



PARKS AND RECREATION ADVISORY COMMITTEE

Community Center- 415 S. HWY 395

Where Life is Sweet

November 13, 2025 at 5:30 PM

AGENDA

1. CALL TO ORDER

2. MINUTES

- [A.](#) April 2025, P&R Committee Minutes
- [B.](#) May 2025, P&R Committee Minutes
- [C.](#) June 2025, P&R Committee Minutes
- [D.](#) June 2025, TRT Committee Minutes
- [E.](#) September 2025, P&R Committee Minutes

3. REPORTS AND BUSINESS

- A. Newport Basketball Courts Renaming
- [B.](#) Agreement Restructuring with Senior Board
- C. Director's Report

4. PROGRAM HIGHLIGHTS AND ANNOUNCEMENTS

- A. Upcoming Events & Programs

5. PUBLIC COMMENT

6. COMMITTEE OPEN DISCUSSION

7. NEXT MEETING

- A. Next Meeting: January 8, 2025

8. ADJOURN

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

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



Parks & Recreation

Parks and Recreation Advisory Committee

Meeting Minutes April 17, 2025

Committee Members:

- Position #1 ☒ Jay Ego
 Position #2 ☒ Mary Mejia-Weaver
 Position #3 ☒ Hunter Tibbals
 Position #4 ☒ Carlisle Harrison
 Position #5 ☐ Erica Juarez
 Position #6 ☒ Angel Aguilar
 Position #7 ☒ Doug Minton

City Representatives:

- ☒ Jackie Myers, *Council Representative*
☒ Maria Duron, *Council Representative*
☒ Brandon Artz, *Parks & Recreation, Director*
☒ Kasia Robbins, *Parks & Recreation, Rec Manager*
☐ Kelly Schwirer, *Parks & Recreation, Admin*
☐ Yaneisy Perez, *Youth Advisor*

Members of the Public:

No members of the public present.

Call to Order

- Meeting called to order by Hunter Tibbals, confirming a quorum.
- March minutes reviewed and approved with a motion and vote.

Cimarron Park Renaming Discussion

- **Led by:** Brandon Artz
- **Update:** No significant progress on playground construction; bidding planned for fall or early winter due to seasonal pricing concerns.
- **Naming Proposals:**
 - Considered names: Sherman Park, Studebaker Park, Jackrabbit Flat.
 - Community survey indicated preference for naming after a person, with Sherman and Studebaker as top contenders.
 - **Sherman Park Advocacy:** Carlisle Harrison highlighted Rick Sherman's 50+ years of community service, including Christmas Express, Shriners Hospital support for 300+ children, and 20+ years as fire board chairman (pro bono).
 - **Studebaker Park:** Suggested by the police chief due to Randy Studebaker's popularity, but not strongly pushed. Concerns raised about eligibility under park naming criteria (long-term, pro bono contribution).
 - **Criteria Discussion:** Policy allows naming after living persons if they meet contribution standards or donate significantly to the park. Studebaker deemed ineligible by some due to his 10-year paid employment.
 - **Concerns:** Jackie Myers suggested avoiding naming after recent or living persons to prevent contention. Some resistance to re-surveying the community, as prior input favored a person's name.
 - **Outcome:** Motion by Carlisle Harrison, seconded by Doug Minton, to nominate Sherman Park. Committee voted in favor of Sherman Park, to be forwarded to City Council for final approval.

Forestry Grant and Tree Inventory

- **Update by:** Brandon Artz
- Funding uncertainty with USDA grant through River Network; some pass-through partners cut off.
- Plan to maximize fund use with Arbor Pro for tree inventory and urban forest plan (~\$100,000 contract, 10% of \$1M grant).
- Invoicing every two weeks to secure reimbursements; conservative approach to avoid financial risk if funds are cut.



Parks & Recreation

Parks and Recreation Advisory Committee

Meeting Minutes April 17, 2025

Community Center Issues

- **Reported by:** Brandon Artz
- Mold found in offices due to water seepage; remediation completed, final painting underway, staff to return by Monday.
- Flooding in women's restroom and kitchen during a quinceañera due to sewer system dip; bidding planned to fix sewer issue.

Pickleball Complex Progress

- **Update by:** Brandon Artz
- All 10 courts poured, lights installed, fence mesh to be added. Painting scheduled for mid-May after curing.
- Named Good Shepherd Pickleball Complex due to donation. Ribbon cutting planned for June 14, 2025.

Other Project Updates

- **Harrison Park:** Security cameras installed, awaiting US Cellular connection (~\$75/month, cost-effective).
- **Horizon Park:** Construction delayed due to other priorities and pool prep.
- **Harkenreider Landscaping:** Budget-dependent, awaiting allocation.
- **Cimarron Park:** Installation ongoing.
- **Pool Prep:** Operational by May 10 for second-grade swim lessons.

Events and Programs

- **Past Events:**
 - **Enchanted Daddy Daughter Dance:** Sold out (370 tickets), successful with waterfall decoration.
 - **Cast and Catch Kids Fishing Derby:** Revamped with high school soccer team support, new prizes for fish weight/length.
 - **Arbor Day Tree Giveaway:** Poor turnout despite ideal weather, possibly due to lack of advertising.
- **Upcoming Events:**
 - **Easter Carnival and Egg Dash (April 18):** Revamped with multiple rounds, glued eggs for sustainability, supported by New Hope Church donation.
 - **Spring Bazaar (May 3):** Planning underway.
 - **Swim Lesson Registration (May 9):** Two-week courses.
 - **I Love My City Day (May 17):** Recycling and hazardous waste events, volunteers needed.
 - **AWS/Arbor Day Planting (May 3):** 57 trees at EOTEC/fairgrounds, \$23,000 donated by AWS.

Other Business

- **Riverfront Park Equipment:** Removed due to flooding and vandalism; usable parts donated to Echo.
- **McKenzie Park Clock:** Electrical issues being addressed, reprogrammed, awaiting sync check.
- **Volunteer Needs:** Requested for I Love My City Day and AWS planting event.

Adjournment

- Meeting adjourned with no further discussion items.
- Next meeting: Thursday, May 8th at 5:30pm



Parks & Recreation

Parks and Recreation Advisory Committee

Meeting Minutes May 8, 2025

Committee Members:

- Position #1 ☒ Jay Ego
- Position #2 ☐ Mary Mejia-Weaver
- Position #3 ☒ Hunter Tibbals
- Position #4 ☐ Carlisle Harrison
- Position #5 ☐ Erica Juarez
- Position #6 ☐ Angel Aguilar
- Position #7 ☒ Doug Minton

City Representatives:

- ☒ Jackie Myers, *Council Representative*
- ☒ Maria Duron, *Council Representative*
- ☒ Brandon Artz, *Parks & Recreation, Director*
- ☐ Kasia Robbins, *Parks & Recreation, Rec Manager*
- ☒ Kelly Schwirze, *Parks & Recreation, Admin*
- ☐ Yaneisy Perez, *Youth Advisor*

Members of the Public:

No members of the public present.

Call to Order

- Meeting called to order by Hunter Tibbals. In the absence of a quorum, members acknowledged that no formal votes could be taken and agreed to continue with the presentation by Brandon Artz, Parks and Recreation Director.

Reports & Business

City Email Update

- A new city email blast system, *Inside Hermiston*, was introduced to enhance public communication.
- Committee members briefly discussed the layout and accessibility of the newsletter.

Forestry Grant, Tree Inventory, and Maintenance

- Updates were provided on the forestry grant and the ongoing citywide tree inventory performed by Arbor Pro.
- Discussion included maintenance needs, hazardous tree assessments, and upcoming tree planting plans, especially targeting completion before September.

Main Street Tree Plan

- The Main Street tree project requires approximately \$380,000, within a total urban forestry budget of \$1 million.
- Committee members discussed tree species selection, historical planting issues, and the importance of suitable tree choices for urban settings.

Community Tree Education

- An educational initiative, Hydro Mania, will target 4th and 5th graders to raise tree awareness.
- Marketing and funding efforts were noted as essential to expanding the program.

Pickleball Court Project

- The project is nearing completion, with a budget of \$741,000, including donations and in-kind contributions.
- Updates included painting, installation of benches, lighting, and plans for a ribbon-cutting event.
- The need to finalize court usage rules and scheduling of tournaments was emphasized, along with maintaining public access.

Columbia Ridge Park Development

- Preliminary discussions were held regarding the development of Columbia Ridge Park by Hayden Homes.
- Concerns were raised about public access, safety, canal proximity, and potential traffic issues.

Oasis Park Development

- Committee discussed a church-led proposal for Oasis Park development, contingent on surrounding residential growth.
- Ideas included creating athletic fields or a general park area, stressing the importance of community input and infrastructure planning.



Parks & Recreation

Parks and Recreation Advisory Committee

Meeting Minutes May 8, 2025

Tree Planting and Pool Project Updates

- A recent volunteer event resulted in the planting of 57 trees at the fairgrounds with 29 participants.
- Updates were shared on the municipal pool project, including staff training, swim lesson planning, and handling of mold and flood damage in the Parks and Recreation office.

Adjournment

- Meeting adjourned with no votes due to lack of quorum.
- Next meeting: Thursday, June 12th at 5:30pm

DRAFT



Parks & Recreation

Parks and Recreation Advisory Committee

Meeting Minutes June 12, 2025

Committee Members:

- Position #1 ☐ Jay Ego
 Position #2 ☒ Mary Mejia-Weaver
 Position #3 ☒ Hunter Tibbals
 Position #4 ☐ Carlisle Harrison
 Position #5 ☐ Erica Juarez
 Position #6 ☐ Angel Aguilar
 Position #7 ☒ Doug Minton

City Representatives:

- ☒ Jackie Myers, *Council Representative*
☒ Maria Duron, *Council Representative*
☒ Brandon Artz, *Parks & Recreation, Director*
☐ Kasia Robbins, *Parks & Recreation, Rec Manager*
☒ Kelly Schwirze, *Parks & Recreation, Admin*
☐ Yaneisy Perez, *Youth Advisor*

Members of the Public:

Karyn Jones was present for meeting.

Call to Order

- Meeting called to order by Hunter Tibbals. In the absence of a quorum, members acknowledged that no formal votes could be taken and agreed to continue with the meetings agenda.

Reports & Business

Urban Forestry Update

Presentation on the Urban Forestry Project presented by Oscar Corvera from Arbor Pro.

Tree Inventory and Management

- Collected data on approximately 1,000 city-maintained trees
- 674 trees in good health, 325 in fair health, 34 in poor health
- Developing a comprehensive urban forest management plan
- Created detailed mapping and imagery of city trees

Main Street Revitalization

- Most Main Street trees are in poor condition
- Recommended complete removal and replanting
- Plan to create a more suitable tree environment with proper species selection

Budget and Maintenance

- Proposed a \$55,000 budget for first-year tree maintenance
- Recommended priority work including pruning and removals
- Suggested planting 100 trees annually
- Developed a five-year management strategy

Program/Events Update

- Discussed Hermiston Youth Soccer Organization transition
- Reviewed upcoming summer events (swim lessons, Fourth of July, pool opening)
- Introduced Memorandum of Understanding for Pickleball Courts

Adjournment

- Meeting adjourned,
- Next meeting: Thursday, June 10th at 5:30pm



Parks & Recreation

June 18, 2024

City of Hermiston Recreation Project Fund Advisory Committee

Committee members present:

Hunter Tibbals, Val Hoxie, James Whalley, David McCarthy, and Helen Nevin

Staff members present:

Brandon Artz

CALL TO ORDER

Committee members assembled and called to order by Hunter Tibbals at 3:00pm with presentations beginning at 3:10pm.

MINUTES

The Recreation Project Fund Advisory Committee met on June 18 to review 13 proposals submitted for the 2025-26 allocation. Amount budgeted in FY 25/26 for distribution is \$125,000* and the combined amount requested for all applicants is \$247,365.

Application packets were sent to prior applicants and known parties of interest and made available on the City's website April 1 – May 31.

The distribution criteria for applicants is as follows.

TRT Funding Criteria and Eligibility

- *Total budgeted project fund allocation for 2025/2026 is \$125,000.*
- *Projects must be within the City of Hermiston.*
- *Applicants must have a non-profit tax status.*
- *Projects that benefit Hermiston through enhanced tourism, promotion, marketing, and lodging will be given highest consideration.*
- *Projects that benefit the greatest number of participants will be given greater consideration.*
- *Projects that represent a broad base of other support shall be given greater consideration.*
- *Funded projects are required to submit a breakdown of expenditures on how the funds were spent including receipts prior to reimbursement.*

Applicants were allowed 10 minutes to describe their project proposals and answer questions from the Committee. After review of the applications, the Committee discussed each proposal in detail and through consensus, settled on the award amounts in the following table.

A motion was made by David McCarthy to recommend the amounts listed below, seconded by Val Hoxie. Motion passed unanimously.



Parks & Recreation

June 18, 2024

City of Hermiston Recreation Project Fund Advisory Committee

The TRT Recreation Projects Grants Committee officially recommends the following allocation of grant awards:

<u>Applicant</u>	<u>Requested</u>	<u>Committee Award Recommendation</u>
Greater Hermiston Community Foundation <i>Description: Pickleball Courts</i>	\$15,000	\$9,750
Made to Thrive/HEROS <i>Description: HEROS Sports Complex</i>	\$50,000	\$50,000
Hermiston Parks & Recreation <i>Description: Annual Free Community Events</i>	\$16,000	\$12,000
EOTEC Cinco de Mayo <i>Description: 2025 Cinco de Mayo Event</i>	\$15,000	\$9,750
Hermiston Basketball Club <i>Description: Tournament Awards</i>	\$10,000	\$6,500
Campus Life <i>Description: Cargo Trailer</i>	\$5,000	\$3,250
Cultural Awareness Coalition <i>Description: 2025 Juneteenth Celebration</i>	\$5,000	\$3,250
Masonic Lodge <i>Description: Oregon Masonic Celebration</i>	\$3,500	\$2,275
Greater Hermiston Community Foundation <i>Description: Pickleball Courts</i>	\$15,000	\$9,750
Made to Thrive/HEROS <i>Description: HEROS Sports Complex</i>	\$50,000	\$32,500
AYSO Youth Soccer <i>Description: Equipment</i>	\$5,393	\$3,505
Community Counseling Solutions <i>Description: Summer Skills Group</i>	\$4,950	\$3,218
Hermiston Downtown District <i>Description: Melon Fest</i>	\$8,000	\$5,200
Hermiston Downtown District <i>Description: Downtown Flowers</i>	\$7,150	\$4,648

Total Requested: \$148,993 **Total Recommended to be Awarded: \$96,845**

Award recommendations are pending approval of City Council.

ADJOURNED

Meeting was adjourned at 6:00pm. No future meetings scheduled.

*Total amount in the TRT/Tourism reserve account is \$195,000 with a budgeted proposed revenue of \$90,000 for 24/25. Council can approve the recommended amount over the amount budgeted.



Parks & Recreation

Parks and Recreation Advisory Committee

Meeting Minutes September 11, 2025

<u>Committee Members:</u>	<u>City Representatives:</u>	<u>Youth Advisors:</u>
Position #1 ☒ Jay Ego	☒ Jackie Myers, <i>Council Representative</i>	☐ Aspyr Inners
Position #2 ☐ Mary Mejia-Weaver	☒ Maria Duron, <i>Council Representative</i>	☐ Sofia Rodriguez
Position #3 ☒ Hunter Tibbals	☒ Brandon Artz, <i>Parks & Recreation, Director</i>	☒ Gabriel Richards
Position #4 ☐ Carlisle Harrison	☒ Kasia Robbins, <i>Recreation Manager</i>	☐ Jazmin Sanchez
Position #5 ☐ Erica Juarez	☐ Stephanie Thongdy, <i>P&R Admin</i>	☐ Jaideny Orozco-Avila
Position #6 ☐ Vacant		☐ Kayli Salas Murillo
Position #7 ☒ Doug Minton		

Members of the Public:

None

Call to Order

- Meeting called to order by Hunter Tibbals. In the absence of a quorum, members acknowledged that no formal votes could be taken and agreed to continue with the meetings agenda.

Reports & Business

Director's Report

P&R Director Artz gave updates on the following:

- Staff update, Kelly Schwirer replaced by Stephanie Thongdy
- Update on Forestry Grant
 - Proud River Leadership Academy planted 10 trees at the Bark Park
 - Priority 1 and 2 level trees have been pruned, maintained and/or removed.
- Pickleball Court update – courts are used every night
 - Good Shepherd sign was completed
 - Electrical restroom door locks installed
 - Cameras installed and operating
- Funland Playground Fencing Discussion
 - Discussion on if Funland Playground should be fully fenced.
 - Director Artz will solicit estimates
- Boat Ramps
 - Director Artz gave an update on Boat Ramp study by the Marine Board
 - Two potential locations: Minnehaha and Wastewater sites

Program/Events Update

- HYSO Update – 438 players registered, 46 teams = 46 volunteer coaches
- Fall Sports Update – 233 flag football registered, 66 volleyball registered
- Upcoming Events – Family Magic Night, Community Yard Sale, Treats on Main

Adjournment

- Meeting adjourned,
- Next meeting: Thursday, October 9th at 5:30pm

**FACILITY DEVELOPMENT AND USE AGREEMENT
BETWEEN
HERMISTON SENIOR CENTER
BOARD OF DIRECTORS INC.
AND
THE CITY OF HERMISTON, OREGON**

This Facility Agreement is made by and between the Hermiston Senior Board of Directors Inc., a registered non-profit organization in the state of Oregon, hereinafter referred to as “Board”, and the City of Hermiston, Oregon hereinafter referred to as “City” to construct and operate a new Senior Center herein referred to as the “Facility.”

RECITALS

WHEREAS, the Board has operated a senior center an independent non-profit corporation and desires to continue this effort in a new Facility, and

WHEREAS, the City recognizes the value of an independent senior center to the citizens of Hermiston and supports the efforts of the Board to construct a new building whose primary use is for senior citizen programming; and

WHEREAS, the Board has requested that the City sponsor an application for a new Facility to replace the existing senior center which will be permanently closed, and

WHEREAS, the City is willing to be an applicant to the Community Development Block Grant (CDBG) program for a new facility under certain considerations; and

WHEREAS, the Board has sufficient operating and reserve funding to continue the availability of the senior programming independent of the City; and

WHEREAS, the Board and the City desire to enter into an agreement for the purpose of applying for CDBG funding, constructing a new facility, and operating the Facility for senior programs and the community at large within the restrictions of the CDBG grant; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties agree as follows:

PURPOSE

It is the purpose of this agreement to recognize and support the facility needs of the Board in their mission to provide programming and meals for senior citizens. The Board has requested that the City sponsor an application for Community Development Block Grant funding for a new Facility. **This agreement is contingent upon a CDBG award in full for a new facility, and the City is not obligated to provide funding for a Facility from its own funding sources.** It is not the City’s intent or interest to operate the senior program or participate financially in the operation of senior services.

The City and the Board will cooperate in the planning, development, and operation of the Facility as provided herein. During the first five years of operation after administrative closeout of the CDBG grant, the Board exclusive use of the Facility and thereafter, the Board shall have specific days and times reserved for its programs as a tenant without a rental fee. The Board shall participate in the ongoing maintenance and upkeep of the Facility and grounds in proportion to its use as prescribed in this agreement.

ARTICLE I.

TERM AND TERMINATION

1.01 Term. The term of this Agreement shall be perpetual provided that each party fulfills its obligations assigned within this agreement.

1.02 Termination. After the first 5 years of operation after administrative closeout of the CDBG grant Facility completion, either party may terminate this agreement for any reason with 12 months written notice as provided herein. After the first 5 years of operation after administrative closeout of the CDBG grant, the agreement can be terminated at any time in the event there is a failure by either party to fulfill any obligation of this agreement with 90 days written notice to the other party.

ARTICLE II.

CDBG FUNDING AND CONSTRUCTION

2.01 Application. The City shall be the applicant to the Community Development and Block Grant (CDBG) funding program, all applicable and eligible Facility costs that may include land purchase, construction, design, and administration. This agreement is contingent upon a CDBG award in full for a new facility, and the City is not obligated to provide funding for a Facility from its own funding sources.

2.02 Grant Administration. Upon receipt of a CDBG funding agreement, the City shall have sole responsibility for the administration of the grant.

2.03 Construction. The City shall be fully responsible for construction management for the Facility. The City has no obligation to construct a new facility or determine a replacement facility in the event that the no CDBG funding becomes available for the Facility project.

ARTICLE III.

DESIGN AND CONSTRUCTION

3.01 Design Approvals. The City shall procure for and be the owner of any architectural and engineering agreements and have final approval of the Facility design and location.

3.02 Construction Management. Upon receipt of a CDBG funding agreement, the City shall procure for and be the owner of any architectural and engineering agreements and have sole responsibility for the management of the construction in accordance with all applicable permits, rules, and laws pertaining to such public work construction.

3.03 Client Relationship. The Board shall be represented by the Board President or designee, as a client and a future tenant of the Facility. The Board shall be provided with ongoing consultation regarding the design and construction of the Facility.

ARTICLE IV.

FACILITY OPERATION AND MAINTENANCE

4.01 Shared Uses. The Board shall have exclusive use of the Facility for the first 5 years after administrative closeout of the CDBG grant of the Facility. During which time, the use of the Facility is restricted to senior citizen ages 60 years and older as required by CBDG funding. After which time, the City the Facility shall become available for community uses managed by the City. The Board shall have exclusive use of the Facility Monday through Friday from 8:00am through 3:00pm for senior programs. The City shall have use of the Facility all other hours of each week and weekends for community uses if it does not conflict with Senior Programs scheduled for such times. The Board and City may request additional uses of the Facility and shall be granted such uses on a space-available basis.

4.02 Scheduling. After the first 5 years after administrative closeout of the CDBG grant, the City shall maintain a schedule of planned uses for their assigned blocks of time, and may provide for other community uses, collect fees, and supervise such uses. The Board shall have the authority to rent the space to any public user that meets the CDBG funding restriction for use during the initial 5 years period after administrative closeout of the CDBG grant, and after that period be able to rent out facility without previous restrictions. The City and the Board need scheduling coordination, and will have 1 individual from both entities coordinate facility time available in a positive working manner.

4.03 Exclusive Areas. After the first 5 years after administrative closeout of the CDBG grant, the City and Board may reserve areas within the Facility for exclusive use. The areas may include the lot, open interior space, food storage, and other storage spaces. The offices, kitchen, and senior food storage areas are off limits due to liability.

4.04 Operating Costs. For the first 5 years of operations after administrative closeout of the CDBG grant, the Board shall be fully responsible for all operating cost of the facility including utilities, custodial, maintenance, and other costs. After which time, the City and Board will each pay for one half of the ongoing utilities and custodial costs.

4.05 Supervision. The Board shall provide sufficient supervision to regulate the conduct, safety and security of the participants and the Facility during the Board’s uses.

4.06 Conduct. The City and the Board is responsible for the conduct of its officers, agents, employees, guests, invitees or visitors associated with the Board uses ensuring that Facility rules are adhered to at all times. General rules include:

- 1. GENERALLY RETURN THE FACITY TO CONDITION PRIOR TO EACH USE
- 2. NO ALCOHOLIC BEVERAGES OR DRUG USE
- 3. NO SMOKING, FIRES, OR FIREWORKS
- 4. VEHICLES IN DESIGNATED PARKING AREAS ONLY
- 5. NOISE ORDINANCE ENFORCED

4.07 Repair and Replacement for Damage. As a result of any uses by the Board, the Board shall be responsible for the direct costs of repair or replacement of any Facility assets damaged as a resulting by any uses of the Board, its officers, agents, employees, guests, invites or visitors, excluding normal wear and tear.

4.08 User Improvements. The Board may be authorized, on a case by case basis to make physical improvements or adjustments to the Facility under the control and direction of the City. All improvements and adjustments must be pre-approved in writing by the City prior to any work activity. Such improvements or adjustments may include, but are not limited to painting, landscaping, building, lighting, amplification, field modification and any other activity that presents a visible or functional impact to the Facility. The Board shall submit an annual list of planned improvements for the preceding year to be considered by the City. The City shall inspect and accept each improvement to ensure that the improvements meet the City’s public use facility standards. All improvements, once completed become the property of the City.

4.09 Improvements by City. The City reserves the right to make improvements of adjustments to the Facility for the benefit of the community at-large. The City will consult with the Board regarding planned improvements that may have an impact on The Board programs.

4.10 Right of Inspection and Access. City shall at all times have the right to inspect its Facilities being used by the Board. The Board is granted year-round use of the concession section for the uses for the term of this agreement, and the Board shall provide two keys to the concession building to the City.

4.11 Concession License. The Board is authorized to sell concessions during their schedules hours of use. The Board is fully responsible for complying with all license and permits required for public vending. No consideration is due to the City from the sales of concessions that benefit the Board programs provided that all associated litter is routinely removed from the building and grounds. The City shall be responsible for its own permits related to food preparation and handling.

ARTICLE V.

OBLIGATIONS OF CITY

5.01 Operating Costs. For the first 5 years after administrative closeout of the CDBG grant, the Board shall pay all operating cost of the facility including utilities, custodial, maintenance, and other costs. After which time, the City will pay for one half of the ongoing utilities and custodial costs.

5.02 Budget Limitations. It is understood and agreed that City’s obligations under this Agreement are subject to and may be affected by City’s budget. If City is unable to fulfill its obligations under this Agreement as a consequence of City’s budget, City will not be liable to the Board for any monetary damages unless it conflicts with the agreed terms of the contract.

5.03 Property Ownership. The City shall retain ownership of the property and the Facility. The Board shall be a tenant under the terms provided within this agreement stated in the purpose section without rental fee. The Board will be responsible for any tenant improvements proposed by the Board. The City must preapprove in writing any proposed improvements or modification to the facility by the Board. The City and Board may jointly make facility improvements that benefit both parties at a shard cost.

5.04 Bus Insurance. The City shall provide the legally required automobile insurance for the transportation van owned by the Board.

ARTICLE VI.

OBLIGATIONS OF THE BOARD

6.01 Senior Programs. The Board is required to meet the programming requirements for CDBG. For the first 5 years of operation after administrative closeout of the CDBG grant, the Facility must be exclusively used for senior citizens. No programs shall be allowed that provide services to persons under the age of 60 years old.

6.02 Meal Program. The Board must provide at a minimum, of 5 meals per week to senior citizen over the age of 60 years old. The meals must be prepared at the Facility and may include meals on wheels to the senior population.

6.03 Operating Costs. For the first 5 years of operation after administrative closeout of the CDBG grant, the Board shall be fully responsible for all operating cost of the facility including utilities, custodial, maintenance, and other costs. After which time, the City will pay for one half of the ongoing utilities and custodial costs.

ARTICLE VII.

ASSIGNABILITY AND EXCLUSIVITY

7.01 Assignment. This Agreement is a privilege for the benefit of the Board only and may not be assigned in whole or in part by The Board to any other person or entity. Both Parties understand that the Board’s use of the Facilities is *nonexclusive* as described herein after administrative closeout of the CDBG grant. The joint use is based upon time availability with the senior center having priority.

ARTICLE VIII.

INSURANCE

8.01 The Board covenants and agrees that during the Term of this Agreement, the Board will furnish to City, at the Board sole cost and expense, a certificate of insurance as proof that it has secured and paid for policies providing general liability insurance covering all risks related to the Board’s activities on, and use and maintenance of the Property. The amounts of such insurance shall not be less than \$1,000,000.00 for personal injury or death, each occurrence.

8.02 City shall be named as an additional insured under the above-described policies, and each such policy shall contain endorsements waiving subrogation rights against City and providing that such policies may not be cancelled unless City is provided with written notice of such intent to cancel at least thirty (30) days prior to any such cancellation. Each such insurance policy shall be procured from a company authorized to do business in the State of Oregon and shall be satisfactory to City. The Board shall provide evidence satisfactory to City that such coverage has been procured and is being maintained at all times during the First Term and any Renewal Term.

ARTICLE IX.**INDEMNIFICATION**

9.01 THE BOARD SHALL, AT ITS SOLE COST AND EXPENSE, INDEMNIFY AND HOLD HARMLESS CITY AND ANY OFFICER, AGENT, EMPLOYEE, OR OFFICIAL OF CITY (HEREINAFTER REFERRED TO AS “INDEMNITEES”), FROM AND AGAINST ANY AND ALL LIABILITY, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND CONSULTANTS), WHICH MAY BE IMPOSED UPON, INCURRED BY OR BE ASSERTED AGAINST THE INDEMNITEES BY REASON OF ANY ACT OR OMISSION OF THE BOARD, ITS PERSONNEL, EMPLOYEES, MEMBERS, PLAYERS, PARTICIPANTS, COACHES, AGENTS, CONTRACTORS OR SUBCONTRACTORS, RESULTING IN PERSONAL INJURY, BODILY INJURY, SICKNESS, DISEASE OR DEATH TO ANY PERSON OR DAMAGE TO, LOSS OF OR DESTRUCTION OF TANGIBLE OR INTANGIBLE PROPERTY, LIBEL, SLANDER, INVASION OF PRIVACY AND UNAUTHORIZED USE OF ANY TRADEMARK, TRADE NAME, COPYRIGHT, PATENT, SERVICE MARK OR ANY OTHER RIGHT OF ANY PERSON, FIRM OR CORPORATION, WHICH MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH THE BOARD’S ACTIVITIES ON, OR USE OR MAINTENANCE OF, THE PROPERTY OR THE BOARD’S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE OR REGULATION.

ARTICLE XI.

GENERAL PROVISIONS

10.01 Notices All notices required herein shall be sent to the respective Parties by certified mail, return receipt requested, at the following addresses:

To City: City of Hermiston
Attention: Director of Parks and Recreation
180 NE 2nd Street
Hermiston OR 97838
541-667-5009

To the Board: Hermiston Senior Board
Attention: Irene Miller
P.O. Box 854
Hermiston OR 97838
541-567-3582

EXECUTED this ____ day of _____, 2013.

CITY:

CITY OF HERMISTON, OREGON

By: _____ Ed Brookshier, City Manager

BOARD:

By: _____ Irene Miller, Board Chairman

Attest:

City Clerk