such rental shall be paid to Landlord throughout the lease term, free of any charges, assessments, impositions or deductions of any kind. Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder. Tenant shall pay all costs, expenses and charges of every kind and nature relating to the Property which may arise or become due or payable during or after (but attributable to a period falling within) the lease term.

3.2 Taxes.

(a) Personal Property Taxes. In the event the Property ever becomes subject to personal property taxes, Tenant shall pay when due all personal property taxes assessed against its personal property, equipment, or trade fixtures on the Property.

(b) Real Property Taxes and Assessments. In the event the Property ever becomes subject to real property taxes, Tenant shall pay any and all taxes, assessments and public charges ("taxes") pertaining to the Property, and other land and improvements (if any) covered by the tax statement. Tenant's obligation to pay taxes will begin on the Commencement Date. Taxes for the year in which the Lease commences and terminates will be prorated and adjusted for any partial year. Tenant will pay taxes within ten (10) days after receipt of Landlord's notice of the amount due from Tenant. Should Tenant wish to secure a property tax exemption, Tenant shall be responsible for complying with all applicable filing and application requirements related to such exemption, including the requirements described in ORS 307.147, ORS 307.166, and OAR 150- 307.166.

(c) Tenant's Election to Contest. If the Property is separately assessed, Tenant may withhold payment of any tax or assessment on the Property if a good-faith dispute exists as to the obligation to pay, so long as Landlord's property interest is not jeopardized. If the Property is subjected to a lien as a result of nonpayment, Tenant shall provide Landlord

with security or assurances reasonably acceptable to Landlord that Tenant can and will satisfy the lien before enforcement against the Property.

(d) Additional Impositions. If at any time during the lease term, a tax, excise or assessment is levied or assessed against the Property or against Landlord by reason of Landlord's interest therein or the rentals payable under this Lease, or with respect to the development of income by this Lease, such taxes, excises on rent or assessments shall, to the extent of the amount, be deemed to be additional taxes which are the obligation of Tenant to pay pursuant to this Lease, provided that the foregoing shall not apply to (i) any estate, inheritance or succession tax, (ii) any county, state or federal transfer tax imposed on account of any transfer of Landlord's interest in the Property or this Lease, (iii) any capital tax or similar tax, and (iv) except only to the extent of any new governmental imposition in substitute (in whole or in part) for taxes and assessments referenced in paragraph 3.2(b), any income, business and occupation or other tax on the net income of Landlord with respect to this Lease.

3.3 Utilities. Tenant will be responsible for all charges for services and utilities incurred in connection with the use, occupancy and operation of the Property, including (without limitation) charges for electricity, gas, telephone service, telecommunications, water and sewer. Tenant agrees to pay, prior to delinquency, all charges for such utilities used by Tenant at the Property.

3.4 Insurance and Damage. Tenant shall maintain and comply with all insurance requirements.

4. Use of Property.

4.1 Permitted Use. Tenant shall use the Property for city purposes, in particular for construction and operation of a public safety center, and for no other purpose.

4.2 Compliance with Legal Requirements. In connection with its use, Tenant shall, at its expense, put, keep and maintain the Property at all times in compliance with all applicable laws, rules, regulations and ordinances of all federal, state, county, municipal and other public authorities having or claiming jurisdiction, and all recorded covenants, conditions and restrictions affecting the Property (collectively, the "Legal Requirements"), including those regarding maintenance, operation, and use of the Property and appliances on the Property (including signs).

4.3 Hazardous Substances. Tenant shall comply fully with all applicable Legal Requirements pertaining to the protection of human health and the environment, including, but not limited to, employee and community right-to-know laws and all Legal Requirements regarding the use, generation, storage, transportation, treatment, disposal or other handling of hazardous substances ("Environmental Requirements"). Tenant shall promptly advise Landlord in writing of any hazardous substances regulated by such laws that are used, generated, manufactured, stored, transported or otherwise handled on the Property. Tenant shall exercise extreme care in handling any hazardous substances and shall not cause or permit hazardous substances to be spilled, leaked, disposed of or otherwise released on or

from the Property or on, under or into the remainder of the Property. The only hazardous substances permitted on the Property are cleaning products and other materials in ordinary quantities which are used in the ordinary course of business and necessary for the conduct of Tenant's business and which Tenant uses in strict compliance with all applicable Environmental Requirements. The term "hazardous substances" is used in its very broadest sense, and refers to materials which because of their quantity, concentration, or physical, chemical, or infectious characteristics may cause or pose a present or potential hazard to human health or the environment when improperly handled, treated, stored, transported, disposed of, or otherwise managed. The term shall include, but is not limited to, all hazardous substances, hazardous materials and hazardous wastes listed by the U.S. Environmental Protection Agency and the state in which the Property is located under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, and the Federal Water Pollution Control Act, and comparable state statutes and other Environmental Requirements, whether currently in effect or subsequently adopted or promulgated.

4.4 Infectious Wastes. Subject to the limitations stated in paragraphs 4.2 and 4.3, Tenant shall cause any infectious wastes to be stored, discarded, treated, transported and disposed of in strict compliance with all applicable Legal Requirements and Environmental Requirements. Tenant shall defend, indemnify and hold Landlord harmless for, from, and against any and all claims threatened or made in any way related to infectious wastes, and shall reimburse Landlord for any expenses incurred, including (without limitation) the cost of professional services and experts' and attorneys' fees.

4.5 No Offensive Activities. Tenant shall not conduct or permit any activities on the Property that create a nuisance or damage the reputation of the Property or are offensive to Landlord or other owners or users of adjoining property.

4.6 Supervision. Tenant shall keep the Property clean and orderly and in accordance with the professional operation of Tenant's business. Tenant will supervise its employees and cause Tenant's agents, independent contractors, employees, customers, suppliers, and invitees to conduct their activities in such a manner as to comply with the requirements of this Lease.

5. Maintenance and Alterations.

5.1 Tenant's Obligations. Tenant, at its expense, shall put, keep and maintain at all times the Property (including, without limitation, the land, parking areas, sidewalks, landscaping, Improvements, and all above ground and underground water and utility lines servicing the Property from the point of connection on the Property to the main line, whether on-site or outside the boundaries of the Property, and all personal property, fixtures and equipment) in good repair, operating condition, working order and appearance, and shall make all exterior and interior repairs, renewals, and replacements necessary to that end. Landlord shall have no obligation to make any repairs or perform any maintenance on the Property.

5.2 Alterations. All alterations shall be made in a good and workmanlike manner. Any alterations and fixtures installed by Tenant (other than trade fixtures and equipment) shall become part of the Property and belong to Landlord on expiration or termination of this Lease, except as Landlord may otherwise require pursuant to paragraph 11.2 or as specifically approved in writing.

5.3 Restoration After Damage. If fire or other casualty causes damage to the Property, there shall be no rent abatement or reduction. Tenant shall proceed promptly to restore the Property to a condition comparable in function and value to that existing prior to the damage, provided that Tenant shall have the right to terminate this Lease, upon written notice to Landlord within sixty (60) days after the date of casualty, if in the last thirty-six (36) months of the lease term or any renewal term, there is damage to the Property that makes it impracticable or economically unreasonable for Tenant to rebuild (in which event Tenant shall raze any damaged Improvements whose removal is required by Landlord, and clean up any debris, and the proceeds of Tenant's casualty insurance, and/or amounts covered by deductibles or self-insured arrangements, applicable to the damaged Improvements and fixtures, shall be paid to Landlord).

6. Indemnification and Liability.

6.1 Indemnification of Landlord. To the fullest extent permitted by law, including but not limited to ORS 271.380, Tenant shall indemnify, defend, reimburse, and hold harmless Landlord and its officers, employees, and agents (the "Indemnified Parties") for, from, and against any and all threatened, alleged, or actual claims, suits, allegations, damages, losses, liabilities, expenses, and judgments, including, but not limited to, those which relate to personal or real property damage (including to the Property itself or otherwise), personal injury or death, attorney and expert/consultant fees and costs, and both economic and non-economic losses, to the extent arising out of or related to (a) Tenant's use of the Property; (b) any action or inaction of Tenant or its agents, design professionals, consultants, contractors, subcontractors, suppliers, employees, customers, or invitees at any tier; (c) any condition of the Property which is the responsibility of Tenant under this Lease, including Tenant's obligations under paragraph 4.3 of this Lease; (d) the conduct of Tenant's business or any activity, work or things done, permitted or suffered by Tenant in or about the Property (including, but not limited to, Tenant's work under paragraph 1.3; (e) any breach or default in the performance of any obligation of Tenant under this Lease; and/or (f) any goods sold by Tenant from the Property (including product liability and other claims). If claims are asserted against any Indemnified Party by Tenant, anyone directly or indirectly employed by Tenant, or anyone for whose acts Tenant may be liable, Tenant's indemnification obligation and other obligations under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable to the employee by or for Tenant under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6.2 Landlord's Liability. Landlord shall have no liability to Tenant for acts of other tenants or users of adjacent property or acts of any third party, or for any defect in the Property which is the responsibility of Tenant under this Lease, or for any interruption or failure in the supply of utilities or services to the Property.

6.3 Disclaimer of Landlord's Responsibilities. Landlord shall not under any circumstances be liable to pay for any work, labor or services rendered or materials furnished to or for the account of Tenant. Nothing contained in this Lease shall be deemed or construed in any way as constituting the request or consent of Landlord, either express or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement of, alteration to, or repair of the Property or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials on behalf of Landlord that would give rise to the filing of any claim against Landlord's interest in the Property.

7. Condemnation.

7.1 Substantial Taking. If the entire Property is condemned, or if a portion is taken which causes the remainder to be unsuited to the use permitted hereunder (even if restoration or alteration of the Property or other areas were made pursuant to paragraph 7.2), then this Lease shall terminate as of the date upon which possession of the Property is taken by the condemning authority. The net condemnation proceeds shall be divided between Landlord and Tenant in proportion to the value of their respective interests in the Property immediately prior to the termination of this Lease. Landlord shall have the right to offset any amounts in default that Tenant owes Landlord pursuant to this Lease against any proceeds payable to Tenant under this paragraph.

7.2 Partial Taking. In the event of a partial taking by condemnation of the Property, means of access or roadway as described above, and paragraph 7.1 does not apply, the net condemnation proceeds attributable to the partial taking of the Property shall be made available to Tenant to make necessary repairs and alterations to the Property (as appropriate) so as to permit Tenant to continue its operations and to restore the Property. The base rent shall be abated during the period of restoration to the extent the Property is not reasonably usable for Tenant's use during the course of restoration. Any net condemnation proceeds from the taking which are not used to repair, alter, and restore the Property shall belong to Landlord. After restoration, the base rent shall not be reduced.

7.3 Transfer in Lieu of Condemnation. Sale of the Property to a purchaser with the power of eminent domain in the face of a threat or the probability of the exercise of the power shall be treated as a taking by condemnation.

8. Transfers by Tenant.

8.1 Prohibition of Transfer. Tenant shall not assign, mortgage, pledge, hypothecate or encumber the Property or Tenant's leasehold estate, or sublet any portion of the Property, or license the use of any portion of the Property, or otherwise transfer any interest in the Property (whether voluntary, involuntary, by operation of law or otherwise) (collectively, all of the foregoing are a "transfer"), without the prior written consent of Landlord, which will not be unreasonably withheld. Landlord may withhold consent in its

discretion to any proposed transfer for which Landlord's consent is required under this paragraph and shall not be liable in any respect for failure to give consent. Any attempted transfer without consent shall be null and void and, at the option of Landlord, will cause termination of this Lease. If Tenant requests consent to a proposed transfer, Tenant or the prospective transferee will pay a review fee of two thousand five hundred dollars (\$2,500) at the time of the request, for application to Landlord's expenses (legal and administrative) in reviewing the request for consent to transfer, which expenses will be paid by Tenant or the prospective transferee but will not exceed two thousand five hundred dollars (\$2,500).

8.2 Notice and Consent. If Tenant desires to transfer any interest for which Landlord's consent is required under paragraph 8.1, Tenant shall, in each instance, notify Landlord at least thirty (30) days before the effective date of such intended transfer and will pay the review fee stated above. Tenant's notice will contain reasonable detail concerning the nature of the proposed transaction, the date thereof, the identity of the transferee and nature of its business, the financial worth of the transferee and its prior business experience (if applicable), the transferee's business and financial references, and such financial statements and other information as Landlord may require. If Landlord consents to the proposed transfer, a condition to such consent is that the transferee shall agree in writing for the benefit of Landlord to be bound by and to comply with the terms of this Lease (except that this sentence will not apply to any lender who only holds a secured interest in Tenant's personal property).

8.3 Obligations After Transfer. The giving of such consent in one instance shall not preclude the need for Tenant to obtain Landlord's consent to further transfers. If Tenant is permitted to make any transfer, Tenant and any guarantor(s) or co-obligors of Tenant's obligations under this Lease shall not be relieved of their respective obligations but shall remain primarily liable to Landlord for performance of all such obligations.

8.4 Transfer to Private Entity. In the event Landlord consents to Tenant's transfer of any interest in the Property to a private entity ("Successor Entity"), the following additional provisions shall govern Landlord's relationship with Successor Entity:

(a) **Notice of Nonresponsibility.** If Successor Entity constructs Improvements, Landlord shall be entitled to post upon the Property a Notice of Nonresponsibility and maintain the same upon the Property throughout the construction period.

(b) **Selection of Contractor.** If Successor Entity constructs Improvements, Successor Entity shall obtain Landlord's approval of Successor Entity's contractor before commencement of construction.

(c) **Liens.** Successor Entity shall pay as due all claims for work done on or for services rendered or material furnished to the Property, and shall keep the Property free from any liens, except that Successor Entity may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Landlord's property interest is not jeopardized. If Successor Entity fails to pay such claim or to discharge any lien, Landlord may do so and collect such amount as additional rent. Amounts paid by Landlord hereunder shall bear interest and be repaid by Successor Entity as provided in paragraph 10.4. Such

payment by Landlord shall not constitute a waiver of any right or remedy Landlord may have because of Successor Entity's default.

(d) Contest by Successor Entity. If Successor Entity withholds payment of a claim and a lien is filed as a result of nonpayment, Successor Entity shall (within ten (10) days after knowledge of the filing) secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other security satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorneys' fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

9. Default.

The following shall be events of default:

9.1 Payment Default. Failure of Tenant to make any rent or other payment under this Lease within five (5) days after receipt of written notice or invoice that such rent or other payment was not received when due.

9.2 Unauthorized Transfer. Tenant makes any transfer without Landlord's prior written consent, as (and to the extent) required under paragraph 8.1.

9.3 Abandonment of Property. Tenant abandons the Property, for which purpose "abandons" means a failure by Tenant to occupy and use the Property for one or more of the purposes permitted under this Lease for a total of six (6) months or more during the lease term, unless such failure is excused under other provisions of this Lease.

9.4 Default in Other Covenants. Failure of Tenant to comply with any other term or condition or fulfill any other obligation of this Lease within twenty (20) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be remedied fully within the twenty (20) day period, this requirement shall be satisfied if Tenant begins correction of the default within the twenty (20) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable (but shall nevertheless cause the default to be fully remedied not later than sixty (60) days after the date of Landlord's first notice).

10. Remedies on Default.

Upon default, Landlord may exercise any one or more of the following remedies, or any other remedy available under applicable law:

10.1 Termination. Landlord may terminate Tenant's right to possession of the Property and Tenant's rights under this Lease by giving written notice to Tenant of Landlord's election to terminate Tenant's right to possession of the Property, and this Lease shall terminate as of the date of such notice. In the event of such termination, Landlord may recover damages from Tenant as provided in paragraph 10.4.

10.2 Retake Possession. Landlord may re-enter and retake possession of the Property, without notice, by summary proceedings, force, any other applicable action or proceeding, or otherwise. Landlord may use the Property for Landlord's own purposes or relet it upon any reasonable terms without prejudice to any other remedies that Landlord may have by reason of Tenant's default. None of these actions will be deemed an acceptance of surrender by Tenant.

10.3 Continuation of Lease. Landlord may, at Landlord's option, elect not to terminate this Lease, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Property. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent and any other charges as they may become due under this Lease. Notwithstanding any provision of this Lease, upon an event of default by Tenant, Landlord shall mitigate its damages to the extent required by and in accordance with Oregon law.

10.4 Damages for Default. Whether or not Landlord retakes possession or relets the Property, Landlord may recover all damages caused by the default (including, but not limited to, attorneys' fees relating to the default, and costs of reletting). In addition to all charges required by this Lease and the reasonable cost of necessary physical changes to relet the Property, Landlord shall be entitled to recover from Tenant all damages and expenses reasonably incurred by Landlord by reason of Tenant's default, including, but not limited to, the reasonable cost of recovering possession of the Property, reasonable expenses of re-leasing, including necessary alteration or repair of the Property required in connection with the re-leasing of the Property, and reasonable attorneys' fees. Tenant shall immediately pay such sums to Landlord upon demand, together with interest at the lesser of either nine percent (9%) per annum or the maximum rate of interest permitted by law.

10.5 Cure of Tenant's Default. Without prejudice to any other remedy for default, Landlord may perform any obligation or make any payment required to cure a default by Tenant. The cost of performance, including attorneys' fees and all disbursements, shall immediately be repaid by Tenant upon demand, together with interest from the date of expenditure until fully paid at the lesser of either nine percent (9%) per annum or the maximum rate of interest permitted by law.

11. Obligations and Rights at Expiration.

11.1 Condition of Property. Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver and surrender the Property in a good and orderly condition. Depreciation and wear from ordinary use for the purpose for which the Property was let need not be restored, but all repairs for which Tenant is responsible shall be completed to the latest practical date prior to such surrender.

11.2 Improvements. All Improvements that Tenant may construct on the Property will be the property of Tenant during the term of this Lease and any such Improvements remaining on the Property at the expiration or earlier termination of this Lease (if any) will become a part of the realty and will be the property of Landlord. Landlord will also have the

right to require Tenant to demolish and remove any Improvements. Should Landlord so elect, it will provide written notice to Tenant to remove the Improvements at least thirty (30) days before the end of the lease term or early termination of the Lease by Landlord. Upon receipt of such notice, Tenant shall demolish and remove any Improvements, fill any excavation, and restore all damage caused by such removal within a period not to exceed ninety (90) days. If Tenant fails to do so, this shall be an abandonment of the Improvements and Landlord may retain the Improvements and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within twenty (20) days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place any personal property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, restoration, transportation to storage, and storage, with interest on all such expenses as provided in paragraph 10.4.

11.3 Fixtures. Upon expiration of the lease term or earlier termination on account of default or other event, Tenant shall remove all of its furnishings, furniture, and trade fixtures that remain the property of Tenant and restore all damage caused by such removal.

11.4 Holdover. If Tenant does not vacate the leased premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this Lease (except that the term will be month to month), or to eject or otherwise lawfully remove Tenant from the Property and recover damages caused by wrongful holdover. Failure of Tenant to remove Improvements, furniture, furnishings, or trade fixtures which Tenant is required to remove under this Lease shall constitute a failure to vacate to which this paragraph shall apply if the property not removed substantially interferes with occupancy of the Property by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant. If a month-to-month tenancy results from a holdover by Tenant, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than thirty (30) days prior to the termination date which shall be specified in the notice.

12. Warranty of Quiet Enjoyment; Prior Matters.

12.1 Warranty of Quiet Enjoyment. Subject to paragraph 12.2, so long as Tenant complies with all terms of this Lease, Tenant shall be entitled to peaceable and undisturbed possession of the Property free from any interference by Landlord or those claiming through Landlord.

12.2 Prior Matters. Landlord's estate in the Property and Tenant's leasehold estate in the Property are subject to the liens or restrictions of (a) any matters or documents of record (the "**Matters of Record**"), including the effect of any covenants, conditions, restrictions, easements, mortgages or deeds of trust, rights of way or any construction, operation and reciprocal easement agreement (the "**REA**"); and (b) the effect of any zoning laws of the state, county and municipality in which the Property is located. Tenant agrees that (i) Tenant and all persons in possession of Tenant's leasehold estate or holding under Tenant will

conform to and will not violate the terms of any REA or any other Matters of Record, and (ii) this Lease is subordinate to the REA, if any, and any amendments or modifications thereto. If the REA, if any, is not of record as of the date of this Lease, then this Lease shall automatically become subordinate to the REA upon recordation of the REA. Tenant agrees to execute and return to Landlord within ten (10) days after written demand therefor by Landlord an agreement in recordable form satisfactory to Landlord subordinating this Lease to the REA. Any REA shall not prevent Tenant from using the Property for the purposes set forth in paragraph 4.1.

13. General Provisions.

13.1 Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this Lease.

13.2 Modifications. This Lease may not be modified except by instrument in writing, dated and signed by the parties. Landlord shall not be bound by any statement of any agent or employee modifying this Lease.

13.3 No Appurtenances. This Lease does not create any rights to light and air, any rights or interests in parking facilities, any view rights, or any other rights, easements or licenses, by implication or otherwise, except as expressly set forth in this Lease or its exhibits. This Lease is an unsubordinated lease covering the Property, and any financing by Tenant will encumber only Tenant's leasehold interest. Landlord will not subordinate the fee title or Landlord's interest to any mortgage or other lien securing any financing by Tenant.

13.4 Nonwaiver. No waiver will be effective unless it is in writing, is signed by an authorized person, and otherwise meets the requirements for a modification of this Lease. Waiver of performance of any provision shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other provision.

13.5 Succession. Subject to the limitations on transfer of Tenant's interest, this Lease shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns.

13.6 Inspection. Landlord or its authorized representatives may enter at any reasonable time after such advance notice as is reasonable under the circumstances (except in cases of emergency, for which no advance notice is required) to determine Tenant's compliance with this Lease, to make necessary repairs, to show the Property to a prospective party desiring to acquire Landlord's interest, or (during the last eighteen (18) months of the lease term) to show the Property to any prospective tenants.

13.7 Attornment. In the event of the exercise of the power of sale under any mortgage or trust deed made by Landlord covering the Property, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.

13.8 Estoppel Certificates. Within ten (10) days after Landlord's written request,

Tenant shall deliver a written statement stating the date to which the rent and other charges have been paid, whether the Lease is unmodified and in full force and effect, and any other matters that may reasonably be requested by Landlord. Failure to do so within such ten (10) day period will be a default under this Lease and will not require further notice from Landlord or grace period to cure. In addition, Tenant hereby grants to Landlord an irrevocable power of attorney, coupled with an interest, to execute, in Tenant's name and stead, any estoppel certificate or subordination instrument required under this paragraph, if Tenant fails to do so within such ten (10) day period.

13.9 Notices. Any consent, approval, notice, or demand (individually, and collectively, a "Notice" or "Notices") which may be or is required or permitted to be given by either party to the other hereunder shall be in writing. All Notices shall be sent by United States mail, certified or registered mail, return receipt requested, or by a recognized overnight courier service (such as Federal Express), or personally. Notices are effective on receipt. Each party shall give notice to the other or to its address for Notices by written Notice to the other. Unless a party designates another address for Notice (by Notice given pursuant to this paragraph), Notices shall be sent to the following addresses:

If to Landlord, then to:

Hermiston School District No. 8R
 305 SW 11th Street
 Hermiston, OR 97838
 Attn: Superintendent
 Telephone No.: 541-667-6000

If to Tenant, then to:

City of Hermiston, Oregon
 180 NE 2nd Street
 Hermiston, OR 97838
 Attn: City Manager
 Telephone No.: 541-567-5521

For the purpose of this Lease, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the Notice to the address specified pursuant to this paragraph as shown on the return receipt or by the records of the courier, (ii) the date of actual receipt of the Notice by the office of the person or entity specified pursuant to this paragraph, or (iii) in the case of refusal to accept delivery or inability to deliver the Notice, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt by the sending party of the Notice that the Notice has been refused or cannot be delivered.

13.10 Relationship of Parties. The relationship of the parties to this Lease is that of landlord and tenant. Landlord is not a partner or joint venturer or joint employer with Tenant in any respect or for any purpose in the conduct of Tenant's business or otherwise.

13.11 Applicable Law. The Property is located in the State of Oregon. The parties agree that the law of that state shall be applicable for all purposes, including construing and determining the validity of this Lease, determining the rights and remedies of the parties in the event of default and other matters.

13.12 Prior Agreements. This Lease is the entire, final, and complete agreement of the parties with respect to the matters set forth in this Lease and supersedes and replaces all written and oral agreements previously made or existing by and between the parties or their representatives (including, without limitation, any letter of intent) with respect to such matters.

13.13 Validity of Provisions. If any of the provisions contained in this Lease shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions contained in this Lease shall not be affected.

13.14 Paragraph Headings. The headings to the paragraphs in this Lease are included only for the convenience of the parties and shall not have the effect of enlarging, diminishing, or affecting the interpretation of its terms.

13.15 Joint and Several Liability. In the event Tenant now or subsequently consists of more than one person, firm, entity or agency, then all such persons, firms, entities or agencies shall be jointly and severally liable as Tenant under this Lease.

13.16 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity, except to the extent specifically waived or modified by this Lease.

13.17 Landlord's Obligations. The term "Landlord" (as used in this Lease) shall be limited to mean and include only the person or entity holding the interest of lessor/landlord under this Lease (or any mortgagee-in-possession, during the time period of its possession), at the time in question. In the event of any transfer(s) of the title of the Property, Landlord (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved of its liabilities accruing from and after the date of such transfer.

13.18 No Offer or Option. The submission of this Lease for examination by Tenant does not constitute an offer or an option to lease the Property, nor is it intended as a reservation of the Property for the benefit of Tenant. On the contrary, it is expressly understood that this Lease shall not be effective or binding upon the parties until it is fully executed by both Tenant and Landlord.

13.19 Recording; Quitclaim. Tenant shall NOT file or record this Lease without the specific prior written consent of Landlord, but Landlord will execute a good and sufficient memorandum of lease for purposes of recording (if required by Tenant), which Tenant may

record at Tenant's expense. Upon expiration or earlier termination of this Lease, Tenant shall promptly execute, acknowledge and deliver to Landlord any quitclaim deed or other document required by Landlord or a title company to remove the cloud of this Lease from the Property and to evidence the termination of interests in the Property held by the parties by, through, or under Tenant (including, without limitation, any security interests).

13.20 Authorship. This Agreement is a jointly negotiated work product and authorship shall not be ascribed to any particular party.

13.21 Third Parties. Nothing in this Lease, expressed or implied, is intended to confer on any person, other than the parties or their respective heirs, executors, administrators, successors, assigns and sublessees, any rights or remedies by reason of this Lease and in no event shall any third party be deemed a third-party beneficiary hereunder.

13.22 Exhibit. The following exhibit to this Lease is attached hereto and by this reference incorporated herein.

Exhibit A Property Legal Description

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

LANDLORD:
HERMISTON SCHOOL DISTRICT 8R

TENANT:
CITY OF HERMISTON

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of February 26, 2024

Title/Subject

January 2024 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 January 2024 Financial Report as presented.

Submitted By:

Mark Krawczyk, Director of Finance

January 2024 Financial Report



Where Life is Sweet

Department of Finance
January 2024
(Unaudited)

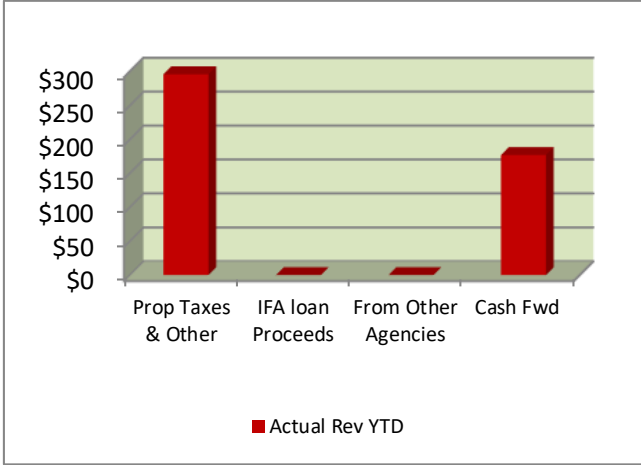
FY2023-2024 Monthly Financial Report

Hermiston Urban Renewal Agency (HURA)

For the Month Ending January 31, 2024

Resources Through January 31, 2024

by Category

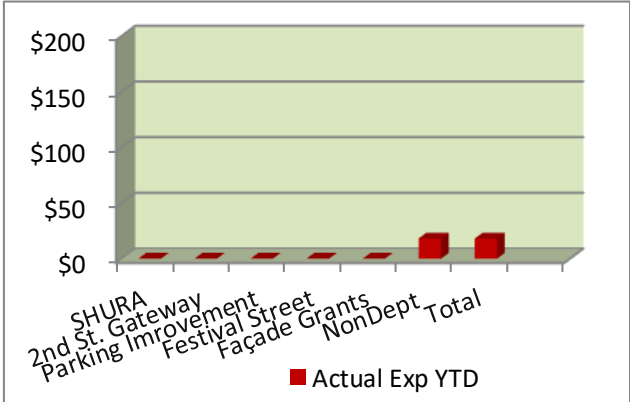


	Annual Proj Rev	Actual Rev YTD	% Var
Prop Taxes & Other	\$ 298	296	99%
IFA loan Proceeds	\$ 496	0	0%
From Other Agencies	\$ 50	0	
Cash Fwd	\$ 177	177	100%
Total	\$ 1,021	\$ 473	46%

Note: Variance is calculated as % of revenue YTD

Expenditures Through January 31, 2024

by Character (in \$1,000)



	Annual Proj Exp	Actual Exp YTD	% Var
SHURA	\$ 496	0	0%
2nd St. Gateway	\$ 360	0	0%
Parking Improvement	\$ 3	0	0%
Festival Street	\$ 3	0	0%
Façade Grants	\$ 20	0	0%
NonDept	\$ 139	18	13%
Total	\$ 1,021	\$ 18	2%

Note: variance is calculated as % of expenses YTD.

The FY2023-24 budget for the Urban Renewal Agency is \$1,020,966. This includes \$496,000 for the beginning of the SHURA project, \$360,000 for construction of the 2nd Street Gateway project, \$3,000 for parking improvements, \$3,000 for the Festival Street, \$20,000 for façade grants, and \$138,966 for Non-Departmental expenses.

FY2023-2024 Monthly Financial Report

Section 11, Item C.

City of Hermiston, Oregon

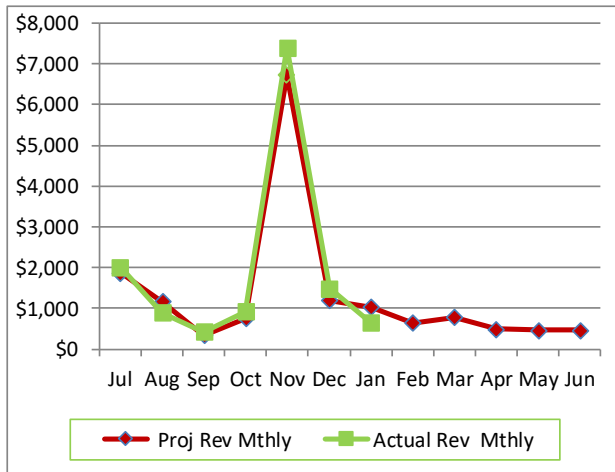
General Fund Resources

For the Month Ending January 31, 2024

General Fund Resources Summary

Through January 31, 2024

(in \$1,000)



	Proj Rev Mthly	Rev Proj Mthly	Actual Rev Mthly	Var Fav/ (Unfav)	% Var
Jul	\$ 1,869	\$ 1,869	\$ 2,011	\$ 142	8%
Aug	\$ 1,174	\$ 1,174	\$ 888	\$ (286)	-24%
Sep	\$ 347	\$ 347	\$ 428	\$ 81	23%
Oct	\$ 754	\$ 754	\$ 927	\$ 173	23%
Nov	\$ 6,720	\$ 6,720	\$ 7,389	\$ 669	10%
Dec	\$ 1,198	\$ 1,198	\$ 1,492	\$ 294	25%
Jan	\$ 1,037	\$ 1,037	\$ 652	\$ (385)	-37%
Feb	\$ 644	\$ 644		\$ -	0%
Mar	\$ 777	\$ 777		\$ -	0%
Apr	\$ 499	\$ 499		\$ -	0%
May	\$ 472	\$ 472		\$ -	0%
Jun	\$ 464	\$ 464		\$ -	0%
Total YTD	15,954	15,956	13,787	688	4.3%
Cash Fwd	952	-	-	-	0%
Total	\$ 16,906	\$ 15,956	\$ 13,787	\$ 688	4.3%

Estimated General Fund revenues for the 2023-24 fiscal year are \$16,906,000. Projected revenues for January were \$1,036,926 compared to actual revenues of \$651,845, a negative variance of \$385,081.

FY2023-2024 Monthly Financial Report

City of Hermiston, Oregon

General Fund Resources

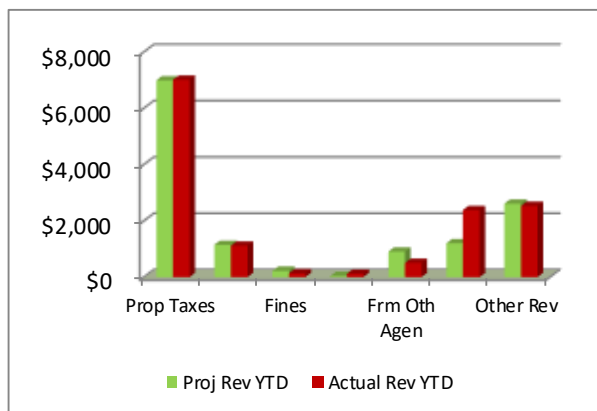
For the Month Ending January 31, 2024

General Fund - All Resources

Through January 31, 2024

by Category

(in \$1,000)



	Annual Proj Rev	Proj Rev YTD	Actual Rev YTD	Var Fav/ (Unfav)	% Var
Prop Taxes	\$ 7,426	\$ 6,986	\$ 7,013	\$ 28	0%
Lic & Fran	\$ 1,468	\$ 1,144	1,112	(32)	-3%
Fines	\$ 400	\$ 221	135	(86)	-39%
Interest Rev	\$ 70	\$ 35	116	81	234%
Frnm Oth Agen	\$ 1,123	\$ 900	503	(397)	-44%
Svc Chgs	\$ 2,180	\$ 1,203	2,378	1,176	98%
Other Rev	\$ 3,287	\$ 2,610	2,528	(81)	-3%
Cash Fwd	\$ 952	-	-	-	0%
Total	\$16,906	\$ 13,099	\$ 13,787	\$ 688	5.3%

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

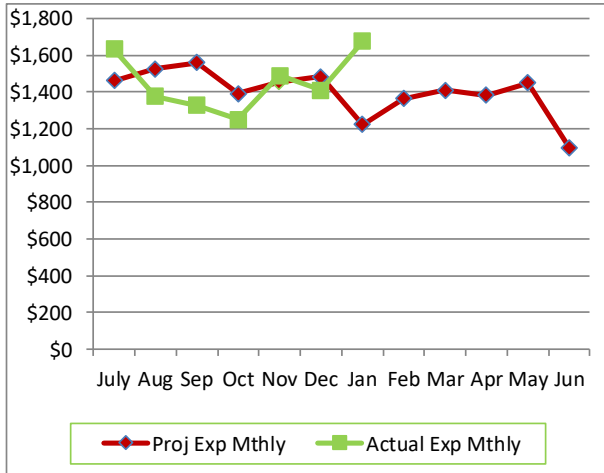
General Fund Expenditures

For the Month Ending January 31, 2024

General Fund Expenditure Summary

Through January 31, 2024

(in \$1,000)



	Proj Exp Mthly	Proj Exp	Actual Exp Mthly	Var Fav/ (Unfav)	% Var
July	\$ 1,460	\$ 1,460	\$ 1,632	\$ (172)	-12%
Aug	\$ 1,524	\$ 1,524	\$ 1,377	\$ 148	10%
Sep	\$ 1,560	\$ 1,560	\$ 1,328	\$ 232	15%
Oct	\$ 1,391	\$ 1,391	\$ 1,249	\$ 142	10%
Nov	\$ 1,451	\$ 1,451	\$ 1,489	\$ (38)	-3%
Dec	\$ 1,483	\$ 1,483	\$ 1,408	\$ 74	5%
Jan	\$ 1,222	\$ 1,222	\$ 1,676	\$ (454)	-37%
Feb	\$ 1,363	\$ 1,363			0%
Mar	\$ 1,409	\$ 1,409			0%
Apr	\$ 1,382	\$ 1,382			0%
May	\$ 1,449	\$ 1,449			0%
Jun	\$ 1,095	\$ 1,095			0%
Total YTD	16,791	16,790	10,160	(67)	-0.4%
Contngcy		-	-	-	0%
Total	\$ 16,791	\$ 16,790	\$ 10,160	\$ (67)	-0.4%

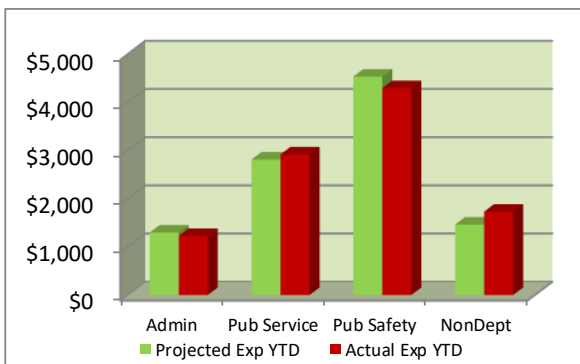
Projected General Fund monthly expenditures for January were **\$1,222,400**. Actual expenditures were **\$1,676,464**, which is **\$454,064 more** than projected YTD for a **negative variance of 37%** for the month. This variance is due primarily to the inclusion of costs for expenses incurred to date for the Library and Public Safety building work totaling \$401,559 for the month, which the supplemental budget will amend.

General Fund Expenditures

Through January 31, 2024

by Consolidated Department

(in \$1,000)



	Annual Proj Exp	Projected Exp YTD	Actual Exp YTD	Var Fav/ (Unfav)	% Var
Admin	\$ 2,221	1,294	1,224	69	5%
Pub Service	4,594	2,809	2,916	(107)	-4%
Pub Safety	7,416	4,530	4,292	238	5%
NonDept	2,675	1,459	1,727	(268)	-18%
Unapp	-	-	-	-	0%
Total	\$ 16,906	\$ 10,092	\$ 10,160	\$ (67)	-0.7%

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

FY2023-2024 Monthly Financial Report

Section 11, Item C.

General Fund Expenditure Detail YTD For the Month Ending January 31, 2024

General Fund Expenditures by Department

	Annual Projected Exp	Projected Exp YTD	Actual Exp YTD	Var Fav/ (Unfav)	% Var Fav/ (Unfav)
City Council	0	0	0	0	0%
City Manager/Legal	1,062,896	621,430	611,262	10,168	2%
City Planning	465,776	271,042	215,554	55,488	20%
Finance	678,884	401,076	397,306	3,770	1%
Total Administration	2,207,557	1,293,549	1,224,122	69,427	5%
Transportation	472,000	263,643	283,251	(19,608)	-7%
Airport	320,300	161,739	255,641	(93,902)	-58%
Bldg Inspection	571,453	346,367	323,240	23,127	7%
Parks	716,975	439,573	433,771	5,802	1%
Parks/Utility Landscaping	44,115	20,804	9,882	10,922	52%
Pool	553,287	380,352	369,730	10,622	3%
Municipal Buildings	149,234	86,405	80,900	5,505	6%
Library	894,012	539,183	668,242	(129,059)	-24%
Recreation	609,596	411,807	356,237	55,570	13%
Community Center	200,972	122,734	105,481	17,253	14%
Harkenrider Center	60,010	36,613	30,054	6,559	18%
Total Public Services	4,591,953	2,809,219	2,916,429	(107,210)	-4%
Court	733,137	489,352	376,950	112,402	23%
Public Safety Center	43,000	26,637	299,137	(272,500)	-1023%
Police Operations	6,640,440	4,014,156	3,616,186	397,970	10%
Total Public Safety	7,416,577	4,530,144	4,292,273	237,871	5%
Non-Departmental	2,573,870	1,459,319	1,726,867	(267,548)	-18%
Unappropriated	0	0	0	0	0%
Total Non-Dept	2,573,870	1,459,319	1,726,867	(267,548)	-18%

For January, FY2024

Total Administration is \$69,427 less than YTD projected. **Total Public Services** are \$107,210 more than YTD projected. **Public Safety** is \$237,871 less than YTD projected. **Non-Departmental** is \$267,548 more than YTD projected.

FY2023-2024 Monthly Financial Report

Section 11, ItemC.

Fund Balance - General Fund

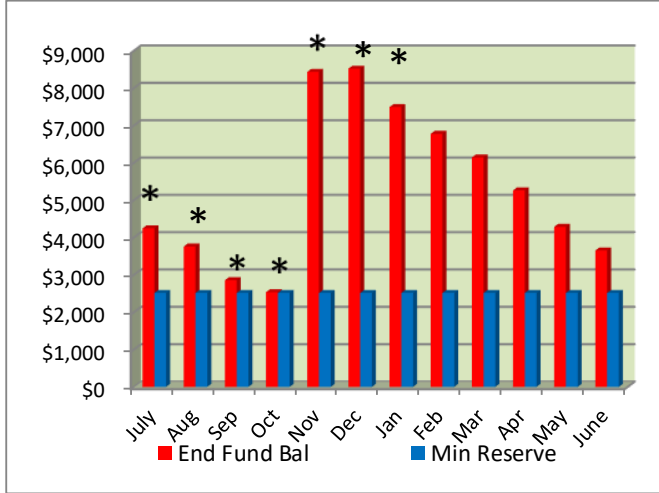
For the Month Ending January 31, 2024

General Fund

Through January 31, 2024

Ending Fund Balance

(in \$1,000)



Minimum Reserve = \$2,513,250

	Begin Fund Bal	Revenue	Expense	End Fund Bal	ACT/PROJ Fund Bal
July	\$ 3,867	\$ 2,011	\$ (1,632)	\$ 4,246	ACT*
Aug	\$ 4,246	\$ 888	\$ (1,377)	\$ 3,757	ACT*
Sep	\$ 3,757	\$ 428	\$ (1,328)	\$ 2,857	ACT*
Oct	\$ 2,857	\$ 927	\$ (1,249)	\$ 2,534	ACT*
Nov	\$ 2,534	\$ 7,389	\$ (1,489)	\$ 8,435	ACT*
Dec	\$ 8,435	\$ 1,492	\$ (1,408)	\$ 8,519	ACT*
Jan	\$ 8,519	\$ 652	\$ (1,676)	\$ 7,494	ACT*
Feb	\$ 7,494	\$ 644	\$ (1,363)	\$ 6,775	PROJ
Mar	\$ 6,775	\$ 777	\$ (1,409)	\$ 6,144	PROJ
Apr	\$ 6,144	\$ 499	\$ (1,382)	\$ 5,261	PROJ
May	\$ 5,261	\$ 472	\$ (1,449)	\$ 4,284	PROJ
June	\$ 4,284	\$ 464	\$ (1,095)	\$ 3,652	PROJ
Total	\$ 3,867	\$ 16,643	\$ 16,857	\$ 3,652	

The General Fund balance at the end of January, 2024 is approximately **\$7,494,000**, which is **2.98 times** the current Minimum Reserve requirement of **\$2,513,250**.

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

FY2023-2024 Monthly Financial Report

Special Revenue Funds Report For the Month Ending January 31, 2024

Special Revenue Funds Resources & Requirements

	2023-24 Annual		Remaining
	Budget	Actual YTD	Budget
02 Bonded Debt Fund			
Resources	626,677	446,297	180,380
Expenditures	527,920	498,609	29,311
Unappropriated Balance	98,757	N/A	N/A
05 Transient Room Tax (TRT)			
Resources	1,144,600	933,284	211,316
Expenditures	1,144,600	637,287	507,313
Unappropriated Balance	-	N/A	N/A
08 Reserve Fund			
Resources	43,494,330	5,208,639	38,285,691
Expenditures	42,399,936	7,139,580	35,260,356
Unappropriated Balance	1,094,394	N/A	N/A
11 Miscellaneous Special Revenue			
Resources	70,000	75,154	5,154
Expenditures	70,000	74,755	(4,755)
Unappropriated Balance	-	N/A	N/A
19 Christmas Express Special Revenue			
Resources	30,000	14,333	15,667
Expenditures	30,000	28,262	1,738
Unappropriated Balance	-	N/A	N/A
20 Law Enforcement Special Revenue			
Resources	36,014	5,057	30,957
Expenditures	20,000	-	20,000
Unappropriated Balance	16,014	N/A	N/A
21 Library Special Revenue			
Resources	33,000	9,715	23,285
Expenditures	33,000	995	32,005
Unappropriated Balance	-	N/A	N/A
23 Enterprise Zone Project Fund			
Resources	1,648,699	500,000	1,148,699
Expenditures	888,325	896,656	(8,331)
Unappropriated Balance	760,374	N/A	N/A
25 EOTEC Operations			
Resources	783,644	712,876	70,768
Expenditures	783,644	566,406	217,238
Unappropriated Balance		N/A	N/A
26 IT Services			
Resources	1,270,034	797,982	472,052
Expenditures	1,270,034	679,086	590,948
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.

FY2023-2024 Monthly Financial Report

Section 11, Item C.

Utility and Street Funds Report For the Month Ending January 31, 2024

Utility and Street Funds Report

Resources & Expenditures

	2023-2024			Variance	
	Annual Budget	Projected YTD	Actual YTD	Fav/(Unfav)	% Variance
04 Street Fund					
Resources	2,450,581	1,219,831	1,899,774	679,944	56%
Expenditures	2,420,581	1,412,006	1,594,841	(182,835)	-13%
Contingency	30,000	N/A	N/A	N/A	N/A
06 Utility Fund					
Resources	13,537,367	6,488,691	7,732,672	1,243,981	19%
Expenditures	11,298,857	6,591,000	6,064,185	526,815	8%
Contingency	2,238,510	N/A	N/A	N/A	N/A
13 HES Fund					
Resources	13,113,053	5,931,914	6,421,148	489,234	8%
Expenditures	10,764,749	6,279,437	6,236,323	43,114	1%
Contingency	2,348,304	N/A	N/A	N/A	N/A
15 Regional Water Fund					
Resources	1,890,428	788,083	785,483	(2,600)	0%
Expenditures	1,223,306	713,595	662,024	51,571	7%
Contingency	667,122	N/A	N/A	N/A	N/A

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

Revenues for the **Street Fund** are **\$679,944 more** than projected. Expenditures are **\$182,835 above** projected.

Revenues in the **Utility Funds** are **\$1,243,981 above** projected. Expenditures are **\$526,815 below** projected.

The **HES Fund** revenue is **\$489,234 more** than projected. Expenditures are **\$43,114 below** projected.

The **Regional Water Fund** revenues are **\$2,600 below** projected. Expenditures are **\$51,571 less** than projected.

FY2023-24 Monthly Financial Report

City of Hermiston, Oregon

Utilities/Streets Capital Projects Report

For the Month Ending January 31, 2024

	2023-2024 Budget	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,500,000	\$ 124,105	\$ 1,500,000	\$ 124,105	8.27%
N. 1st Place Reconstruction	\$ 4,175,000	\$ 1,718,871	\$ 4,175,000	\$ 2,139,352	51.24%
Penney Ave Roadway Improvement	\$ 1,000,000	\$ 617,397	\$ 1,000,000	\$ 916,703	91.67%
AWS System Expansion - RWS	\$ 20,949,400	\$ 1,996,154	\$ 20,949,400	\$ 4,341,873	20.73%
Lead and Copper Program	\$ 400,000	\$ 9,526	\$ 400,000	\$ 9,526	2.38%
Well #5 Water System Improvements	\$ 775,000	\$ 314,863	\$ 775,000	\$ 747,431	96.44%
Well #6 Backup Generator	\$ 380,000	\$ 220,095	\$ 380,000	\$ 290,529	76.46%
N. 1st Place Water Line Replacement	\$ 830,000	\$ 258,932	\$ 830,000	\$ 775,556	93.44%
Well #6 Chlorination	\$ 500,000	\$ 9,000	\$ 500,000	\$ 9,000	1.80%
Well #4 Control System	\$ 410,000	\$ 5,500	\$ 410,000	\$ 5,500	1.34%
Gladys & Main Waterline Replacement	\$ 100,000	\$ -	\$ 1,180,000	\$ -	0.00%
Well #5 Wetwell Upgrades	\$ 150,000	\$ 1,075	\$ 150,000	\$ -	0.00%
McDonald's & 395 Sewer Main Replacem	\$ 370,000	\$ 2,770	\$ 370,000	\$ 24,770	6.69%
AWS Cooling Discharge	\$ 805,000	\$ 111,400	\$ 805,000	\$ 359,442	44.65%
Total	\$ 32,344,400	\$ 5,389,688	\$ 33,424,400	\$ 9,384,345	28.08%

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: No change in the status of this project. Still waiting for additional right-of-way acquisition.

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: *The roadway work was completed, and the roadway was opened to traffic.*

Penney Ave. Extension (\$1,000,000)

Business Oregon awarded a grant of approximately \$600,000 to cover half of the cost of constructing an extension of Penney Ave. between Kelli Blvd. and US395. Council approved using ARPA funds to cover the local match (half). This project implements the Transportation System Plan by adding an additional connection in to the southern industrial area of the City.

Current Update: This project has been completed and are awaiting final billings.

FY2023-24 Monthly Financial Report
 City of Hermiston, Oregon
 Utilities/Streets Capital Projects Report
 For the Month Ending January 31, 2024

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Well #4 Control System	\$ 410,000	\$ 5,500	\$ 410,000	\$ 5,500	1.34%
Gladys & Main Waterline Replacement	\$ 100,000	\$ -	\$ 1,180,000	\$ -	0.00%
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AWS Cooling Discharge	\$ 805,000	\$ 111,400	\$ 805,000	\$ 359,442	44.65%
Total	\$ 32,344,400	\$ 5,389,688	\$ 33,424,400	\$ 9,384,345	28.08%

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 up 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 also 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: *The construction work associated with Phase 2 was awarded in November, with work anticipated to begin in December.*

Lead and Copper Program (\$400,000)

New state and federal guidelines require drinking water systems to inventory all connections with lead or copper piping with a physical inspection by October 1, 2024.

Current Update: *A contract to test a sample of 350 connections prior to 10/1/2024 was awarded in November. Work began in January with a temporary pause while snow covered the work area.*

FY2023-24 Monthly Financial Report

City of Hermiston, Oregon

Utilities/Streets Capital Projects Report

For the Month Ending January 31, 2024

	2023-2024 Budget	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,500,000	\$ 124,105	\$ 1,500,000	\$ 124,105	8.27%
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Total	\$ 32,344,400	\$ 5,389,688	\$ 33,424,400	\$ 9,384,345	28.08%

Well #5 Water System Improvements \$(775,000)

Well No. 5 has become the city’s primary water source in recent years and provides water to the main pressure zone, which is the baseline for the entire water system. However, the current pumping capacity is less than the water right associated with it. The project will increase pumping capacity to allow the city to use its full water right of 5,000 gallons per minute.

Current Update: Work began to wrap-up in January, with final punchlist items.

Well #6 Backup Generator (\$380,000)

Well No. 6 is the primary well and the only well available that could provide minimal water supply to lower pressure zones in the city during a power outage. The current pump was last repaired in 1994, and the backup pump lacks the capacity to service the pressure zone. The pump covers service area including Walmart Distribution Center, Eastern Oregon Higher Education Center, Pioneer Seed, and EOTEC. Preventative maintenance will avoid significant inconvenience and loss of water to area businesses.

Current Update: Awaiting final training from Cummins (generator supplier).

North 1st Place Water Line Replacement (\$830,000)

This project will eliminate failing, deteriorating lines which will minimize future repair work. It will also eliminate steel pipes from the 1920’s and will improve public safety by ensuring no lead pipes.

Current Update: The majority of the project has been completed, accepted, and is functioning, with final closeout likely tied to closeout of the N 1st Roadway project.

FY2023-24 Monthly Financial Report
 City of Hermiston, Oregon
 Utilities/Streets Capital Projects Report
 For the Month Ending January 31, 2024

	2023-2024 Budget	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,500,000	\$ 124,105	\$ 1,500,000	\$ 124,105	8.27%
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McDonald's & 395 Sewer Main Replacem	\$ 370,000	\$ 2,770	\$ 370,000	\$ 24,770	6.69%
AWS Cooling Discharge	\$ 805,000	\$ 111,400	\$ 805,000	\$ 359,442	44.65%
Total	\$ 32,344,400	\$ 5,389,688	\$ 33,424,400	\$ 9,384,345	28.08%

Well # 6 Chlorination (\$450,000)

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 has begun.

Well #4 Control System (\$390,000)

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: Design has begun.

Gladys & Main Waterline Replacement (\$1,180,000)

Sections of this water distribution system were installed in the 1920s with steel pipe – some of the oldest pipe in the city water system. This project will eliminate failing, deteriorating and undersized line, reduce repair work, and improve public safety.

Current Update: The project was advertised in early February, with contract award anticipated in March.

FY2023-24 Monthly Financial Report

City of Hermiston, Oregon

Utilities/Streets Capital Projects Report

For the Month Ending January 31, 2024

	2023-2024 Budget	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,500,000	\$ 124,105	\$ 1,500,000	\$ 124,105	8.27%
N. 1st Place Reconstruction	\$ 4,175,000	\$ 1,718,871	\$ 4,175,000	\$ 2,139,352	51.24%
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Lead and Copper Program	\$ 400,000	\$ 9,526	\$ 400,000	\$ 9,526	2.38%
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McDonald's & 395 Sewer Main Replacem	\$ 370,000	\$ 2,770	\$ 370,000	\$ 24,770	6.69%
AWS Cooling Discharge	\$ 805,000	\$ 111,400	\$ 805,000	\$ 359,442	44.65%
Total	\$ 32,344,400	\$ 5,389,688	\$ 33,424,400	\$ 9,384,345	28.08%

Well #5 Wetwell Upgrades (\$150,000)

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

Current Update: Design will begin soon.

McDonald’s & 395 Sewer Main Replacement (\$375,000)

Segments of this piping have been found to have structural failures in multiple locations and failing joints. These line failures cause pipe blockage and requires monthly cleaning. In addition, pipe failures may be allowing sewage to exfiltrate the surrounding soil. A new sewer line would eliminate current monthly maintenance costs and provide watertight lines to protect existing groundwater resources from contamination.

Current Update: **Bids were opened and a contract awarded to Odessey Contracting in January. Work to begin in February.**

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 development of a separate NPDES Permit for the new discharge.

Current Update: **Bids were opened on the pipelines portion of this project in November.**

**FY2023-24 Monthly Financial Report
City of Hermiston, Oregon
Other City Capital Projects Report
For the Month Ending January 31, 2024**

	2023-2024 Budget	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Teen Adventure Park	\$ 591,049	\$ 392,507	\$ 591,049	\$ 418,787	70.85%

Teen Adventure Park (\$591,049)

The Teen Adventure Park Phase I will incorporate a 7500 sq/ft skatepark designed for use by teens and the community as a whole. Included in the design is the refurbishment of a restroom facility, bench seating, landscaping, irrigation and ADA accessible parking and pathways. The Teen Adventure Park is funded 50% by the Land and Water Conservation Fund grant through the Oregon Parks and Recreation Department. Location is near Hermiston High School across from the Public Safety Building.

Current Update: CA Skateparks continues to work on the entire site and is about 90% complete. The concrete work has been installed successfully and the restroom has been placed. Final tasks include finishing site pathways, landscaping and backfilling the area. Sidewalk work will be completed in the spring when the asphalt plant reopens. Now anticipating a grand opening some time this spring.



Where Life is Sweet

Mayor and Members of the Urban Renewal Board
STAFF REPORT
For the Meeting of February 26, 2024

Title/Subject

Resolution No. 22 – Adoption of Supplemental Budget FY2023-2024

Summary and Background

The single proposed change in the supplemental budget is to begin the North Hermiston Urban Renewal Area (NHURA) project. It brings in the \$5 million for project completion and allocates \$500,000 to be spent before the end of this fiscal year.

Tie-In to Council Goals

Enhancing the economic opportunities remains a council priority.

Fiscal Information

This proposal increases revenues by \$5.0 million and expenses by \$500,000.

Alternatives and Recommendation

Alternatives

1. Adopt Resolution No. 22 without modification.
2. Adopt Resolution No. 22 with specific modifications.
3. Direct staff to make major changes to Resolution No. 22 and bring back at a later date.

Recommended Action/Motion

Motion to approve Resolution No. 22 and supplement the FY2023-2024 HURA budget and authorize the spending of bond funds for the NHURA Infrastructure Project.

Submitted By:

Byron D. Smith

RESOLUTION NO. 22

WHEREAS, ORS 294.471 permits the governing body of a municipal corporation to adopt a supplemental budget for the fiscal year for which the regular budget has been prepared if an occurrence or condition that was not known at the time the budget was prepared requires a change in financial planning or creates a pressing necessity for prompt action; and

WHEREAS, the conditions requiring a change in financial planning are listed in Exhibit A attached to and made a part of this resolution.

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

- 1. that due to the conditions listed in Exhibit A that were not known at the time the budget was prepared, the total budget for the Hermiston Urban Renewal Agency for the fiscal period beginning July 1, 2023, is hereby supplemented in the amount of **\$5,000,000**. The amounts for the purposes shown below are hereby appropriated:

Supplementing the Budget

GENERAL FUND

Requirements:	
Materials & Services	500,000
Contingency	<u>4,500,000</u>
Total Requirements:	5,000,000

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

PASSED by the Urban Renewal Agency this 26th day of February, 2024.
SIGNED by the Mayor this 26th day of February, 2024.

Dr. David Drotzmann, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, City Recorder

EXHIBIT A

	2023-24 Adopted Budget	Budget Supp #1 Res 22	2023-24 Amended Budget
92 HURA FUND			
Property taxes	298,290	-	298,290
From Other Agencies	50,000	5,000,000	5,050,000
Non Revenue	496,000	-	496,000
Cash Forward	176,676	-	176,676
Total Resources	1,020,966	5,000,000	6,020,966
Materials & Services	908,000	500,000	1,408,000
Capital Outlay	-	-	-
Debt Service	100,615	-	100,615
Transfers Out	-	-	-
Contingency	12,351	4,500,000	4,512,351
Total Requirements	1,020,966	5,000,000	6,020,966
Total Budget	1,020,966	5,000,000	6,020,966
Total Appropriations	1,020,966	5,000,000	6,020,966