



# CITY COUNCIL

## AGENDA

MONDAY, JANUARY 08, 2024

COUNCIL CHAMBERS - 180 NE 2ND ST.

*Where Life is Sweet*

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

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

1. **CALL REGULAR MEETING TO ORDER – 7:00 PM**
2. **DECLARATION OF QUORUM**
3. **FLAG SALUTE**
4. **PROCLAMATIONS, PRESENTATIONS AND RECOGNITIONS**
  - A. Presentation- Oregon Department of Transportation (ODOT) and Jacobs
5. **CITIZEN INPUT ON NON-AGENDA ITEMS**

*Anyone wishing to bring anything before the council that is not on the agenda is asked to please do the following: 1. Please limit comments to not more than FIVE minutes; 2. State your name and address; 3. Direct your comments to the Chair.*
6. **CONSENT AGENDA**
  - A. Replat- CJ Evans Family Investments LLC 4N2824BB Tax Lots 800 & 900 16 & 18 SE Campbell Dr
  - B. Minutes of the December 11, 2023 Regular City Council Meeting
7. **ITEMS REMOVED FROM CONSENT AGENDA**
8. **ORDINANCES AND RESOLUTIONS**
  - A. Resolution No. 2303 - Approving Territory Allocation Agreement
  - B. Overview and Outreach Report
  - C. Resolution 2304 – Changing the Dedication of Certain Funds from Franchise Fees to the Street Reserve Fund

- D.** Ordinance No. 2351 - Increasing the Transient Room Tax and Modifying Exemptions
- E.** Ordinance No. 2352 – Adopting a Business License Fee
- F.** Resolution No. 2302 – Updating the Master Fee Schedule for various fees

**9. OTHER**

**10. COMMITTEE REPORTS**

**A.** City Committee and Liaison:

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

**B.** Mayor's Report

**C.** Council Report

**D.** Youth Advisory Report

**E.** Manager's Report

**11. ADJOURN**

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

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



*Where Life is Sweet*

Mayor and Members of the City Council  
**STAFF REPORT**  
For the Meeting of January 8, 2024

**Title/Subject**

Replat- CJ Evans Family Investments LLC 4N2824BB Tax Lots 800 & 900 16 & 18 SE Campbell Dr

**Summary and Background**

Rogers Surveying Inc, P.S. has submitted a replat application to combine two lots located at 16 & 18 SE Campbell Drive. The property is approximately 2.83 acres and is currently vacant. The proposal combines two existing lots into one 2.83 acre parcel. The property is owned by CJ Evans Family Investment LLC and is zoned Outlying Commercial/Light Industrial C-2/M-1. The property is further described as 4N2824BB Tax lots 800 & 900. The city council may take action to approve the final plat as proposed.

The property under consideration is proposed for industrial development by the owner. The potential site plan will have a large industrial building crossing the property line common to Tax Lots 800 and 900. The owner has previously filed a covenant not to sell separately for the two lots to allow the desired building location. However, a covenant not to sell separately will not satisfy building code requirements in the event that a building is proposed to be constructed over a utility easement. Since the utility easements common to the shared line between Tax Lots 800 and 900 was platted as part of the Highlander Center subdivision, the easement may only be vacated through the filing of a new plat. Filing of a new plat will also satisfy the covenant, and that document will be removed from the land title after the plat is filed.

Public notice was provided for the proposed replat. Notice of the land use action was mailed by direct mail to property owners within 100 feet on November 29, 2023. A sign informing the public of the proposal was placed on the property on November 29, 2023.

The criteria that are applicable to the decision to accept the replat are contained in 154.15 through 154.46, 154.60 through 154.66, 157.041 and 157.055 of the Hermiston Code of Ordinances.

The findings of fact are attached to this report as Exhibit A. The conditions of approval are attached as Exhibit B. The map showing the property boundary and adjacent streets and parcels is attached as Exhibit C. The final plat as prepared by the surveyor is attached as Exhibit D. An aerial photo for the council's reference is attached as Exhibit E.

**Tie-In to Council Goals**

Approval of plats is a matter of administration of city ordinances.

**Fiscal Information**

There is no financial impact to the city as a result of this replat. Subsequent development of the vacant parcel will generate additional property tax revenue.

**Alternatives and Recommendation**

Alternatives

The city council may choose to approve or deny the final plat.

Recommended Action/Motion

Staff has reviewed the proposed plat and found that it is prepared in accordance with all requirements of 154.35 (B) and 154.46. The planning commission approved the plat on December 13, 2023. Staff recommends the city council approve the plat subject to the conditions of approval.

Motion to approve the final plat subject to the draft conditions of approval.

**Submitted By:**

Clinton Spencer, Planning Director

**Exhibit A**  
**Findings of Fact**  
**CJ Evans Replat**  
**16 & 18 SE Campbell Dr**  
**January 8, 2024**  
**Chapter 154: Subdivisions**

Design Standards

§154.15 Relation to Adjoining Street System.

The development is bounded by SE Campbell Drive and SE 10<sup>th</sup> St. No new streets are proposed as part of this replat. This criterion is not applicable to the decision to accept the plat.

§154.16 Street and Alley Width.

No new streets or alleys are proposed as part of the plat. The property is currently serviced by SE Campbell Drive and SE 10<sup>th</sup> St. No new streets are proposed as part of this replat. This criterion is not applicable to the decision to accept the plat.

§154.17 Easements.

There are multiple easements noted on the plat. The surveyor's narrative includes reference to an additional easement that is not depicted graphically on the plat. The existing easements are for utility purposes.

No new easements are proposed as part of this replat. The easement common to the existing Lots 8 and 9, Block 1, Highlander Center will be vacated as a result of this replat.

§154.18 Blocks.

No new streets are proposed or required. This criterion is not applicable to this decision to accept the plat.

§154.19 Lots.

The new lot will be approximately 2.83 acres in size. There are no lot size or dimensional standards in the C-2 or M-1 zones. The lot is of adequate size, width, and depth to provide a viable commercial and industrial site.

§154.20 Character of Development.

The property is currently vacant and used as a laydown yard/parking area for the warehouse on the lot directly to the south. Future development on the property as the business expands is anticipated. The lot is generally flat and well suited for industrial development.

§154.21 Parks, School Sites and the Like.

The comprehensive plan and parks master plan do not indicate a need for any parks or schools in the vicinity of the proposed replat.

§154.22 Access Management

The existing access point will remain. This criterion is not applicable to the decision to accept the plat.

§154.35 Preliminary Plat Requirements

(A) Whenever any person desires to subdivide land into building lots and to dedicate streets, alleys or land for public use, the person shall submit four copies of the preliminary sketch plat conforming to the requirements of 154.15 through 154.21 to the Planning Commission before submission of the final plat. **The applicant has met the plat submission requirement.**

(B) The preliminary plat must be filed with the City Planner at least 30 days prior to the meeting of the Planning Commission. Minor partitions containing three lots or less may be exempted from the provisions of this section. **The applicant has met the plat submission date on October 30, 2023.**

(C) The preliminary plat shall show:

(1) The location of present property lines, section lines and the lines of incorporated areas, streets, buildings, water courses, tree masses and other existing features within the area to be subdivided and similar information regarding existing conditions on land immediately adjacent thereto; **Shown as required.**

(2) The proposed location and width of streets, alleys, lots, building and setback lines and easements; **Shown as required.**

(3) Existing sanitary and storm sewers, water mains, culverts and other underground structures within the tract or immediately adjacent thereto. The location and size of the nearest water main and sewer or outlet are to be indicated in a general way upon the plat; **Existing infrastructure is not shown on the preliminary plat.**

(4) The title under which the proposed subdivision is to be recorded and the name of the subdivider platting the tract; **Shown as required.**

(5) The names and adjoining boundaries of all adjoining subdivisions and the names of recorded owners of adjoining parcels of unsubdivided land; **Shown as required.**

(6) Contours referred to a City Engineer's bench mark with intervals sufficient to determine the character and topography of the land to be subdivided, but in no case shall the intervals be more than one foot; **Contours are not shown on the preliminary plat.**

(7) North point, scale and date; **Shown as required.**

(8) Grades and profiles of streets and plans or written and signed statements regarding the grades of proposed streets; and the width and type of pavement, location, size and type of sanitary sewer or other sewage disposal facilities; water mains and other utilities; facilities for storm water drainage and other proposed improvements such as sidewalks, planting and parks, and any grading of individual lots; **Not shown on preliminary plat.**

(9) All the above information unless waived by the Planning Commission. **Staff recommends the Planning Commission waive (3), (6), and (8) above. Review of civil drawings including infrastructure and drainage are required prior to development of the property.**

(D) After the preliminary plat has been submitted to the Planning Commission in accordance with these regulations, a final plat, together with copies of any deed restrictions, shall be prepared and submitted to the City Planner. The plat shall be filed in the office of the City Planner at least 14 days prior to the meeting of the Planning Commission at which approval thereof is asked. This final plat shall be submitted and prepared in accordance with the provisions of 154.45 through 154.46 hereof. **The applicant has met this requirement.**

Minimum Improvements Required

§154.60 Permanent Markers

Permanent markers shall be set as shown on the final plat in accordance with ORS 92.050 through 92.080.

154.61 General Improvements

SE Campbell Drive is a paved city street improved with curb and gutter. SE 10<sup>th</sup> St is a paved city street with no further improvements. At such time that construction occurs on each parcel which triggers the development standards of 157.163 of the Hermiston Code of Ordinances, street improvements are required along that parcel's frontages.

§154.62 Water Lines

A water line is available in SE 10<sup>th</sup> St.

§154.63 Sanitary Sewer System

A sewer line is available in SE 10<sup>th</sup> St.

Final Plat

Per §154.46 of the Hermiston Code of Ordinances, the final plat shall show:

- (A) The boundary lines of the area being subdivided, with accurate distances and bearings. **Shown as required**
- (B) The lines of all proposed streets and alleys with their width and names. **Shown as required**
- (C) The accurate outline of any portions of the property intended to be dedicated or granted for public use. **Shown as required**
- (D) The line of departure of one street from another. **Shown as required**
- (E) The lines of all adjoining property and the lines of adjoining streets and alleys with their widths and names. **Shown as required**
- (F) All lot lines together with an identification system for all lots and blocks. **Shown as required**
- (G) The location of all building lines and easements provided for public use, services or utilities. **Shown as required**

- (H) All dimensions, both linear and angular, necessary for locating the boundaries of the subdivision, lots, streets, alleys, easements, and other areas for public or private use. Linear dimensions are to be given to the nearest 1/10 of a foot. **Shown as required**
- (I) All necessary curve data. **Shown as required**
- (J) The location of all survey monuments and bench marks together with their descriptions. **Shown as required**
- (K) The name of the subdivision, the scale of the plat, points of the compass, and the name of the owners or subdivider. **Shown as required**
- (L) The certificate of the surveyor attesting to the accuracy of the survey and the correct location of all monuments shown. **Shown as required.**
- (M) Private restrictions and trusteeships and their periods of existence. Should these restrictions or trusteeships be of such length as to make their lettering on the plat impracticable and thus necessitate the preparation of a separate instrument, reference to such instrument shall be made on the plat. **No restrictions are proposed and none are referenced on the plat**
- (N) Acknowledgment of the owner or owners to the plat and restrictions, including dedication to public use of all streets, alleys, parks or other open spaces shown thereon, and the granting of easements required. **Shown as required.**
- (O) Certificates of approval for endorsement by the city council and certificate indicating its submission to the planning commission, together with approval for endorsement by other local, county and/or state authority as required by Oregon statutes. **Shown as required.**

**Chapter 157: Zoning**

**§157.041 Outlying Commercial Zone (C-2)/ §157.055 Light Industrial Zone (M-1)**

Tax Lots 4N 28 24BB Tax Lot 800 and 4N 28 24BB Tax Lot 900 are each zoned C-2/M-1.

There is no minimum or maximum lot size in this zone. The proposed lot is 2.83 acres in size.

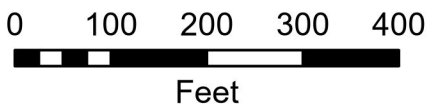
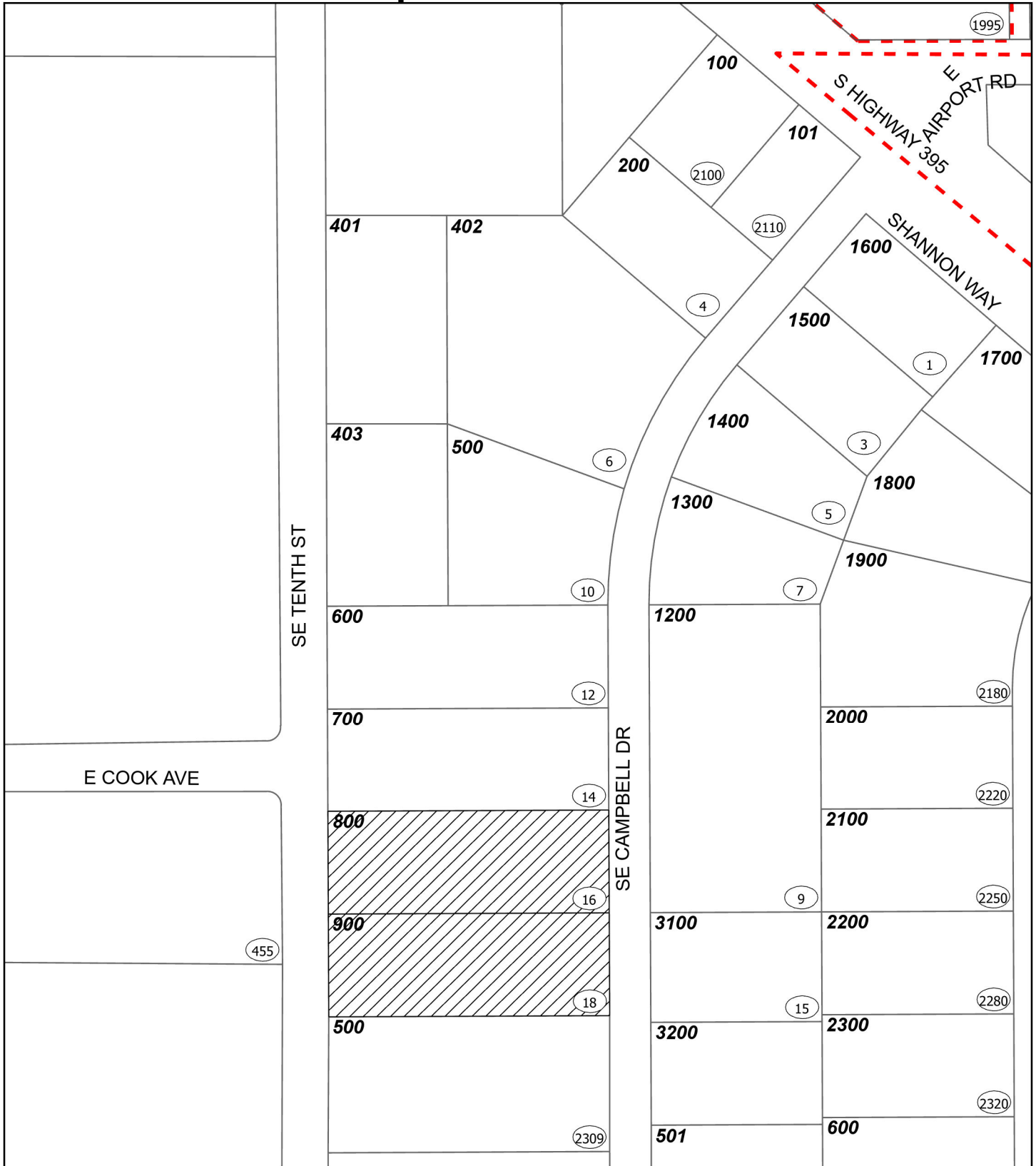


**Exhibit B**  
**Conditions of Approval**  
**CJ Evans Replat**  
**16 & 18 SE Campbell Dr**  
**January 8, 2024**

Subject to the public hearing and testimony presented to the planning commission, the following conditions of approval are proposed:

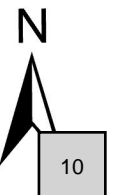
1. At such time that construction occurs on each parcel which triggers the development standards of 157.163 of the Hermiston Code of Ordinances, street improvements are required along that parcel's frontage on SE Campbell Drive.
2. The applicant shall work with and receive certification from the Hermiston Irrigation District prior to obtaining city signature on the plat.

# Notice of Proposed Land Use Action



## Legend

- Area of Proposed Replat
- Property Line
- City Limits
- Urban Growth Boundary



# CJ EVANS REPLAT

LOCATED IN THE NW 1/4 OF SECTION 24,  
TOWNSHIP 4 NORTH, RANGE 28 EAST, W.M.  
HERMISTON, UMATILLA COUNTY, OR

### UMATILLA COUNTY SURVEYOR:

I, DAVID H. KRUMBEIN, UMATILLA COUNTY SURVEYOR, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE ACCOMPANYING PLAT, THAT IT COMPLIES WITH THE LAWS OF THE STATE OF OREGON WITH REFERENCE TO THE FILING AND RECORDING OF SUCH PLATS, AND I THEREFORE APPROVE SAID PLAT FOR THE APPROVAL OF THE COUNTY COMMISSIONERS OF UMATILLA COUNTY, OREGON DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

UMATILLA COUNTY SURVEYOR \_\_\_\_\_

### CITY OF HERMISTON PLANNING COMMISSION:

I DO HEREBY CERTIFY THAT I HAVE EXAMINED THE ACCOMPANYING PLAT AND THAT IT COMPLIES WITH THE CITY OF HERMISTON REGULATIONS WITH REFERENCE TO SUCH PLATS, AND THEREFORE APPROVE SAID PLAT.

CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_

### HERMISTON CITY COUNCIL

I DO HEREBY CERTIFY THAT I HAVE EXAMINED THE ACCOMPANYING PLAT AND IT IS APPROVED FOR FILING AND RECORDING BY MY AUTHORITY, AND THOSE EASEMENTS SHOWN AS VACATED HEREON ARE HEREBY VACATED.

MAYOR \_\_\_\_\_ DATE \_\_\_\_\_

### HERMISTON IRRIGATION DISTRICT:

I DO CERTIFY THAT I HAVE EXAMINED THE ACCOMPANYING PLAT AND IT IS APPROVED FOR FILING AND RECORDING BY MY AUTHORITY.

MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

### UMATILLA COUNTY COMMISSIONERS:

THIS IS TO CERTIFY THAT THE ACCOMPANYING PLAT IS APPROVED FOR FILING AND RECORDING IN THE RECORD OF TOWN PLATS OF UMATILLA COUNTY, OREGON, BY THE UNDERSIGNED BY ITS ORDER. DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CHAIRMAN \_\_\_\_\_ COMMISSIONER \_\_\_\_\_ COMMISSIONER \_\_\_\_\_

### ASSESSOR AND TAX COLLECTOR:

WE, THE ASSESSOR AND TAX COLLECTOR OF UMATILLA COUNTY, OREGON, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TAX RECORDS RELATIVE TO THE LAND COVERED BY THE ACCOMPANYING PLAT AND THAT ALL MONIES DUE FOR STATE AND COUNTY TAXES AND ASSESSMENTS THAT COULD CONSTITUTE A LIEN ON SAID LAND HAVE BEEN PAID AND WE HEREBY APPROVE SAID PLAT. DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

COUNTY ASSESSOR \_\_\_\_\_ COUNTY TAX COLLECTOR \_\_\_\_\_

### SURVEYOR'S NOTES:

- BASIS OF BEARING IS GRID, OREGON STATE PLANE, NORTH ZONE, NAD83(11), BASED ON GNSS OBSERVATIONS. DISTANCES ARE "GROUND" SCALED FROM GRID USING A COMBINED FACTOR OF 1.00068835 FROM LAT: 45°49'0.17"N LONG: 119°16'3.22"W
- = DENOTES FOUND MONUMENT AS NOTED
- (M) = MEASURED PER THIS SURVEY (C) = COMPUTED (R) = RECORD PER SURVEY 06-520-A (EDWARDS)

### SURVEYOR'S NARRATIVE:

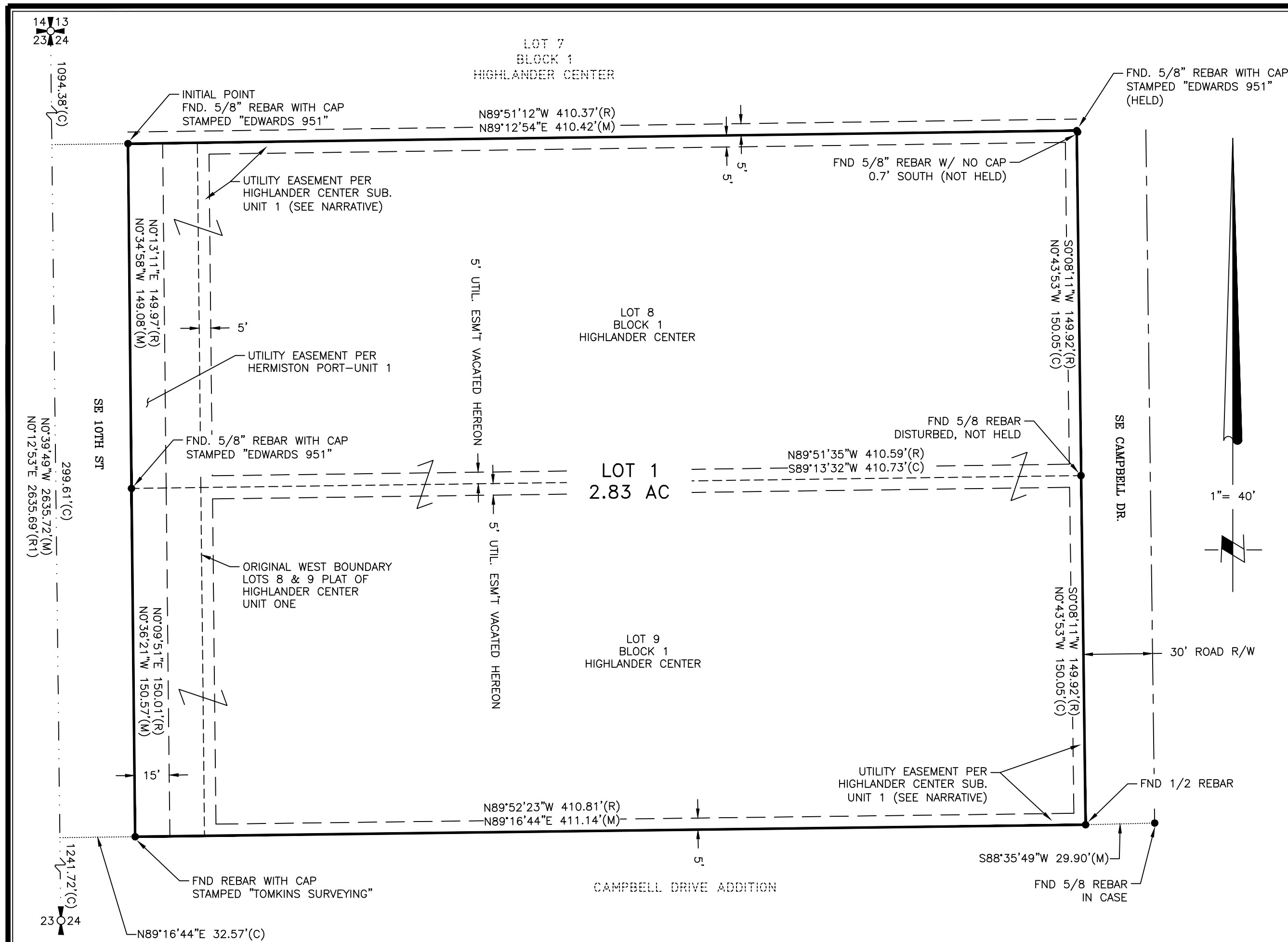
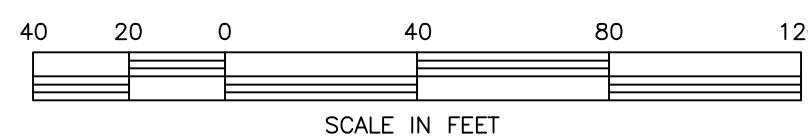
THE PURPOSE OF THIS REPLAT IS TO COMBINE THE SUBJECT PROPERTIES INTO A SINGLE LOT AND DISSOLVE THE INTERIOR LOT LINES. CORNER MONUMENTS FOUND HEREON ORIGINATING FROM EDWARDS' SURVEY 06-520-A WERE HELD TO CONTROL THE CORNERS OF THE SUBJECT PROPERTY. AT THE NORTHEAST CORNER, A SECOND MONUMENT OF UNKNOWN ORIGIN WAS FOUND AND REJECTED AS IT DOES NOT CONFORM TO THE RECORD. A DISTURBED MONUMENT WAS FOUND AT THE EASTERLY CORNER COMMON TO LOTS 8 AND 9, AND WAS REJECTED DUE TO BEING DISTURBED.

EASEMENTS SHOWN HEREON ARE THOSE DESCRIBED ON THE PLAT OF HIGHLANDER CENTER SUBDIVISION-UNIT ONE (VOLUME 10 PAGE 28). NOTE: EASEMENTS ARE NOT DEPICTED GRAPHICALLY ON THE FACE OF SAID PLAT, INSTEAD THEY ARE DESCRIBED IN THE DEDICATION STATEMENT: "...AND A 5' UTILITY EASEMENT ADJACENT TO ALL LOT LINES." THIS IS SOMEWHAT AMBIGUOUS AS IT COULD BE INTERPRETED TO INCLUDE ONLY THE SIDE LOT LINES AND NOT THE PUBLIC ROAD RIGHT OF WAY MARGINS. FOR THIS SURVEY I HAVE INTERPRETED IT TO INCLUDE THE PUBLIC ROAD RIGHT OF WAY MARGINS AS THAT IS THE MORE RESTRICTIVE INTERPRETATION AGAINST THE GRANTOR OF THE EASEMENTS. A SEPARATE INSTRUMENT (2021-7280468) CREATES AN EASEMENT FOR UMATILLA ELECTRIC. THE DESCRIPTION CONTAINED IN SAID INSTRUMENT DOES NOT DESCRIBE A CLOSED FIGURE. I BELIEVE THE INTENT IS TO DESCRIBE THE EAST 5' OF LOT 9 BUT THERE ARE OTHER POSSIBLE INTERPRETATIONS.

REV: NONE

CLIENT		O'BRIEN CONSTRUCTION		JOB	34423
PROJECT REPLAT LOTS 8-9 HIGHLANDER CIRCLE					
PTN OF SEC. 24, T. 4 N., R. 28 E. W.M.					
DRN. BY	DCP	SCALE	1"=40'	F. B. NO.	NONE
APPROVED	DPB	DATE	9/8/23	ACAD VER	- C3D21
				FILE:	34423.DWG
				SHEET	1
				OF	1

**RSI ROGERS SURVEYING INC., P.S.**  
 1455 COLUMBIA PARK TRAIL  
 RICHLAND, WA. 99352  
 PHONE (509) 783-4141  
 FAX: (509) 783-8994  
 www.rogerssurveying.com



### SURVEYOR'S CERTIFICATE:

I, DAVID P. BAALMAN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON, DO HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH LEGAL MONUMENTS THE LAND AS SHOWN HEREON IN ACCORDANCE WITH ORS CHAPTER 92, AS REVISED, AND THE CITY OF HERMISTON DEVELOPMENT ORDINANCES. I FURTHER CERTIFY THAT THE INITIAL POINT HAS BEEN IDENTIFIED AS THE FOUND EDWARDS REBAR MARKING THE NORTHWEST CORNER OF THE SUBJECT PROPERTY, AS SHOWN HEREON. I FURTHER CERTIFY THAT I HAVE PROVIDED THE TRACT LEGAL DESCRIPTION IN ACCORDANCE WITH ORS 92.070(1) AS SHOWN BELOW.

REGISTERED PROFESSIONAL LAND SURVEYOR

**PRELIMINARY**

OREGON  
 NOVEMBER 13, 2012  
 DAVID P. BAALMAN  
 86848PLS

I CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL.

DATE: \_\_\_\_\_ DAVID P. BAALMAN 86848 PLS

### LEGAL DESCRIPTION:

(SOURCE: WARRANTY DEED INSTRUMENT 2021-7230144)

LOTS 8 AND 9, BLOCK 1, HIGHLANDER CENTER SUBDIVISION, UNIT 1, A PLANNED UNIT DEVELOPMENT IN THE CITY OF HERMISTON, UMATILLA COUNTY, OREGON;

ALSO INCLUDING ALL THAT PORTION OF THE FOLLOWING DESCRIBED TRACT OF LAND WHICH LIES WESTERLY OF AND ADJACENT TO THE WEST LINE OF SAID LOTS 8 AND 9, SAID TRACT BEING DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 28, EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON; THENCE NORTH 00°39'55" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 1841.78 FEET; THENCE NORTH 89°20'05" EAST, A DISTANCE OF 33 FEET TO THE NORTHWEST CORNER OF LOT 2, BLOCK 2, REPLAT OF LOTS 1 AND 2, BLOCK 1 AND ALL OF BLOCK 2, HERMISTON PORT-UNIT ONE AND LOT 8, BLOCK 3, HIGHLANDER CENTER SUBDIVISION-UNIT 2 AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE NORTH 89°13'00" EAST, A DISTANCE OF 28.29 FEET TO THE NORTHWEST CORNER OF LOT 6, BLOCK 1 OF SAID HIGHLANDER CENTER SUBDIVISION-UNIT 1; THENCE SOUTH 00°44'01" EAST ALONG THE WEST LINES OF LOTS 6, 7, 8, AND 9 OF SAID BLOCK 1, A DISTANCE OF 600.23 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 89°15'05" WEST, A DISTANCE OF 29.01 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTHEAST 10TH STREET; THENCE NORTH 00°39'55" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID STREET, A DISTANCE OF 600.22 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE COUNTY ROAD AND STREET RIGHT-OF-WAYS.

### OWNER'S DECLARATION:

CJ EVANS FAMILY INVESTMENTS, LLC, AN OREGON LIMITED LIABILITY COMPANY, THE OWNER OF THE LAND DESCRIBED HEREON, DO HEREBY DECLARE THAT WE HAVE CAUSED THIS REPLAT TO BE PREPARED AND THESE LANDS REPLATTED IN ACCORDANCE WITH O.R.S. CHAPTER 92 AND CITY OF HERMISTON SUBDIVISION ORDINANCE, DO HEREBY ACKNOWLEDGE THE EXISTING EASEMENTS OF RECORD, AND DO HEREBY VACATE THOSE EASEMENTS SHOWN AS VACATED HEREON.

MANAGING MEMBER, CJ EVANS FAMILY INVESTMENTS, LLC

### ACKNOWLEDGEMENT:

STATE OF OREGON  
 COUNTY OF UMATILLA

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, THE ABOVE NAMED INDIVIDUAL APPEARED PERSONALLY BEFORE ME AND ARE KNOWN TO BE TO BE THE IDENTICAL INDIVIDUALS WHO EXECUTED THE PLAT DEDICATION AND ACKNOWLEDGED THAT THEY DID SO FREELY AND VOLUNTARILY.

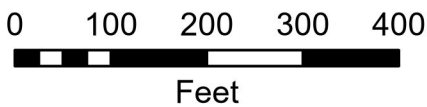
SIGNATURE NOTARY PUBLIC - STATE OF OREGON

PRINTED NAME \_\_\_\_\_

COMMISSION NO. \_\_\_\_\_

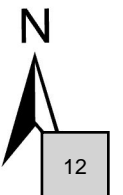
MY COMMISSION EXPIRES \_\_\_\_\_

# Notice of Proposed Land Use Action



### Legend

- Area of Proposed Replat
- Property Line
- City Limits
- Urban Growth Boundary





# CITY COUNCIL

## Regular Meeting Minutes December 11, 2023

Council President Primmer called the regular meeting to order at 7:02pm. Present were Councilors Peterson, Barron, Duron, and Linton. Mayor Drotzmann and Councilors Hardin, Myers, and McCarthy were excused. Municipal Court Judge Cameron Bendixsen (exited at 8:04pm) was in attendance, as well as City staff to include: City Manager Byron Smith, Assistant City Manager Mark Morgan, City Attorney Rich Tovey, Captain Travis Eynon, Planning Director Clint Spencer, Parks and Recreation Director Brandon Artz, and City Recorder Lilly Alarcon-Strong. Youth Advisor Present was Jeannine Heredia (exited 7:36pm). The pledge of allegiance was given.

### Presentation- Hermiston School District Updates

Hermiston School District (HSD) Assistant Superintendent Jake Bacon gave HSD updates and information to include: Scheduled calendar events including Winter Break, construction at Highland Hills Elementary School, sport activities, winter concerts, 1<sup>st</sup> Student App that allows for live viewing and bus tracking, and the continuation of the Mental Health series on 01/09/2024 at 6:30pm at Rocky Heights.

### Citizen Input on Non-Agenda Items

Brian Owens (665 W Division Ave)- Stated he is the owner of the Roller Rink and property behind it. For the last 12 years there has been miscommunication between the City, Irrigation District, and Core of Engineers regarding the drainage ditch on his property. Due to this miscommunication and inaction from these three entities, he has spent well over \$150,000 on improvements to the ditch and surrounding area to prevent flooding in the area, as well as health and safety concerns with high stagnant water and children playing in the area, only to have the City undo what he has done. Mr. Owens would like the City to either take care of this issue or allow him to do it to give him some resolve.

Nick Ridling (1003 SW Olive Court)- Stated he wanted to address the budget overspending and suggested the City make as many cuts as possible and not add more expenses at this time. While understanding that these are hard conversations to have, decisions need to be made that reflect this hardship. Mr. Ridling stated he is in support of adding three officers but not a Public Safety Fee as it is not specifically tied to anything and asked what the money collected for it will be used for and how it will improve the community as this fee won't have an impact on homelessness issues, drugs being used in public spaces in front of everyone at the Library, City Hall, and Parks. Mr. Ridling stated he is also not in support of a Business License Fee but is in support of a higher TRT and updating Planning Fees.

### Consent Agenda Items

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

- A. Minutes of the November 27, City Council Special Town Hall and Regular Meetings
- B. Minutes of the October 23, Public Safety Committee Meeting

Motion carried unanimously.

### Resolution No. 2299- RWS Phase 2 Pump Improvements

Assistant City Manager Morgan gave information regarding awarding C&E Trenching, LLC the construction contract related to water and sewer infrastructure improvements in the Feedville Road corridor at multiple locations throughout the Regional Water System.



## CITY COUNCIL

### Regular Meeting Minutes December 11, 2023

After some discussion, Councilor Barron moved and Councilor Duron seconded to approve Resolution No. 2299 and lay upon the record. Motion carried unanimously.

#### **Resolution No. 2230- Purchase 44 Acres of Land within the South Hermiston Industrial Park**

Assistant City Manager Morgan presented information (PowerPoint Presentation attached) regarding purchasing 44 acres of light industrial land located within the South Hermiston Industrial Park to help with potential economic and workforce development.

After some discussion, Councilor Barron moved and Councilor Peterson seconded to approve Resolution No. 2230 and lay upon the record. Motion carried unanimously.

#### **Resolution No. 2231- Return of A Misdemeanor Prosecution to Hermiston Municipal Court**

City Manager Smith spoke regarding authorizing the return of adjudication of Class A Misdemeanors from the Circuit Court to the Municipal Court as the Municipal Court continues to improve their procedures and can offer a quicker processing time for the public.

City Attorney Tovey explained that Class A Misdemeanors are DUI, Theft II, Criminal Mischief, Trespassing, and offenses that can carry no more than a 364-day jail sentence.

Municipal Court Judge Bendixsen stated the Circuit Court is unable to adjudicate cases quickly because of their heavy case load; returning A Misdemeanors to the Municipal Court would require scheduling more Jury Trials than what is currently being done but the Municipal court can process these cases in a few weeks rather than an unknown time frame at the Circuit Court. Judge Bendixsen praised the Court staff stating they are doing excellent work.

After some discussion, Councilor Linton moved and Councilor Barron seconded to approve Resolution No. 2231 and lay upon the record. Motion carried unanimously.

(Judge Bendixsen exited the meeting at 8:04pm)

#### **Committee Reports**

None given.

#### **Council President's Report**

President Primmer spoke regarding:

- Tree Lighting event on 11/30 and Pancakes with Santa stating the events were well attended and thanked Parks and Recreation for the great job they did organizing these events
- Festival of Lights at EOTEC
- Stepping Stones Alliance Open House and Ribbon Cutting Event
- North 1<sup>st</sup> Place Street reopening and the great look and feel of the road
- Thanked City Recorder Alarcon-Strong for providing the Council with power supply chargers at the dais
- Asked City Manager Smith to stand and display the tie he was wearing showcasing photos of staff members and the City logo and tagline



# CITY COUNCIL

Regular Meeting Minutes  
December 11, 2023

### Council Reports

Councilor Peterson spoke regarding attending the Stepping Stones Alliance Open House and Ribbon Cutting and speaking to a member of the public who expressed excitement and hopefulness regarding being able to use the facility to gain stability for himself, which is what Stepping Stones is all about; and thanked all those who made this project a reality.

Councilor Barron agreed with Councilor Peterson and thanked Cathy Lloyd who worked hard to make this Stepping Stones idea a reality with help from many area agencies, and while there is still work to be done it's great to celebrate the accomplishments to date.

Councilor Duron stated Stepping Stones Alliance is a great project but is concerned that there may be people who still do not know about it that can benefit from what they offer and thanked all those involved in the project.

Councilor Linton Thanked Cathy Lloyd for her vision and hard work to make Stepping Stones a reality, stating she has always been in support of this project; and thanked City Recorder Alarcon-Strong for providing meals to Stepping Stone guests.

### Youth Advisory Report

None given.

### City Manager's Report

None given.

### Adjournment

Council President Primmer adjourned the City Council meeting at 8:25pm as there was no other City business.

SIGNED:

\_\_\_\_\_  
Doug Primmer, Council President

ATTEST:

\_\_\_\_\_  
Lilly Alarcon-Strong, CMC, City Recorder




**Res. 2300: Buy 44ac in SHIP**  
December 11, 2023 City Council



### Action Description

- Purchase 44 Acres of Light Industrial Land
- Cost: \$1,954,480



### SHIP Timeline: Cook Site (April, 2021)



**360 Acres Agriculture**

Google Earth

### SHIP Timeline: Cook Site (May, 2023)



**Warehouse**

**TECH**

**TECH**

Google Earth









### Why Purchase?

- Shovel-Ready
- Surplus/Available
- Local Economic Control

South Hermiston Industrial Park  
Cook Site #3: 44 Acres



## Corporate Zombie Properties- Seattle Children's Hospital



## Corporate Zombie Properties

- Stunt Job Growth
- Stunt Tax Growth
- Valuable/Developable
- Owner Inertia Prevents Effort Required to Sell



## Purchase Financials

- Negotiated- 2023
- Market-Rate Price
- \$1,954,480- Utility Fund



## Utility Fund Balance

- Oct. '23: \$6,523,745
- Savings for large Expenses
- LGIP Avg. Return
  - 2.00% (2018-23)



## Exit/Sales-Strategy

- Liquidate <1Yr
- <5 Year Hold
- Advertised Price: \$75K/ac
- Econ. Dev. Price: \$44K+ Negotiable with Job Creation



## Exit/Sales-Strategy

- Sub-Divide No Less than 10ac
- 5Yr Liquidation Price: \$48,580/ac\*
- \*Equal to 2% LGPI Rate over 5 Years



Questions?

Where Life is Sweet™



*Where Life is Sweet*

Mayor and Members of the City Council  
**STAFF REPORT**  
For the Meeting of January 8, 2024

**Title/Subject**

Resolution 2303 - Approving Territory Allocation Agreement

**Summary and Background**

In early 2022, The City and Umatilla Electric Cooperative (UEC) agreed to a Customer Allocation Agreement (CAA) of Hermiston Energy Services (HES) defined service territory on Umatilla County Tax Lot No. 4N2824-00-00600 to allow UEC to provide service to its Member via Resolution 2208.

The above tax lot straddled both UEC and HES service territories, with the vast majority of the lot residing in UEC's defined territory. After verifying options, HES proposed and UEC supported a Customer Allocation Agreement (CAA) to serve its Member.

In late 2022, and Industrial customer requested service from Hermiston Energy Services in excess of 50 average megawatts on the adjacent property. The requested service is entirely within HES's defined service territory. Due to the size of the request and the timeline, HES determined it would not have the ability to serve the load.

HES contacted UEC about providing service to the customer. UEC desired to serve its Member; however, due to the required facilities needed to serve the proposed load, they requested, and HES agreed for the entire property to be permanently transferred into UEC's service territory.

HES contracted with Stole Rives LLP to research how the Oregon Public Utility Commission (OPUC) would view a service territory transfer (STT) in Oregon. It was determined that ORS 758.410 allows utilities to enter into agreements to allocate territory and customers and to designate which territories and customers are to be served by each utility.

**Conclusion:**

After verifying options, UEC and HES supported replacing the existing Customer Allocation Agreement (CAA) on Tax Lot No. 600, Map No. 4N2824-00-00600, with an STT. This updated Agreement would include Tax Lot No. 200 Map No. 4N2823-00-00200.

HES and UEC believe that permanently allocating the Property and the Adjacent Property to UEC as provided for in this Agreement will eliminate or avoid unnecessary duplication of utility facilities and will promote the efficient and economic use and development and the safety of operation of both utility systems while providing adequate and reasonable service to the Member and other customers in the service territories of both Parties.

This Agreement and the replacement of the Customer Allocation Agreement with this Agreement shall be effective and enforceable only upon approval of this by the OPUC pursuant to ORS 758.415.

HES requested a Sunset clause as part of the Agreement. Accordingly, if the UEC Member does not commence construction of the Facility within thirty-six months from the Effective Date, this Agreement shall automatically terminate.

**Tie-In to Council Goals**

Goal 1: Workforce Development: Attract Industry and Jobs.

**Fiscal Information**

None

**Alternatives and Recommendation**

Alternatives

Approve Resolution 2303

Deny Resolution 2303

Recommended Action/Motion

Staff recommends approving Resolution 2303 as presented.

**Submitted By:**

Nate Rivera, HES General Manager

## TERRITORY ALLOCATION AGREEMENT

This Territory Allocation Agreement (the “Agreement”) is entered into by and between the City of Hermiston doing business as Hermiston Energy Services (“HES”), an Oregon municipal corporation, and Umatilla Electric Cooperative (“UEC”) an Oregon cooperative corporation, each hereinafter sometimes referred to as a “Party” or together as the “Parties.”

### RECITALS

A. HES and UEC are each engaged in the retail sale of electricity to customers within defined service territories approved by the Public Utility Commission of Oregon (the “Commission”). The respective service territories of HES and UEC include areas located adjacent to each other in Umatilla County, Oregon.

B. HES and UEC previously entered into a Customer Allocation Agreement that allows UEC to serve Amazon Data Services, Inc. (“Customer”) on certain property described as Lot 2, STAHL REPLAT, recorded in Record No. 2019-6940037, Book 16 Page 95, on 11-27-2019 in the office of County Records in Umatilla County, State of Oregon and currently designated as Tax Lot No. 600, Map No. 4N2824-00-00600 in Umatilla County, Oregon (“Property”) even though portions of that Property are in HES’ service territory.

C. The Commission approved the Customer Allocation Agreement in Order 22-249 on July 6, 2022.

D. UEC and HES have agreed to replace the Customer Allocation Agreement with this Agreement to permanently transfer all of the Property into UEC’s service territory, subject to Commission approval.

E. Customer intends to construct, own, and operate one or more industrial facilities and related ancillary facilities on Lot 1, STAHL REPLAT, recorded in Record No. 2019-6940037, Book 16 Page 95, on 11-27-2019 in the office of County Records in Umatilla County, State of Oregon and currently designated as Tax Lot No. 200 Map No. 4N2823-00-00200 in Umatilla County, Oregon (“Adjacent Property”). Customer has requested that UEC also provide utility service on the Adjacent Property even though the Adjacent Property is in HES’ service territory.

F. ORS 758.410 allows utilities to enter into agreements to allocate territory and customers and to designate which territories and customers are to be served by each utility.

G. UEC desires to serve, and HES has agreed to allow UEC to serve, the Customer on the Adjacent Property.

H. UEC and HES have agreed to permanently transfer the Adjacent Property into UEC’s service territory, subject to Commission approval.

I. The Parties believe that permanently allocating the Property and the Adjacent



Property to UEC as provided for in this Agreement will eliminate or avoid unnecessary duplication of utility facilities and will promote the efficient and economic use and development and the safety of operation of the utility systems of the Parties, while providing adequate and reasonable service to the Customer and other customers in the service territories of both Parties.

J. Accordingly, HES and UEC hereby desire to enter into this Agreement pursuant to ORS 758.410 to permanently transfer the Property and Adjacent Property into UEC’s service territory so that UEC can serve the Customer and future customers on the Property and Adjacent Property as provided for in this Agreement, and to complete the transactions contemplated by this Agreement on the terms and conditions set forth herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants, promises and releases set forth herein, and the recitals stated above which are incorporated into this Agreement as if fully set forth herein, the Parties agree as follows:

**SECTION I  
TERRITORY ALLOCATION**

1.1 Effective Date. This Agreement shall become effective upon the execution of this Agreement by both Parties (“Effective Date”); provided, however, that Section 1.2 of this Agreement, and the replacement of the Customer Allocation Agreement with this Agreement, shall be effective and enforceable only upon approval of this Agreement by the Commission pursuant to ORS 758.415.

1.2 Allocation of Rights and Obligations. Subject to all terms and conditions of this Agreement:

- i. UEC shall have the right and obligation to provide retail electric service to the Customer and other customers on the Property and Adjacent Property, including the construction of any necessary utility improvements.
- ii. Except as provided in Section 1.3, HES shall have no right or obligation to provide retail electric service to the Customer or other customers on the Property and Adjacent Property.
- iii. This Agreement provides for a permanent adjustment to the respective service territories of HES and UEC by transferring the Property and Adjacent Property into UEC’s service territory. Neither Party is transferring utility assets under this Agreement, and no monetary compensation will be paid to either Party.

1.3 Existing HES Facilities on Adjacent Property Serving Existing Load. HES has utility facilities that consists of overhead and underground electric distribution facilities and

equipment, serving an existing load (“Existing Load”) on the Adjacent Property as described in Exhibit A (“Existing HES Facilities”). The Parties Agree that HES may continue to serve the Existing Load served by the Existing HES Facilities on the Adjacent Property until the date Customer begins to develop the Adjacent Property. Following the time when HES’s service to the Existing Loads on the Adjacent Property ceases, it shall be UEC’s obligation to either remove or replace, at its sole cost, the Existing HES Facilities as may be needed. HES shall thereafter have no liability or obligation with respect to the Existing HES Facilities, including for repair, removal, or replacement, and UEC shall indemnify HES from and against all claims, damages, losses, or other costs arising with respect to the Existing HES Facilities.

1.4 Release of Claims. HES and UEC mutually agree to release and discharge one another, including their respective successors in interest, assignees, and their officers, directors, employees, shareholders, members and agents from all claims, demands, causes of action, suits, damages, liabilities, compensation, costs, expenses and losses, whether known or unknown, that arise from or are related to the permanent territory allocation of the Property and Adjacent property described herein, including, but not limited to: (a) any planning, design, and development activities related to this Agreement undertaken by UEC prior to Commission approval of this Agreement; and (b) provision of retail electric service to the Customer on the Property and Adjacent Property.

1.5 Sunset. Notwithstanding any other provision of this Agreement, if Customer does not commence construction on the Adjacent Property within thirty-six months from the Effective Date, this Agreement shall automatically terminate. Subject to Section 5.3, the Parties shall inform the Commission of such termination and apply to the Commission to reallocate the Property and Adjacent Property to return to HES’ service territory, as necessary.

1.6 Reservation. Nothing in this Agreement shall constitute an admission of liability or waiver of rights of either Party and each Party reserves all rights under applicable law to provide retail electric service in accordance with applicable Oregon law upon termination of this Agreement.

**SECTION II  
HES REPRESENTATIONS AND WARRANTIES**

HES represents and warrants as follows:

2.1 Organization and Powers of HES. HES is an Oregon municipal corporation, duly organized and legally existing under the laws of the State of Oregon. HES has all necessary municipal power and authority to own, lease, and operate its properties and assets and to carry on its business as now conducted and as proposed to be conducted. HES has the power and authority to execute and deliver this Agreement and to consummate the transaction contemplated herein.

2.2 Agreement Authorized. This Agreement has been duly and validly authorized, executed and delivered in accordance with the requirements of applicable law and constitutes the

valid and binding obligation of HES enforceable in accordance with its terms, except as enforcement may be limited by Commission approval pursuant to ORS 758.415, applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and except that the availability of the equitable remedies of specific performance and injunctive relief are subject to the discretion of the court before which any proceeding may be brought.

2.3 Governmental Authorization. Except for the approval of the Commission pursuant to ORS 758.415, and approval by the Hermiston City Council, no declaration, filing or registration with, or notice to, or authorization, consent, or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by HES or the consummation by HES of the transactions contemplated by this Agreement.

2.4 Non-Contravention; Approvals. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate, conflict with, or result in a breach of any provision of, or constitute a default under, or result in the termination of any note, bond, mortgage, indenture, deed of trust, contract, lease or other instrument, obligation or agreement of any kind to which HES is now a party.

**SECTION III  
REPRESENTATIONS AND WARRANTIES OF UEC**

3.1 Organization and Powers of UEC. UEC is an Oregon cooperative corporation duly organized and legally existing under the laws of the State of Oregon. UEC has all necessary corporate power and authority to own, lease and operate its properties and assets and to carry on its business as now conducted and as proposed to be conducted.

3.2 Authority Relative to Agreement. UEC has the power and authority to execute and deliver this Agreement and to consummate the transaction contemplated herein. This Agreement has been duly and validly authorized, executed and delivered in accordance with the requirements of applicable law and constitutes the valid and binding obligation of UEC enforceable in accordance with its terms, except as enforcement may be limited by Commission approval pursuant to ORS 758.415, applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and except that the availability of the equitable remedies of specific performance and injunctive relief are subject to the discretion of the court before which any proceeding may be brought.

3.3 Governmental Authorization. Except for approval of the Commission pursuant to ORS 758.415, no declaration, filing or registration with, or notice to, or authorization, consent or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by UEC or the consummation by UEC of the transactions contemplated by this Agreement.

3.4 Non-Contravention; Approvals. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate, conflict with or

result in a breach of any provision of, or constitute a default under, or result in the termination of any note, bond, mortgage, indenture, deed of trust, contract, lease or other instrument, obligation or agreement of any kind to which UEC is now a party.

**SECTION IV  
MUTUAL COVENANTS**

4.1 Press Releases. No press releases or other public announcements concerning the transactions contemplated by this Agreement shall be made by either Party without the consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that nothing herein shall operate to prevent a Party from supplying such information or making statements as required by governmental authority or in order for a Party to satisfy its legal obligations (prompt prior notice of which shall in any such case be given to the other Party).

4.2 Conditions and Best Efforts. Subject to the terms of this Agreement and fiduciary obligations under applicable law, HES and UEC shall each use commercially reasonable efforts to effectuate the transactions contemplated by this Agreement and to fulfill all of the conditions of its obligations under this Agreement and will do all such acts and things as reasonably may be required to carry out its obligations hereunder and to consummate and complete this Agreement, including, without limitation of the foregoing, promptly making application for approval of this Agreement by the Commission in accordance with ORS 758.415 to 758.425. Each Party acknowledges and agrees to represent to the Commission that this Agreement satisfies ORS 758.415 because it will eliminate or avoid unnecessary duplicating of facilities and will promote the efficient and economic use and development and the safety of operation of the utility systems of the Parties while providing adequate and reasonable service to the Customer and future customers on the Property and Adjacent Property. Notwithstanding the foregoing, neither Party shall be required in connection with the Commission's approval to agree to any payment or agree to any conditions of approval that are unacceptable to such Party. Further, as a condition of approval of this Agreement, the Parties shall request the Commission to include in its order a condition that automatically reinstates the Customer Allocation Agreement in the event this Agreement is terminated for any reason.

**SECTION V  
TERMINATION**

5.1 Termination. In addition to the automatic termination provided for in Sections 1.4 and 1.5, this Agreement may be terminated and abandoned at any time:

- a. If the Parties agree in writing to terminate this Agreement by mutual consent;
- b. by either Party if the Commission determines in a final order not to grant

its approval of this Agreement pursuant to ORS 758.425, or within 30 days of a final order if the Commission approves the Agreement but imposes conditions that either Party finds unacceptable in its sole discretion; or

c. by either Party if any court of competent jurisdiction in the United States or any state will have issued an order, judgment, or decree (other than a temporary restraining order) restraining, enjoining, or otherwise prohibiting the transactions contemplated in this Agreement.

5.2 Effect of Termination. Any termination pursuant to Section 1.5 or this Section V will relieve both the Parties hereto of all of their obligations set forth herein and any liability with respect thereto; provided that the release of claims in Sections 1.3 and 5.3 shall survive termination and provided further that termination of this Agreement does not relieve either Party of liability for breach of this Agreement.

5.3 Effect of Termination on Customer Allocation Agreement. In the event of any termination pursuant to Section 1.5 or this Section V, the Customer Allocation Agreement shall be automatically reinstated and the Parties shall cooperate in good faith for Commission approval of the reinstated Customer Allocation Agreement and the reallocation of the Adjacent Property to HES’s service territory, if necessary.

**SECTION VI  
ASSIGNMENT**

6.1 Assignment. Neither party shall assign its rights under this Agreement to any third party without the written consent of the other Party to this Agreement, which consent shall not be unreasonably withheld.

6.2 No Discharge. No assignment of this Agreement shall operate to discharge the assignor of any duty or obligation hereunder without the written consent of the other Party.

**SECTION VII  
MISCELLANEOUS**

7.1 Indemnification. From and after the Effective Date, HES shall defend, hold harmless, and indemnify UEC and its directors, officers, employees, members, agents, successors and assigns, from and against any third-party allegation or claim, or any loss, damage, settlement, cost, expense, and any other liability (including reasonable attorneys’ fees incurred) arising from HES’ performance of its obligations under this Agreement, except to the extent caused by the negligent act or omission or willful misconduct of UEC or its employees, contractors, and agents.

From and after the Effective Date, UEC shall defend, hold harmless, and indemnify HES and its council, directors, officers, employees, members, agents, successors and assigns, from

and against any third-party allegation or claim, or any loss, damage, settlement, cost, expense and any other liability (including reasonable attorneys' fees incurred) arising from UEC's performance of its obligations under this Agreement, except to the extent caused by the negligent act or omission or willful misconduct of HES or its employees, contractors and agents.

7.2 Jury Waiver. HES and UEC hereby irrevocably waive, to the fullest extent possible, all right of trial by jury in any action, proceeding, or counterclaim arising out of or in connection with this Agreement.

7.3 Amendment. This Agreement may be amended only by an instrument in writing executed by the Parties which expressly refers to this Agreement and states that it is an amendment hereto.

7.4 Section and Paragraph Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

7.5 Waiver. Any of the terms or conditions of this Agreement may be waived at any time and from time to time, in writing, by the Party entitled to the benefit of such terms or conditions.

7.6 Choice of Law. This Agreement is subject to and shall be construed under the laws of the State of Oregon, exclusive of conflict of law provisions.

7.7 Prevailing Party Costs. If a Party commences an action against the other Party because of a breach by that Party of its obligations under this Agreement or any documents executed in consummation with the transaction contemplated by this Agreement, the prevailing party in any such action shall be entitled to recover from the losing Party its expenses, including reasonable attorneys' fees, incurred in connection with the prosecution or defense of such action, and any appeal thereof.

7.8 Notices. All notices, requests, demands and other communications given by UEC or HES shall be in writing and shall be deemed to have been given when telecopied with confirmed transmission, when hand delivered, or four business days after deposit into the United States mail, to the following addresses:

///  
///  
///  
///  
///

<p>If to HES:</p> <p>Hermiston Energy Services  Attn: General Manager  215 E Gladys  Hermiston, OR 97838  Phone: 541.667.5035  Email: nrivera@hermiston.or.us</p> <p>With a copy to:  Stoel Rives LLP  Attn: Jason Johns  760 SW Ninth Ave., Suite 3000  Portland, OR 97205  Email: jason.johns@stoel.com</p>	<p>If to UEC:</p> <p>Umatilla Electric Cooperative  Attn: General Manager/CEO  750 W. Elm Ave.  P.O. Box 1148  Hermiston, OR 97838  Phone: 541.567.6414  Email:  Executive@umatillaelectric.com</p> <p>With a copy to:  Cable Huston LLP  Attn: Thomas M. Grim  1455 SW Broadway, Suite 1500  Portland, OR 97201  Email:  Legal@umatillaelectric.com</p>
---	--

7.9 Integrated Agreement. This Agreement, and the exhibits hereto, when executed, constitute the entire agreement between the Parties hereto and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter hereof. Once the Commission has approved this Agreement, this Agreement shall replace the Customer Allocation Agreement in its entirety.

7.10 Execution. This Agreement may be executed electronically and in two or more counterparts, each of which will for all purposes be deemed to be an original and both of which will constitute one and the same instrument.

7.11 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be construed as nearly as possible to give effect to the original intent of the Parties.

///

///

7.12 No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended or shall be construed to confer upon or give to a person, firm, corporation or municipality other than Customer and the parties hereto any rights or remedies under or by reason of this Agreement or any transaction contemplated herein.

HERMISTON ENERGY SERVICES

UMATILLA ELECTRIC COOPERATIVE

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_



**EXHIBIT A**

**EXISTING HES FACILITIES ON ADJACENT PROPERTY**

Existing Load Served: Irrigation Pivot, Account # 9109812001, HES Meter #90120, Grid #4N28E236280

**RESOLUTION NO. 2303**

**A RESOLUTION APPROVING A TERRITORY ALLOCATION AGREEMENT BETWEEN THE CITY OF HERMISTON DOING BUSINESS AS HERMISTON ENERGY SERVICES AND UMATILLA ELECTRIC COOPERATIVE AND SUPERSEDING HERMISTON CITY COUNCIL RESOLUTION NO. 2208 AND AUTHORIZING THE HERMISTON ENERGY SERVICES GENERAL MANAGER TO SIGN ON BEHALF OF THE CITY**

WHEREAS, the City of Hermiston doing business as Hermiston Energy Services, (HES) and Umatilla Electric Cooperative, (UEC) are each engaged in the retail sale of electricity to customers within defined service territories approved by the Public Utility Commission of Oregon (the “Commission”). HES’ and UEC’s respective service territories include areas located adjacent to each other in Umatilla County, Oregon; and

WHEREAS, HES and UEC previously entered into a Customer Allocation Agreement that allows UEC to serve Amazon Data Services, Inc. (“Customer”) on certain property described as Lot 2, STAHL REPLAT, recorded in Record No. 2019-6940037, Book 16 Page 95, on 11-27-2019 in the office of County Records in Umatilla County, State of Oregon and currently designated as Tax Lot No. 600, Map No. 4N2824-00-00600 in Umatilla County, Oregon (“Property”) even though portions of that Property are in HES’ service territory; and

WHEREAS, the Hermiston City Council approved the Customer Allocation Agreement through Resolution No. 2208 on February 14, 2022; and

WHEREAS, The Commission approved the Customer Allocation Agreement in Order 22-249 on July 6, 2022; and

WHEREAS, UEC and HES have agreed to replace the Customer Allocation Agreement with this Agreement to permanently transfer all of the Property into UEC’s service territory, subject to Commission approval; and

WHEREAS, Customer intends to construct, own, and operate one or more industrial facilities and related ancillary facilities on Lot 1, STAHL REPLAT, recorded in Record No. 2019-6940037, Book 16 Page 95, on 11-27-2019 in the office of County Records in Umatilla County, State of Oregon and currently designated as Tax Lot No. 200 Map No. 4N2823-00-00200 in Umatilla County, Oregon (“Adjacent Property”). Customer has requested that UEC also provide utility service on the Adjacent Property even though the Adjacent Property is in HES’ service territory; and

WHEREAS, ORS 758.410 allows utilities to enter into agreements to allocate territory and customers and to designate which territories and customers are to be served by each utility; and

WHEREAS, UEC desires to serve, and HES has agreed to allow UEC to serve, the Customer on the Adjacent Property; and

WHEREAS, UEC and HES have agreed to permanently transfer the Adjacent Property into UEC’s service territory, subject to Commission approval; and

WHEREAS, The Parties believe that permanently allocating the Property and the Adjacent Property to UEC as provided for in this Agreement will eliminate or avoid unnecessary duplication of utility facilities and will promote the efficient and economic use and development and the safety of operation of the utility systems of the Parties, while providing adequate and reasonable service to the Customer and other customers in the service territories of both Parties; and

WHEREAS, Accordingly, HES and UEC hereby desire to enter into this Agreement pursuant to ORS 758.410 to permanently transfer the Property and Adjacent Property into UEC’s service territory so that UEC can serve the Customer and future customers on the Property and Adjacent Property as provided for in this Agreement, and to complete the transactions contemplated by this Agreement on the terms and conditions set forth herein.

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

1. That the recitals stated above are incorporated as if fully set forth herein.
2. That the Agreement allocating to UEC the Service Territory on the Property is appropriate under the above stated circumstances and is approved.
3. That Hermiston Electric Services General Manager, Nate Rivera, is authorized to sign the Agreement and all documents to facilitate the allocation of the Service Territory Transfer to UEC for purposes of providing electric service to the Property.
4. That this Resolution supersedes City of Hermiston Resolution No. 2208.
5. That this Resolution is effective immediately upon its passage.

PASSED by the Common Council this \_\_\_ day of January, 2024.

SIGNED by the Mayor this \_\_\_ day of January, 2024.

\_\_\_\_\_  
Dr. David Drotzmann, MAYOR

ATTEST:

\_\_\_\_\_  
Lilly Alarcon-Strong, CMC, CITY RECORDER



# Outreach Report Next Steps

January 8, 2024



# Process

- Budget Adopted – June 2023
- Dept. Budget Review Started – June 2023
- Completed Review – November 2023
- Town Hall Meeting – November 27, 2023
- Online survey – November 17 to December 15, 2023
  - **Sent out QR code to all utility bill accounts that pay electronically.**

# Feedback Report

- Town Hall Summary
  - **Approximately 35 in person attendees**
  - **Approximately 2 online attendees**
  - **17 survey responses that night**
- Online Survey Response Summary
  - **425 responses**

# Feedback Report

- Themes
  - **Accountability**
  - **Make cuts**
  - **Like some recommendations don't like others**
    - **Don't like it but want a good community.**
  - **If adding officers, make sure their hands are not tied**
  - **Reexamine decision on cannabis sales/taxation**

# Feedback Report

- **Accountability**
  - **City Council has held me accountable**
  - **August Performance Evaluation**
  - **Not a public discussion**
  - **Agreed to my process**



# Feedback Report

- Make Cuts
  - **\$924,000 gap to status quo**
    - Leave PD Budget alone
    - Cut \$250,000 from pool and have 3 days a week (1 full-time plus ~50 seasonal jobs)
    - Cut \$300,000 from recreation and have  $\frac{1}{2}$  the youth recreation programs and  $\frac{3}{4}$  the community events (1 full-time plus ~50 part-time jobs)
    - Cut \$300,000 from library and have 3 days a week (1 or 2 full-time plus ~2 part-time jobs)
    - Cut \$450,000 from court and send everything but traffic to circuit court (2 full-time jobs)

# Feedback Report

- Make Cuts
  - **\$924,000 gap to status quo**
    - Proposing ~\$200,000 in non-staffing cuts
    - Cutting \$340,000 from street maintenance budget

# Feedback Report

- Like Some Recommendations Not Others
  - **As expected, not many want to pay more fees/taxes**
    - 47.7% said additional law enforcement officers should be paid by a combination of businesses, visitors and residents
    - 75.2% in favor of increase to Transient Room Tax (TRT)
    - Removing neutral responses: Planning Dept Fee Increases (42% to 32%) and Business License Fee (42% to 33%) were net positive

# Feedback Report

- Like Some Recommendations Not Others
  - **As expected, not many want to pay more fees/taxes**
    - **Only 24% were in favor of a public safety fee with 66% being opposed**
    - **Only ~20% were in favor of cutting street maintenance funds with ~60% being opposed**
  - **A couple people testified being in support of the public safety fee and maybe even going higher now.**

# Feedback Report

- If adding Police Officers, make sure their hands are not tied
  - **In priorities for updating the city budget**
    - Adding public safety officers received a little over 50%
    - 59% said they wanted additional services from the Police Department (no other department over 30%)
    - Many concerns expressed about safety in parks and around the library

# Feedback Report

- Reexamine Decision on Cannabis Sales/Taxation
  - **Several speakers mentioned this as a suggestion**
  - **Several possible local option taxes were mentioned and almost 75% said Cannabis should be considered with none being the only other option more than 25%**

# Recommendation Summary

- Cuts

- **Street Maintenance (+\$340,000)**
- **Materials/Services (+\$150,000)**

- Revenues

- **Planning Department Fees (+\$80,000)**
- **Transient Room Tax 1% Increase (+\$100,000)**
- **Business License Fee (+\$100,000)**
- **Law Enforcement Staffing Fee (\$5/month) (+\$360,000)**
- **COPS Grant (+125,000)**

# Recommendation Impact

REVENUES	Adopted	Recommended
	FY24-B	Budget*
Property Taxes	\$ 7,425,990	\$ 7,425,990
From Other Agencies	1,122,501	1,247,501
Service Charges	2,181,400	2,721,400
Trasf From	2,498,035	2,598,035
Lic & Franchises	1,468,300	1,468,300
Cash Fwd	951,685	951,685
Fines/Penalties	400,000	400,000
Misc Revenue	65,000	65,000
Interest	70,000	70,000
Non-Rev Receipts	723,000	50,000
	\$ 16,905,911	\$ 16,997,911
<b>EXPENSES</b>		
Personnel Costs	\$ 11,299,862	\$ 11,920,862
Mat'ls/Svcs	3,520,428	3,364,654
Transfers	1,479,520	1,139,520
Debt Svc	460,825	460,825
Capital Outlay	92,000	50,000
Contingency	53,276	55,000
	\$ 16,905,911	\$ 16,990,861
	<b>0</b>	<b>7,050</b>

## \*Recommended Changes from Adopted Budget (Status Quo)

- Removes the Loan Proceeds (\$673,000)
- Restores Funding for PT Library Positions (\$100,000)
- Restores Funding for Recreation Coord. Position (\$96,000)
- Restores Council Budget (\$55,000)

## \*Additional Recommended Changes

- Adds Funding for Three New Patrol Officer Positions (\$370,000)
- Staff Recommended Cuts in Mat'ls/Svs and Capital Outlay (\$198,000)
- Leave 90% of Franchise Fees in General Fund (\$340,000)
- Planning Dept. Fee Update (\$80,000)
- Transient Room Tax (TRT) 1% Increase (\$100,000)
- Business License Fee (\$250) – (\$100,000)
- Law Enforcement Staffing Fee (\$5/month) – (\$360,000)
- COPS Grant Funding (\$125,000)





# Next Steps

- Consideration/Adoption of Items Proposed Tonight
- Possible Direction to Staff on Items Not Proposed Tonight
- Adoption of a Budget Amendment to Integrate All Adopted Changes



*Where Life is Sweet*

Mayor and Members of the City Council  
**STAFF REPORT**  
For the Meeting of January 8, 2024

**Title/Subject**

Resolution 2304 – Changing the Dedication of Certain Funds from Franchise Fees to the Street Reserve Fund

**Summary and Background**

On September 11, 2017, City Council adopted Resolution 2075 authorizing thirty-three percent (33%) of all Franchise Fee revenues to be transferred to the Street Reserve Fund. This allocation happened at the same time as the completion of a street Capital Improvement Plan (CIP).

As the needs of the general fund have changed, retaining more of the franchise fee revenue in the general fund allows some of the general fund deficit to be covered.

**Tie-In to Council Goals**

N/A

**Fiscal Information**

The proposed resolution cuts the percentage of franchise fees going to the street maintenance fund from 33% to 10%. On an annual basis, this equates to an additional \$340,000 staying in the general fund.

**Alternatives and Recommendation**

Alternatives

1. Adopt Resolution 2304 without modification.
2. Adopt Resolution 2304 with minor modifications.
3. Direct staff to make major changes to Resolution 2304 and return at a later date.

**Recommended Action/Motion**

Adopt Resolution 2304 without modification.

**Submitted By: Byron D. Smith**

**RESOLUTION NO. 2304**

**A RESOLUTION DEDICATING CERTAIN FUNDS FROM FRANCHISE FEES TO THE STREET RESERVE FUND FOR DEVELOPMENT, CONSTRUCTION, AND RECONSTRUCTION OF EXISTING AND FUTURE STREETS OF THE CITY OF HERMISTON**

WHEREAS, on September 11, 2017, the Hermiston City Council through Resolution No. 2075 resolved that thirty-three percent (33%) of all revenue collected from Franchise Fees after December 31, 2017 would be dedicated to the Street Reserve Fund; and

WHEREAS, General Fund needs within the City of Hermiston have changed to the point that a modification in the dedicated amount of Franchise Fees is required; and

WHEREAS, it is proposed that ten percent (10%) of all revenue collected from Franchise Fees be dedicated to the Street Reserve Fund; and

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

1. That 10% of all revenue collected from Franchise Fees be dedicated to the Street Reserve Fund.
2. That this Resolution supersedes Resolution No. 2075.
3. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 8th day of January 2024.  
SIGNED by the Mayor this 8th day of January 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 January 8, 2024

**Title/Subject**

Ordinance No. 2351 - Increasing the Transient Room Tax and Modifying Exemptions

**Summary and Background**

The City of Hermiston adopted a Transient Room Tax (TRT) in 1991 and increased the rate to its current level of eight percent in 2003. Based on historic percentages and current state law limitations, these rates have not been touched in many years.

Based on the changing transient room rental market, clarification related to the rental of a private house or like facility was needed. This proposed change will make it clear which short-term rentals are required to pay the TRT.

**Tie-In to Council Goals**

N/A

**Fiscal Information**

The proposed TRT rate increase would increase revenue to general fund of \$100,000 per year.

**Alternatives and Recommendation**

Alternatives

1. Adopt Ordinance No. 2351 without modification.
2. Adopt Ordinance No. 2351 with minor modifications.
3. Direct staff to make major changes to Ordinance No. 2351 and return at a later date.

Recommended Action/Motion

Adopt Ordinance No. 2351 without modification.

**Submitted By: Byron D. Smith**

**ORDINANCE NO. 2351**

**AN ORDINANCE AMENDING §112.04(A) OF THE HERMISTON MUNICIPAL CODE BY INCREASING THE TRANSIENT ROOM TAX TO NINE PERCENT AND AMENDING §112.13(A)(3) BY MODIFYING THE EXEMPTION FOR OWNER OCCUPIED RENTALS**

WHEREAS, the City of Hermiston adopted a Transient Room Tax in 1991; and

WHEREAS, the City last set the Transient Room Tax at eight percent in 2003; and

WHEREAS, an increase to the Transient Room Tax to nine percent is proposed; and

WHEREAS, with the increase in owner occupied vacation rentals clarification to 112.13(A)(3) Exemptions is necessary; and

WHEREAS, the intent of this ordinance is to enhance the livability, including health and safety, for all community members as well as to protect the environment, community assets, and infrastructure of Hermiston; and

**THE CITY OF HERMISTON ORDAINS AS FOLLOWS:**

(New language is in red and underlined and repealed language has a line through it.)

**Section 1. Subsection 112.04(A) of the Hermiston Municipal Code is amended as follows:**

112.04 TAX IMPOSED.

(A) On and after April 1, ~~2003~~ 2024, a tax in the amount of ~~eight~~ nine percent is imposed on the rent charged for the sale, service or furnishing of transient lodging defined in this chapter for each day of occupancy, provided, however, the occupancies rented for seven consecutive days to the same individual or party shall pay a rate of two and one-half percent of the rent charged per night of occupancy up to the 30-day limitation of this chapter.

(B) On and after January 1, 2016, a tourism promotion assessment charge is imposed in the amount of \$2 per one room night rented in any hotel, provided, however, the occupancies rented for seven consecutive days to the same individual or party also shall pay the tourism promotion assessment charge of \$2 per night of occupancy up to the 30-day limitation of this chapter. This charge shall be reduced to \$1 per room night rented as of January 1, 2031.

(C) On and after January 1, 2016, a tourism promotion assessment charge is imposed in the amount of \$1 per one space night rented in any recreational vehicle park, provided, however, the space occupancies rented for seven consecutive days to the same individual or party also shall

pay a tourism promotion assessment charge of \$1 per night of occupancy up to the 30-day limitation of this chapter.

(D) The taxes and assessments imposed by subsections (A), (B) and (C) of this section constitute a debt owed by the transient to the city which is extinguished only by payment to the transient tax collector or to the city. The transient shall pay the taxes and assessments to the transient tax collector at the time the rent is paid. The transient tax collector shall enter the taxes and assessments on its records when rent is collected if the transient tax collector keeps its records on the cash accounting basis and when earned if the transient tax collector keeps its records on the accrual accounting basis.

(E) If rent is paid in installments, a proportionate share of the tax and charges shall be paid by the transient to the transient tax collector with each installment. If for any reason the tax due is not paid to the transient tax collector, the Finance Director/Recorder may require that the tax shall be paid directly to the city. In all cases, the rent paid or charged for occupancy shall exclude the sale of any goods, services and commodities, other than the furnishing of rooms, accommodations, and parking space in mobile home parks or trailer parks.

(F) Rates established herein shall not be increased for at least five years from January 1, 2016.

**Section 2. Section 112.13(A)(3) of the Hermiston Municipal Code is amended as follows:**

112.13 EXEMPTIONS.

(A) No tax imposed under this chapter shall be imposed upon:

- (1) Any occupant for more than 30 successive calendar days. (A person who pays for lodging on a monthly basis, irrespective of the number of days in the month, shall not be deemed a transient.)
- (2) Any occupant whose rent is of a value less than \$3 per day.
- (3) Any person who rents a private house, vacation cabin, or like facility from any owner who rents the facilities incidentally to his own use thereof for seven (7) days or less within a calendar year and do not advertise space for rent.
- (4) Any occupant whose rent is paid for a hospital room or to a medical clinic, convalescent home or home for aged people, to a public institution owned and operated by a unit of government, to a shelter home, halfway house or other rehabilitation facility.

(5) Federal employees and employees of federal instrumentalities (i.e., American Red Cross) on official business. (A member or employee of a nonprofit organization and employees of state and local governments of Oregon or any other state are required to pay any tax imposed under this chapter.)

(6) Persons with diplomatic immunity.

**Section 3.** All other provisions of the Hermiston Municipal Code remain unchanged and in full effect.

**Section 4.** The City Recorder is hereby authorized to correct any scrivener’s errors and to conform the revisions to the Hermiston Municipal Code with appropriate numbering.

**Section 5. Effective Date.** This ordinance shall take effect on the 30th day after its adoption.

ADOPTED by the Common Council this 8th day of January 2024.

SIGNED by the Mayor this 8th day of January 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 January 8, 2024

**Title/Subject**

Ordinance No. 2352 – Adopting a Business License Fee

**Summary and Background**

The City of Hermiston has not had a Business License Fee up to this point in its history. It is a common fee for many cities in Oregon and throughout the country. This fee grants a business the right to do business within the City of Hermiston.

The proposed ordinance is a combination of the League of Cities model ordinance and items from other Oregon cities including the City of Pendleton.

**Tie-In to Council Goals**

N/A

**Fiscal Information**

Even though the fee schedule is not to be adopted within this proposed ordinance, I wanted to show the proposed fee schedule here because there seemed to be a lot of confusion over what this fee schedule might look like. Below is the proposed fee schedule:

Businesses WITH a Permanent Location WITHIN City Limits 1. Base Fee – Includes 0-5 Full-Time Equivalent (FTE) Employees 2. 6-49 FTE Employees 3. 50+ FTE Employees	1. \$85.00 2. Base + \$15.00 per Employee 3. \$1,000.00
Businesses WITHOUT a Permanent Location WITHIN City Limits 1. Base Fee- Includes 0-5 Hermiston Full-Time Equivalent (FTE) Employees 2. 6-49 FTE Hermiston Employees 3. 50+ FTE Hermiston Employees	1. \$100.00 2. Base + \$20.00 per Employee 3. \$1,200.00

The proposed Business License Fee schedule is estimated to add to general fund revenue \$100,000 per year.



## **Alternatives and Recommendation**

### **Alternatives**

1. Adopt Ordinance No. 2352 without modification.
2. Adopt Ordinance No. 2352 with minor modifications.
3. Direct staff to make major changes to Ordinance No. 2352 and return at a later date.

### **Recommended Action/Motion**

Adopt Ordinance No. 2352 without modification.

**Submitted By: Byron D. Smith**

**ORDINANCE NO. 2352**

**AN ORDINANCE AMENDING TITLE XI OF THE HERMISTON MUNICIPAL CODE  
BY ADDING CHAPTER 119 ENTITLED “BUSINESS LICENSE”**

WHEREAS, to ensure that business is conducted in compliance with applicable federal, state, and local laws, regulations, and ordinances and in a manner comporting with the public health, safety and general welfare; and

WHEREAS, to secure revenue to assist in defraying the City’s cost of administering and enforcing its laws and ordinances and the City’s provision of certain municipal services; and

WHEREAS, to obtain valuable information for emergency responders, planning and building personnel, and economic development; and

WHEREAS, the City does not currently have a business license fee for businesses operating in the City. Now therefore:

**THE CITY OF HERMISTON ORDAINS AS FOLLOWS:**

(New language is in red and underlined and repealed language has ~~a line through it.~~)

**Section 1.** Title XI of the Hermiston Municipal Code is amended by adding Chapter 119, “Business License” as follows:

- 119.01 Purpose
- 119.02 Applicability
- 119.03 Definitions
- 119.04 License Required
- 119.05 Exemptions
- 119.06 Business License Application Requirements
- 119.07 Posting and Display of License
- 119.08 Fees Imposed
- 119.09 Transfers and Relocations, Terms of License
- 119.10 Approval, Denial, Revocation and Suspension
- 119.11 Appeal
- 119.12 Trade Shows
- 119.13 Construction Project License
- 119.14 Violations and Penalties

**119.01. Purpose.** This ordinance is enacted, except as otherwise specified, to:

- A. Ensure that each business is conducted in compliance with applicable federal, state, and local laws, regulations and ordinances and in a manner comporting with the public health, safety and general welfare;

- B. Secure revenue to assist in defraying the City’s cost of administering and enforcing its laws and ordinances and the City’s provision of certain municipal services; and
- C. Obtain valuable information for emergency responders, planning and building personnel, and economic development.

**119.02. Applicability.** Nothing in this ordinance shall be construed to apply to any person transacting and carrying on any business within the City of Hermiston which is exempt from taxation or regulation by the city by virtue of the constitutions of the United States or the State of Oregon, or applicable federal or state law.

**119.03. Definitions.** As used in this ordinance:

- A. “Applicant” means the person applying for a license to conduct a particular business within the City.
- B. “Business” means any activity, trade, profession, occupation, or pursuit operated, engaged, conducted, or carried on for profit, gain, livelihood, or any other purpose, regardless of the form under which the activity, trade, profession, occupation, or pursuit is operated, engaged, conducted or carried on within the City.
- C. “Day” means a calendar day unless otherwise noted.
- D. “Doing business” means to engage in any activity in pursuit of profit, gain, livelihood or any other purpose.
- E. “Income” means the net income arising from any business, as reportable to the State of Oregon for personal income, corporation excise or income tax purposes, before any allocation or apportionment for operation out of state, or deduction for net operating loss carry-forward or carry-back.
- F. “License” means the permission granted by the City under this ordinance to operate, engage, conduct or carry on a business within the City.
- G. “Licensee” means an applicant who has received a business license.
- H. “Non-profit organization” means any business or organization which is exempt from taxation under the United States Internal Revenue Code and produces a determination letter of proof thereof.
- I. “Person” means an individual, partnership, corporation, limited company, joint venture, cooperative or any other entity in law or in fact.

- J. “Special event” means any special event receiving the prior approval of the City Manager to be exempt from the license requirements under this ordinance.

**119.04. License Required.**

- A. Except as exempt under Section 5 below, it shall be unlawful for any person to conduct business within the City without first having obtained a license for the current year as provided under this ordinance.
- B. A person engaged in business in more than one location, or in more than one business licensed under this ordinance shall make a separate application and pay a separate license fee for each business or location, except as otherwise provided in this ordinance. Only one license under this ordinance is required for mobile businesses such as housekeeping services, food trucks, and other related businesses which that travel throughout the city.
- C. If more than one business is conducted on the same premises, each business must obtain a separate license.
- D. A person representing him or herself or exhibiting any sign or advertisement that he or she is engaged in a business within the City of which a license fee is levied by this ordinance shall be deemed to be actually engaged in such business and shall be liable for the payment of such license fee and subject to the penalties for failure to comply with the requirements of this ordinance.
- E. The City may require proof of state registration. An applicant shall possess any county or state license required or shall be awaiting final approval by the county or state, if City approval is a prerequisite, before a City license will be issued.
- F. No person shall do business within the City as the employee, agent or representative of another person unless either the principal or the employee, agent or representative has a current, valid City business license for the business, no matter where the principal offices of that business are situated.
- G. Persons and entities which are required to be licensed by the State Construction Contractors Board.

**119.05. Exemptions.** The following are exempt from the licensing requirement:

- A. A service business operated by a person under the age of 18, such as a

lawn mowing business, a newspaper delivery business, a lemonade stand, and the like.

- B. Individuals who work only on the premises of, and as part of, a licensed business that includes the activity of the individual. Examples include barbers, beauticians, medical care providers, attorneys, accountants, relators and others who perform services as part of the overall licensed business. This exemption does not apply if the overall business operation has not obtained a business license.
- C. Garage sales, yard sales and other similar activity conducted, carried on or operated by an individual; provided, however, such exemption will not apply if either of the following conditions are met:
  - 1. The individual conducts, carries on, or operates more than five such sales within any calendar year; or
  - 2. Any one such sale has a duration of more than 72 consecutive hours.
- D. An organizer or participant in a special event, but only with respect to that particular special event.
- E. Persons providing day care services for children in the person's home and in compliance with state law and the requirements of the Oregon Children's Care Licensing Program.
- F. Public utilities covered by franchise ordinances and paying fees under the franchise.
- G. Activities that qualify as hobbies or passive holding of property for investment purposes under the United States Internal Revenue Code.
- H. The following must obtain a business license but are exempt from payment of the license fee:
  - 1. Any entity registered with the Oregon Secretary of State as a not-for-profit corporation.
  - 2. Any business exempt from paying local business license fees or taxed by Federal or State constitution or law.
  - 3. Any business exempt from paying property tax.

**119.06. Business License Application Requirements.** Each person desiring to engage in doing business must apply for a license to operate, engage, conduct or carry on the business on such forms and in such manner as the City Manager may prescribe. The application must be accompanied by the applicable license fee provided in Section 7 below. The application must be filed with the City Manager and, in addition to any other information reasonably required by the City Manager, must contain the following information:

- A. The date of the application;
- B. The name and physical address of the business, the address where the business will be located or have its office within the City, and the address of the principal office of such business;
- C. A brief description of the nature of the business, including its primary or predominant business activity;
- D. The date that business operations will commence;
- E. The name and address of the applicant and, if the applicant is an entity, the name and address of the authorized agent submitting an application on behalf of the applicant;
- F. The average number of persons regularly employed;
- G. The person who may be contacted in case of an emergency and the phone number at which that person may be reached;
- H. The types of hazardous materials, if any, regularly maintained on the premises as defined under ORS 466.605;
- I. Whether any local, state or federal licenses, certificates, registrations or permits are required for the business and the identification of such licenses, certificates, registrations or permits;
- J. The license fee tendered with the application;
- K. A verification by signature of the applicant, or authorized agent submitting the application on behalf of the applicant of the following:
  - 1. The information stated in the application is true, accurate and complete;
  - 2. The business is in compliance with all applicable federal, state and local laws, regulations and ordinances;

- 3. The applicant or authorized agent has read, understands and agrees to abide by this ordinance; and
- 4. If the applicant is an entity, the authorized agent has the requisite power and authority to sign and submit the application on behalf of the applicant;
- L. A notice that the application is a public record and that the City will exempt from disclosure only information of a sensitive and confidential nature to the extent required by the Oregon Public Records Law (ORS 192.410-192.505) and other applicable laws; and
- M. Any other information necessary to enable the City Manager or designee to review the application to determine whether the application should be approved.

**119.07. Posting and Display of License.** Licensee shall post the license in a conspicuous place upon the business premises, available for inspection by the public and any employees and prospective employees of the business. When the licensee has no office, business premises or other established place of business within the City, the license must be in the possession of the agent or representative of the business who is present in the City at all times during which business is being transaction by the agent or representative in the City. If a licensed business is based in a motor vehicle, a photocopy of the license must be carried in the motor vehicle.

**119.08. Fees Imposed.**

- A. An annual license fee is imposed on the act of doing business within the City. The City Council may establish by resolution the fees provided for in this chapter.
- B. Fees are due at the time of the initial application. Renewal fees are due annually by January 1 of the respective year. The fee herein imposed shall not be subject to proration.
- C. A person doing business in the City, for whom payment of a business license fee is delinquent, shall pay as a penalty for delinquency the additional sum of \$100.00 for each calendar month or fraction thereof for which payment remains delinquent.
- D. Nothing contained in this ordinance shall vest any right in a license as a contract obligation on the part of the city as the amount of the fee. The fees provided for in this ordinance may be increased or decreased.

additional fees may be imposed, and classifications may be changed.

- E. A person operating more than one business shall pay the license fee prescribed for each of the businesses, except as specifically provided by ordinance.

**119.09. Transfers and Relocations, Terms of License.**

- A. Transfer of License. In the event of the transfer of ownership of a business, the applicable business license may be transferred by application to the City Manager. The City Manager may approve the transfer upon finding that the new applicant meets the requirements of this ordinance.
- B. Relocation of an Existing Business. In the event a business is relocated, the licensee shall reapply to the City Manager to transfer the business license. The City Manager may issue the license upon finding that the new location meets the requirements of this ordinance and other applicable federal, state, and local regulations.
- C. License Term. A business license issued under this ordinance shall be valid from the date of issuance until the following January 1.

**119.10. Approval, Denial, Revocation and Suspension.**

- A. Approval of Application.
  - 1. The City Manager shall issue a decision on an application for a new business license within 30 days of the submission of a complete application and required fee upon a finding that the applicant has met all requirements of federal, state and local laws.
  - 2. The City Manager shall issue a license renewal upon finding that the applicant has met all requirements of federal, state, and local law.
  - 3. If an application for a new license is approved, the City Manager shall notify the applicant in writing. The notice shall state any condition or limitation placed on the license as a condition of maintaining the license which the city Council deems necessary to protect the public health, safety, or welfare which is required by federal, state, or local law.
- B. Denial, Suspension, Revocation of Application. The City Manager may deny, suspend or revoke a business license upon finding that:
  - 1. The licensee fails to meet the requirements of, or is doing business



- in violation of federal, state or local laws;
- 2. The applicant has provided false or misleading material information, or has omitted disclosure of a material fact on the applications, related materials, or license;
- 3. The applicant's past or present violation of law presents a reasonable doubt about his or her ability to perform the licensed activity without endangering property or the public health or safety;
- 4. The information supplied for the review does not indicate that the applicant has the special knowledge or skill required to perform the licensed activity; or
- 5. The licensed activity would endanger property or the public health or safety.
- C. Notice. The City Manager shall provide written notice to the applicant or licensee of the denial, suspension or revocation. The notice shall state the reason for the action taken and shall inform the application or licensee of the right to appeal under Section 11 of this ordinance. The notice shall be given at least 15 days before the suspension or revocation becomes effective. If the violation ends within the 15 days, the City Manager may discontinue the suspension or revocation proceedings.
- D. Reapplication. A person whose application for a business license that has been denied, suspended or revoked, may, after 90 days from the date of the denial, suspension or revocation, apply for a license or reinstatement upon payment of the application fee and submission of an application form and related documents.
- E. Disqualification. A person whose application for any business license that has been denied or whose license has been revoked for a total of two times within one year, or who has a total of four denials, suspensions or revocations, shall be disqualified from applying for a license or reinstatement for a period of two years from the date of the denial, suspension or revocation.
- F. Summary Suspension. Upon determining that a licensed activity presents an immediate danger to person or property, the City Manager may summarily suspend the license for the activity. The suspension takes effect immediately upon notice of the suspension being received by the licensee or being delivered to the licensee's business address as stated on the licensee's application for the license being suspended. Such a notice shall state the reason for the suspension and inform the licensee of the provisions for appeal under Section 11 of this ordinance. Within 15 days of the summary suspension the City Council shall

review the pertinent facts which resulted in the suspension and shall determine whether said facts deem it necessary to continue the suspension in order to protect the health, safety and welfare of the citizens of the city, or to otherwise ensure that the requirements of this ordinance are complied with. The City Council may continue a suspension as long as the reason for the suspension exists or until a determination on appeal regarding the suspension is made under Section 11 of this ordinance.

**119.11. Appeal.** In the event an application for a license under this ordinance is denied such license, or in the event a license is suspended or revoked, the applicant or licensee shall have the right to appeal.

- A. The written notice of appeal to the City Council shall be filed with the City Administrator within 15 days after the license denial, suspension or revocation.
- B. The appeal shall state:
  - 1. The name and address of the applicant;
  - 2. The nature of the determination being appealed;
  - 3. The reason the determination is incorrect; and
  - 4. What the correct determination of the appeal should be.
- C. The City Council shall hear and make a determination in regard to the appeal at its next regular meeting immediately following the filing of the notice of appeal.
- D. The decision of the City Council on the appeal shall be final and conclusive.

**119.12 Trade Shows and Carnivals**

- A. A trade show is any profit or not-for-profit show within the City limits of the City of Hermiston which offers for sale or display merchandise of one (1) or more vendors at a location within the City. A Carnival is any a traveling amusement show, having sideshows, rides, and vendors etc.
- B. Trade shows and carnivals include those activities located at the Hermiston Community Center, Eastern Oregon Trade and Event Center (EOTEC) and other public and private buildings. The purpose of the license is to allow a number of vendors together under one (1) common area for a short period of time to display and sell their merchandise and to be properly licensed within the City of Hermiston. Trade shows and carnivals for the purposes of this definition may not exceed:
  - 1. One (1) week in duration in any one (1) calendar year; or
  - 2. 26 periods of not more than three consecutive days in a single week. No license

shall continue beyond that period specified in Section 5 of this Ordinance, without securing a second license. A trade show does not include the merchandising of goods and/or services of an already licensed Hermiston business or businesses.

C. Application Procedure for Trade Shows and Carnivals. Each promoter(s) wishing to put on a trade show or carnival shall apply for a license with the City on forms furnished by the City. The application shall be filed with the city and shall contain at least the following information:

1. A description of the trade show or Carnival and the businesses participating.
2. The name, address and date of birth of the applicant; if a partnership, the names, addresses and dates of birth of the partners; if the business is a corporation, its name and address of the home office, the name, address and date of birth of the registered agent in the State if a foreign corporation, and the name, address and date of birth of the local agent or agent or representative who will be in charge of the business in the City.
3. The address where the trade show or carnival will be located within the City of Hermiston.
4. The amount of license fee tendered with the application.
5. The date of the application.
6. A statement that the trade show or carnival will be for a period of seven (7) days or less in any one (1) calendar year and only the type of businesses described will participate.
7. Any other information the city determines necessary.
8. The signature of the promoter(s).

C. Promoter. Means any legal entity whether for profit or not-for-profit and whether a person, partnership, corporation or other legal entity which promotes a trade show or carnival.

D. License Duration. New licenses shall be valid for the duration of the trade show or carnival, as described in subsection A of this section.

E. Posting of License at all Times After the Issuance of the License. The license shall be posted in a conspicuous place upon the trade show or carnival premises available for inspection by the public and by employees and prospective employees of all businesses participating in a trade show or carnival. It shall be conclusively presumed that any trade show or carnival not complying with this section is operating without a business license.

F. Registration. Trade show or Carnival participants shall be registered with the promoter(s)

and the promoter(s) shall maintain a listing of all businesses which have participated or are participating in a trade show or carnival under the license.

**119.13 Construction Project License**

- A. A Construction Project is any activity for which registration with the Oregon Construction Contractor’s Board (CCB) is required pursuant to Oregon Revised Statutes, Chapter 701, for which a building permit has been issued or which is undertaken pursuant to a construction contract with the owner.
  
- B. The prime contractor engaged in a Construction Project may obtain a Construction Project License for a project as an alternative to obtaining Business Licenses for each subcontractor engaged in the Construction Project. The Construction Project License is in lieu of Business Licenses for subcontractors only and is in addition to the Business License of the prime contractor.
  
- C. Application Procedure for Prime Contractors. Each prime contractor wishing to obtain a Prime Contractor’s license with the City on forms furnished by the City. The application shall be filed with the City and shall contain at least the following information:
  - 1. A description of the Construction Project for which the Construction Project License is requested.
  - 2. The name and CCB registration number of the applicant and of each subcontractor engaged in the Construction Project.
  - 3. The location of the Construction Project.
  - 4. The amount of license fee tendered with the application.
  - 5. The date of the application.
  - 6. A signed statement by the prime contractor and each subcontractor engaged in the Construction Project that each signatory is registered under the provisions of this Oregon Revised Statutes, Chapter 701, and stating that the registration is in full force and effect. For the prime contractor and each subcontractor, a copy of a current certificate of registration issued by the Oregon Construction Contractors Board.
  - 7. Any other information the City determines necessary.
  - 8. The signature of the prime contractor applicant.
  
- D. Supplements to Application. The applicant may supplement the business license application from time to time by providing a supplemental application containing at least the following information:

1. A description of the Construction Project to which the supplemental application applies.
2. The name and CCB registration number of the applicant and of each additional subcontractor engaged in the Construction Project.
3. The date of the supplement application.
4. A signed statement by each additional subcontractor engaged in the Construction Project that such subcontractor is registered under the provisions of this Oregon Revised Statutes, Chapter 701, and stating that the registration is in full force and effect. For each additional subcontractor, a copy of a current certificate of registration issued by the Oregon Construction Contractors Board.
5. Any other information the City Manager determines necessary.
6. The signature of the prime contractor applicant.

E. License Duration. New licenses shall be valid for the duration of Construction Project, or until the next March 1, whichever is earlier.

F. Posting of License at all Times After the Issuance of the License. The license shall be posted in a conspicuous place upon the construction project premises available for inspection by the public. It shall be conclusively presumed that any contractor not complying with this section is operating without a business license.

G. As an alternative to obtaining a Construction Project License, the prime contractor and each subcontractor may obtain a separate business license as provided in this Chapter.

**119.14. Violations and Penalties.**

- A. Any person convicted of violating any of the provisions of this ordinance shall be punished by a fine not to exceed \$1000.00 for any one offense, each day constituting a separate offense.
- B. Offenses under this Chapter shall be tried in the Municipal Court as a violation and not as a crime. As a violation there is no right to a jury trial or court appointed counsel.
- C. Entity Responsibility. An individual person and other entities may act in violation of this ordinance. In the event that the party acting in violation of this ordinance is any entity, the entity shall be subject to fine, abatement or other penalties allowed by this ordinance and by law. In such case where an entity is the offending party, a citation may be served upon the entity by serving an owner, officer, a person in charge of the

premises, or any person or firm designated as an official or agent of the entity. The entity shall be named on the citation. The citation shall require appearance by a representative of the entity at the time indicated on the citation. In the event that a representative fails to appear as required by the citation the city attorney may seek appropriate remedies for the failure to appear and default against the officers, owners and agents of the entity. For application of this section, the terms “entity” shall also include corporations, partnerships, limited liability companies or partnership, associations, sole proprietorships and other forms of entities.

- D. Evidence of Doing Business. In a prosecution for a violation of this Ordinance, evidence that the business made a public representation, by way of newspaper, radio, television or similar media advertisement or by signs conspicuously displayed for public view, that the business was being conducted, expressly or impliedly offering to sell goods or services in the course of the business to the public, shall constitute prima facie evidence that the business was transacting the business suggested by the public representation within the City on the date or dates during which the representations were made.
- E. Inspection and Right of Entry. Whenever they shall have cause to suspect a violation of any provisions of this ordinance, or when necessary to investigate an application to, or revocation of a license under any of the procedures prescribed in this ordinance, officials for the enforcement or administration of this ordinance, or their duly authorized representatives, may enter on any site, or into any structure, for the purpose of investigation providing they do so in a reasonable manner. If an owner or occupant denies access for an inspection, the city will seek a warrant. No secured building shall be entered without the consent of the owner or occupant unless under authority of a lawful warrant.
- F. Abatement. Any business which is established, operated, moved, altered, enlarged or maintained contrary to the licensing requirements shall be, and is hereby declared to be, unlawful and a public nuisance, and may be abated as such.
- G. The City may seek an injunction to prohibit a person from engaging in business without complying with this ordinance.

**Section 2. Severability Clause.** A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section or part of this ordinance shall not affect the validity of the remaining parts to this ordinance.

**Section 3.** All other provisions of the Hermiston Municipal Code remain unchanged and in full effect.

**Section 4.** The City Recorder is hereby authorized to correct any scrivener’s errors and to conform the revisions to the Hermiston Municipal Code with appropriate numbering.

**Section 5. Effective Date.** This ordinance shall take effect on the 30th day after its adoption.

ADOPTED by the Common Council this 8th day of January 2024.

SIGNED by the Mayor this 8th day of January 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 January 8, 2024

**Title/Subject**

Resolution No. 2302 – Updating the Master Fee Schedule for various fees

**Summary and Background**

City staff is attempting to minimize the number of updates to the Master Fee Schedule. This effort along with the budget discussions during the second half of 2023 has produced a higher number of proposed fee updates than in the past. Following is a summary of these proposed changes:

Page 3 of 44	Update Notary Fees as discussed during planning dept. budget discussions. <ul style="list-style-type: none"> <li>• Increase full signature notarization from \$2 to \$10</li> <li>• Increase all other notarial acts from \$1 to \$5</li> </ul>
Page 4 of 44	Update Airport Hangar Rental Fee Schedule (Saved-recommended by Airport Board.) <ul style="list-style-type: none"> <li>• Increase existing T-Hangar rental by \$20 per month</li> <li>• Establish New T-Hangars at \$275-Interior; \$325-End</li> </ul>
Page 6-7 of 44	Update various Aquatic Center Fees based on inflation/cost increases
Page 16 of 44	Establishes Business License Fees as discussed during budget discussions
Page 18 of 44	Update various Community Center Fees based on inflation/cost increases
Page 20 of 44	Update various EOTEC Fees based on inflation/cost increases
Page 22 of 44	Update various Festival Street Fees based on inflation/cost increases
Pg 24-26 of 44	Update various Garbage & Recycling Services Fees based on Sanitary Disposal Franchise
Pg 27 of 44	Addition of Fees for Harkenrider Center usage
Pg 31 of 44	Update various Parks fees based on inflation/cost increases
Pg 32 of 44	Update various Planning and Zoning Fees as discussed during budget discussions
Pg 34 of 44	Add Law Enforcement Staffing Fee (\$5 per month per account) as discussed during budget discussions
Pg 36 of 44	Update Public Transit-Taxicab & Bus Services Fees based on inflation/cost increases
Pg 37 of 44	Update Sewer Rates by 2.58%
Pg 39 of 44	Update Street Department Fees for Swale Alteration Permits based on actual cost of work



**Tie-In to Council Goals**

N/A

**Fiscal Information**

These proposed changes are extensive. Estimates on every single fee update has not been done but below are annual estimates on a majority of the proposed fee increases:

- Proposed update to Planning/Zoning Fees (including Notary) - \$80,000
- Proposed Business License Fee schedule - \$100,000
- Proposed Law Enforcement Staffing Fee - \$360,000
- Proposed TRT Increase - \$100,000
- Proposed Water/Sewer Rate Update – 2.58% increase to Utility Fund

**Alternatives and Recommendation**

Alternatives

1. Adopt Resolution No. 2302 without modification.
2. Adopt Resolution No. 2302 with specific modifications.
3. Direct staff to make major changes to Resolution No. 2302 and the Master Fee Resolution and bring back at a later date.

Recommended Action/Motion

Adopt Resolution No. 2302 without modification.

**Submitted By: Byron D. Smith**

**RESOLUTION NO. 2302**

**A RESOLUTION ADJUSTING A SCHEDULE OF FEES AND CHARGES FOR VARIOUS CITY SERVICES AND INCLUDING BUSINESS LICENSE FEES, PLANNING AND ZONING FEES, LAW ENFORCEMENT FEES AND WATER/SEWER RATES.**

WHEREAS, the City Council has adopted the City of Hermiston Code of Ordinances and that Code permits the City Council of the City of Hermiston to adopt by resolution a schedule of fees and charges for various services, licenses and permits; and

WHEREAS, the City is working to update various fees across the City in a more coordinated fashion, and

WHEREAS, the City had an extensive discussion related to possible revenue increases related to the general fund operations; and

WHEREAS, the updated Master Fee Schedule including the new fees is attached hereto.

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

1. That the attached updated Master Fee Schedule, is approved and adopted.
2. That this resolution shall supersede Resolution No. 2259.
3. All fees and charges in effect as of the date of the adoption of this resolution shall remain in effect unless otherwise modified by provisions of this resolution.
4. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 8th day of January 2024.

SIGNED by the Mayor this 8th day of January 2024.

\_\_\_\_\_  
Dr. David Drotzmann, MAYOR

ATTEST:

\_\_\_\_\_  
Lilly Alarcon-Strong, CMC, CITY RECORDER



Where Life is Sweet

# Master Fee Schedule

Fees Subject to Change



Adopted by: Resolution 2171 on December 14, 2020  
 Superseded by: Resolution 2174 on March 8, 2021  
 Superseded by: Resolution 2187 on June 10, 2021  
 Superseded by: Resolution 2202 on December 13, 2021  
 Superseded by: Resolution 2205 on January 10, 2022  
 Superseded by: Resolution 2207 on January 24, 2022  
 Superseded by: Resolution 2213 on March 14, 2022  
 Superseded by: Resolution 2219 on May 9, 2022  
 Superseded by: Resolution 2231 on July 11, 2022  
 Superseded by: Resolution 2249 on January 9, 2023  
 Superseded by: Resolution 2259 on February 27, 2023  
Superseded by: Resolution 2302 on January 8, 2024

Contents

Administration & General Fees ..... 3

Airport ..... 4

Animals ..... 5

Aquatic Center ..... 6

Building Department ..... 8

Business Licenses ..... 16

Community Center ..... 18

Court (Municipal) ..... 19

Eastern Oregon Trade & Event Center (EOTEC) ..... 20

Festival Street ..... 22

Franchises ..... 23

Garbage & Recycling Services ..... 24

Harkenrider Senior Center ..... **Error! Bookmark not defined.**

Hermiston Energy Services (HES) ..... 28

Library ..... 29

Parks and Recreation ..... 31

Planning & Zoning ..... 32

Police Department ..... 34

Public Transit-Taxicab & Bus Services ..... 36

Sewer Department ..... 37

Street Department ..... 39

System Development Charges & Connection Permits ..... 40

Transient Room Tax ..... 42

Water Department ..... 43

# Administration & General Fees

Notary Acts	
1. Certifying a copy of a document	\$2.00 per page
2. For: taking an acknowledgment, a verification upon an oath or affirmation, and witnessing or attesting a signature.	<del>\$102.00</del> /notarized signature
3. For administering an oath or affirmation or taking a deposition (without a signature). And for all other notarial acts not specified in this section.	<del>\$51.00</del> per act
Notary Acts are available at:	
<ul style="list-style-type: none"> <li>Hermiston Police Department, Bob Shannon Safety Center, 330 S. 1<sup>st</sup> Street</li> <li>City Hall, 180 NE 2<sup>nd</sup> Street</li> </ul>	
Fines & Penalties	
1. Returned check	\$25.00
2. Collection Agency Processing Fee	\$10.00 per item
Miscellaneous Services	
1. Other Misc. Items and Services	As Established
Prints & Public Records	
Documents & Photocopies up to 11x17 (Does not include other fees)	
1. Black & White	Single: \$0.25 per page Double-Sided: \$0.50 per page
2. Color	Single: \$1.00 per page Double-Sided: \$2.00 per page
Maps, Nonstandard Documents, etc. Larger than 11x17 (Does not include other fees)	
1. Black & White	Actual Cost
2. Color	Actual Cost
Media (Does not include other fees)	
1. DVD, CD or USB	Actual Cost
2. Audio & Video Recording, in addition to other fees ("Lengthy Requests" fee waived for the first hour of processing.)	\$35.00 per hour- Minimum Charge
Processing Fees (Does not include other fees)	
1. Lengthy Requests (request over 15 mins to complete)	\$35.00 per hour
2. Fee's charged at 15 min increments. Requests less than 15 mins to process may be waived, excluding serial requests.	
3. Attorney Fees	Actual Cost
Please Note: Requestors must pre-pay the estimated cost of request. If the actual charges are less than the pre-payment, then the over- payment shall be refunded.	

# Airport

**Commercial Activity Fee-** Any business operating at the Airport

1. Aerial Sprayers	\$1,000.00 per year
2. Non-Aerial Sprayers	\$250.00 per year

**T-Hangar Rental**

1. Open Hangars	\$100.00 per month
2. Enclosed T-Hangar #2	<del>\$180.00</del> <u>\$200.00</u> per month
3. Enclosed T-Hangar #3	<del>\$205</del> <u>\$225.00</u> per month
4. <u>Enclosed T-Hangar #4</u>	
<u>a. Interior Bays</u>	<u>a. \$275.00</u>
<u>b. End Bays</u>	<u>b. \$325.00</u>

**Miscellaneous Services**

1. Air Freight Activity	\$284.00 per month
2. Transient Aircraft Parking	\$5.00 per night, after the first two nights.
3. Tie Downs	As established by agreement

**Land & Building Leases-** All terms and fees as established by agreement.

**Hermiston Municipal Airport is operated by contract, to: Gorge Aviation**

1600 E Airport Way, Hermiston, OR 97838

541-567-3694

<https://www.gorgeaviationservices.com/>

# Animals

## Dog Licenses (One-time fee per dog.)

1. Altered (spayed or neutered)	\$5.00
2. Unaltered (not spayed or neutered)	\$25.00
3. Service/Assistance dogs- As defined under the ADA	NONE

**Please Note:** Proof of rabies vaccination, or valid exemption, is required to obtain a license.

## Dog Impoundment & Boarding

1. Impoundment- Altered	\$25.00
2. Impoundment- Unaltered	\$75.00
3. Boarding- Excluding the first day of boarding, if impounded after 8:00pm.	\$10.00 per day

**Please Note:** No dog shall be released without proof of or obtaining a license and rabies vaccination.

**All animal services, as specified in this section, are contracted to:  
Pet Rescue Humane Society of Eastern Oregon**

1844 NW Geer Rd, Hermiston, OR 97838  
(541) 564-6222

\*\* Other independent animal services, ie: rabies vaccinations, etc, are also provided by Pet Rescue. \*\*

# Aquatic Center

Educational Classes		
1. Swimming, Diving, Snorkeling, Lifeguard, etc	As established per program	
Public Swim Hours		
Individual Daily Pass		
1. Infants (0-1yr)	Free	
2. Child (2-9yrs)	\$5.00	
3. Youth (10-17yrs)	\$6.00	
4. Adult (18+)	\$7.00	
5. Seniors (55+)	\$6.00	
Individual Splash Pass- All Season (entrance for all public swim hours)		
1. Child & Youth (2-17yr)	<del>\$7585.00</del>	
2. Adult (18+)	<del>\$8595.00</del>	
3. Senior (55+)	<del>\$7585.00</del>	
Family Splash Pass- All Season: All members must reside in same household (entrance for all public swim hours)		
1. 2 Adults & up-to 4 kids	<del>\$185200.00</del>	
2. 2 Adults & up-to 6 kids	<del>\$225240.00</del>	
3. 2 Adults & up-to 8 kids	\$265.00	
Aquatic Fitness Classes		
Individual Daily Pass		
1. Adult (18+)	\$7.00	
2. Seniors (55+)	\$6.00	
Individual Splash Pass-Fit: All Season (entrance for all aquatic fitness classes)		
1. Adult (18+)	<del>\$7585.00</del>	
2. Senior (55+)	<del>\$6575.00</del>	
Family Splash Pass-Fit: All Season- All members must reside in same household (entrance for all aquatic fitness classes)		
1. <del>Add on to Family Splash Pass</del>	<del>\$50.00 per adult</del>	
All Access Pass: All Season- (Entrance for all public swim hours & aquatic fitness classes)		
1. <del>Adult &amp; Senior</del>	<del>\$135.00</del>	
Aquatic Facility Rentals		
Full Facility Rental: Exclusive use of all pools & picnic shelter.	Resident	Non-Resident
Friday- Sunday 7:15pm-9:15pm or 9:30pm to 11:30pm Additional hours may be available <u>Refundable Booking/Security Deposit- Due to hold event date</u>	<del>\$950</del> 1,200.00	\$1,4150.00
	\$500.00	\$500.00
Semi-Private Rental: Shared use of all pools with other	Resident	Non-Resident



**AQUATIC CENTER**

designated area. Maybe shared with two other parties.		
Friday- Sunday 9:30pm to 11:30pm Additional hours may be available	\$150.00	\$190.00
<b>Picnic Shelter Rental:</b> Use of gazebo and picnic tables during public swim (pool entry fee required)	<b>Resident</b>	<b>Non-Resident</b>
2-Hour Rental: 50 Person Maximum - Group Rates Available	<del>\$50.00</del>	<del>\$60.00</del>
1. <u>Weekday Rental</u>	<u>\$50.00</u>	<u>\$75.00</u>
2. <u>Weekend Rental</u>	<u>\$65.00</u>	<u>\$90.00</u>
<b>Additional Amenities</b>		
1. <b>All-Day Cabana Rental:</b> Semi-Private shaded area with premium lounge chairs. Available during public swim.	Regular Cabana \$25.00	Large Cabana \$50.00
2. <b>All Other Amenities</b>	As Established	

**Hermiston Aquatic Center**  
 879 W Elm Ave, Hermiston, OR 97838  
 541-289-7665  
 541-667-5018 (Off-Season)

# Building Department

The final determination of valuation, occupancy, and/or construction type under any of the provisions of this order shall be made by the Building Official.

## A. Building Permits

The valuation to be used in computing the building permit and the building plan review fees shall be the total value (rounded up to the nearest dollar) of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and any other permanent equipment. It also includes the contractor's profit which should not be omitted.

The fees for each permit shall be as set forth in Tables A-1 and A-2. Valuation will be calculated using the City's Building Permit Fee table based on the International Code Council (ICC) Building Valuation Data Table as of April 1 of the current year, multiplied by the square footage of the structure or as stated by the applicant, whichever is greater. The cost per square foot of carports, decks, 1 & 2 Family Dwelling pole buildings, and covered porches/patios shall be 50% of the valuation indicated for "Private Garages" on the City's valuation table.

**Table A-1: Building Permit Fee**

- ❖ **Residential:** New, Additions, Alterations, Repairs, & Accessory Structures.  
(Plumbing permit required for potable water fire systems; see Table E-4)
- ❖ **Commercial:** New, Alterations, Additions, Repairs, Accessory Structure, Fire Systems, & Medical Gas Systems Plumbing permit (based on value of installation costs)
- ❖ **Multifamily:** New, Alterations, Additions, Repairs, & Accessory Structure.

Total Valuation	Building Permit Fee
1. \$1.00 to \$500.00	\$63.00 minimum
2. \$500.01 to \$2,000.00	\$63.00 for the first \$500.00 plus \$1.95 for each additional \$100, or fraction thereof, to and including \$2,000.00
3. \$2000.01 to \$25,000.00	\$92.25 for the first \$2,000.00 plus \$7.80 for each additional \$1,000, or fraction thereof, to and including \$25,000.00
4. \$25,000.01 to \$50,000.00	\$271.65 for the first \$25,000.00 plus \$5.85 for each additional \$1,000, or fraction thereof, to and including \$50,000 .00
5. \$50,000.01 to \$100,000.00	\$417.90 for the first \$50,000.00 plus \$3.90 for each additional \$1,000, or fraction thereof, to and including \$100,000.00
6. \$100,000.01 and up	\$612.90 for the first \$100,000.00 plus \$3.25 for each additional \$1,000, or fraction thereof.

**Table A-2: Building Permits - Related Fees**

Description	Permit Fee
1. Building Plan Review Fee	65% of the building permit fee based on Table A-I
2. Additional Building Plan Review required due to revisions to the construction documents	\$80.00 per hour
3. Fire Life Safety Review on State Allowed Plans	40% of the building permit fee based on Table A-I
4. Third Party Plan Review	\$80.00 per hour
5. Master Plan Review - <ul style="list-style-type: none"> <li>a. Setup fee</li> <li>b. Initial Plan Review</li> <li>c. Second &amp; Subsequent Reviews</li> </ul>	a. \$ 100.00 b. 65% of the building permit fee based on Table A-I c. 50% of the initial plan review fee
6. Deferred Submittals - Plan Review Fee	See Customized Permit Services: Table G-2, Deferred Plan Submittal
7. Consultation Fee- (In office code review, potential project review)	\$95.00 per hour (Minimum ½ charge)
8. Temporary Certificate of Occupancy Request- Commercial.	a. Initial request = \$100.00 b. Extension request = \$75.00 c. Residential TCO = No Charge

9. Investigation Fee	\$120.00 per hour (one hour minimum)
10. Reinspection, extra inspections, special inspections	\$80.00 each
11. Inspections outside of normal business hours	\$80.00 per hour (one hour minimum)
12. Inspections for which no fee is specifically indicated (includes on job site counsel inspections)	\$80.00 per hour
13. Solar Photovoltaic Systems installed using the prescriptive path described in section 305.4 of the Oregon Solar Installation Specialty Code (OSISC).	\$150.00 (includes one inspection) (Does include the plan review fees)
14. Non-prescriptive Solar Photovoltaic Systems	See Building Permit Fee Table A- I
15. Structural minimum fee	\$63.00
16. Technology Fee- Revenues are used to support technology related to electronic processes and tools used in doing business	2% of permit fee
17. Re-roof Permit	
a. Residential (required when replacing sheathing or other)	a. Fee based on valuation
b. Commercial	
i. Simple Replacement	i. \$250.00
ii. Complex Replacement- plan review required will be based on valuation.	ii. Fee based on valuation

**PERMIT EXTENSION**  
Reinstating Expired Permits

- ❖ Extensions must be requested prior to the permit expiring.
- ❖ IT IS NOT THE RESPONSIBILITY OF THE CITY OF HERMISTON TO NOTIFY THE PERMIT HOLDER OF EXPIRATION DATES. AS A COURTESY A NOTICE IS SENT OUT PRIOR TO EXPIRATION.

Extension Request	Permit Fee
1. First Extension Request	No Charge
2. Second and subsequent requests	\$65.00 each permit, no surcharge fee
3. Expired permit less than 6 months past expiration date	\$65.00 each permit, subject to surcharge fee
4. Expired permits over 6 months past expiration date	Fees assessed to current fee schedule; new plan review may apply. Subject to surcharge fee.

**Residential Structural Fire Suppression Standalone**  
(Fees based on total square footage of the dwelling unit to be covered by the system)

Total Square Footage	Permit Fee
1. 0 to 2,000 square feet	\$150.00
2. 2,001 to 3,600 square feet	\$218.00
3. 3,601 to 7,200 square feet	\$354.00
4. Over 7,200 square feet	\$488.00

**B. Manufactured Dwelling Placement Permits**

One single permit fee is assessed. This fee shall include the concrete slab, runners, or foundations when they comply with the prescriptive requirements of the Oregon Manufactured Dwelling and Specialty Code, electrical feeder and plumbing connections and all cross-over connections, site utility connections (water, sewer, storm) up to 30 lineal feet.

1. Manufactured Dwelling Placement Permit Fee	\$225.00
2. (includes plan review)	
3. Manufactured Dwelling & Cabana installation administrative fee	\$30.00 As required by the State
4. State Surcharge	As required by the State

**C. Camp and Park Permits**

The Area Development Fee is to be calculated based on the valuations shown in Table 2 of OAR 918-600-0030 for Manufactured Dwelling/Mobile Home Parks and Table 2 of OAR 918-650-0030 for Recreational Park & Organizational Camp Valuation Table, and then applying the valuation amount to the valuation fee table in the Building Permit Fee Table A-1.

1. Plan Review Fee	65% of total permit fee
2. State Surcharge	As required by the State

**D. Mechanical Permits**

The fees for each permit shall be as set forth in Table D-1, D-2, and D-3.

The valuation used to determine the commercial mechanical permit fee using Table D-1 shall include the value (rounded up to the nearest dollar) of all mechanical materials, equipment, labor, overhead and profit.

**Table D-1: Commercial Mechanical Permit Fees**

❖ <b>Commercial:</b> New, Alterations, Additions, Repairs, & Accessory Structure	
❖ <b>Multifamily:</b> New, Alterations, Additions, Repairs, & Accessory Structure	
Total Valuation	Permit Fee
1. \$1 to \$5,000.00	\$75.00 minimum
2. \$5,000.01 to \$10,000.00	\$75.00 for the first \$5,000.00 plus \$1.00 for each additional \$100, or fraction thereof, to and including \$10,000 .00
3. \$10,000.01 to \$100,000.00	\$125.00 for the first \$10,000.00 plus \$2.00 for each additional \$1,000, or fraction thereof, to and including \$100,000.00
4. \$100,000.00 and up	\$305.00 for the first \$100,000.00 plus \$1.00 for each additional \$1,000, or fraction thereof

**Table D-2: Residential Dwelling Mechanical Permit Fees**

❖ <b>1 &amp; 2 Family Dwelling:</b> New, Alterations, Additions, Repairs, & Accessory Structure	
❖ <b>Manufactured Dwellings:</b> New, Additions, Alterations, Repairs, & Accessory Structure	
Description	Permit Fee
1. Air conditioner	\$15.00
2. Air handling unit of up to 10,000 cfm	\$11.00
3. Air handling unit 10,001 cfm and over	\$15.00
4. Appliance or piece of equipment regulated by code but not classified in other appliance categories	\$11.00
5. Appliance vent installation, relocation or replacement not included in an appliance permit	\$10.00
6. Attic/crawl space fans	\$10.00
7. Barbecue	\$11.00
8. Chimney/liner/flue/vent	\$11.00
9. Clothes dryer exhaust	\$11.00
10. Decorative gas fireplace	\$11.00
11. Ductwork, no appliance/fixture	\$11.00
12. Evaporative cooler other than portable	\$11.00
13. Floor furnace, including vent	\$15.00
14. Flue vent for water heater or gas fireplace	\$10.00
15. Furnace - greater than 100,000 BTU	\$15.00
16. Furnace - up to 100,000 BTU	\$15.00
17. Furnace/burner including duct work/vent/liner	\$15.00

18. Gas or wood fireplace/insert	\$15.00
19. Gas fuel piping outlets (four or less connections)	\$10.00
20. Gas fuel piping outlets (more than four)	\$6.00
21. Heat pump	\$15.00
22. Hood served by mechanical exhaust, including ducts for hood	\$15.00
23. Hydronic hot water system	\$15.00
24. Installation or relocation domestic-type incinerator	\$15.00
25. Mini split system	\$15.00
26. Oil tank/gas/diesel generators	\$15.00
27. Pool or spa heater, kiln	\$15.00
28. Range hood/other kitchen equipment	\$15.00
29. Repair, alteration, or addition to mechanical appliance including installation of controls	\$15.00
30. Suspended heater, recessed wall heater, or floor mounted unit heater	\$15.00
31. Ventilation fan connected to single duct	\$10.00
32. Ventilation system not a portion of heating or air-conditioning system authorized by permit	\$10.00
33. Water heater	\$15.00
34. Wood/pellet stove	\$15.00
35. <b>Other heating/cooling</b>	<b>\$12.00</b>
36. <b>Other fuel appliance</b>	<b>\$12.00</b>
37. <b>Other environment exhaust/ventilation</b>	<b>\$10.00</b>
38. <b>Minimum Permit Fee</b>	<b>\$40.00</b>

**Table D-3: Mechanical Permits - Related Fees**

Other Inspections	Fee
1. Mechanical Plan Review - when Required or requested	25% of the permit fee
2. Additional Mechanical Plan Review required due to revisions to the construction documents	\$50.00 per hour
3. Re-inspection Fee	\$75.00 each
4. Inspections outside of normal business hours	\$80.00 per hour (one hour minimum)
5. Inspections for which no fee is specifically indicated	\$80.00 per hour (one hour minimum)
6. Investigation Fee	\$80.00 per hour
7. General State Surcharge: ORS 455.210	As set by the State of Oregon

**E. Plumbing Permits**

**Table E-1: Plumbing Permit Fees**

❖ **Residential:** New

❖ **Includes:** No additional fee shall be charged for the first 100 feet of water and sewer lines, hose bibbs, icemakers, underfloor low-point drains, and rain drain packages that include the piping, gutters, downspouts, and perimeter system

Description	Fee
1. One Bathroom	\$275.00
2. Two Bathrooms	\$300.00
3. Three Bathrooms	\$375.00
4. Each additional Bath/Kitchen	\$75.00

**Please Note:** A "half bath" is equivalent to a single bathroom

- |  |                  |
|--|------------------|
| 1. Each additional 100 ft of water, sewer, or storm line or fraction thereof | \$30.00 per type |
| 2. Residential Fire Sprinkler System- Multipurpose/Continuous Loop           | See Table E-4    |

**Table E-2: Plumbing Permit Fees**

- ❖ **Residential:** Additions, Alterations, Re pairs, & Accessory Structure
- ❖ **Commercial:** New, Additions, Alterations, Repairs, Accessory Structure, & Fire Systems
- ❖ **Multifamily:** New, Additions, Alteration, Repairs, Accessory Structure, & Fire Systems
- ❖ **Manufactured Dwellings:** New (utilities beyond 30 ft), Additions, Alterations, Repairs, & Accessory Structure

Site Utilities	Fee/Unit
1. Sanitary sewer - first 100 feet	\$50.00
a. Each additional 100 feet, or fraction thereof	\$30.00
2. Storm sewer including trench drains, leach lines, and drywells - first 100 feet	\$50.00
a. Each additional 100 feet, or fraction thereof	\$30.00
3. Water service -first 100 feet	\$50.00
a. Each additional 100 feet, or fraction thereof	\$30.00

Fixtures or Items	Residential Fee/Unit	Commercial Fee/Unit
1. Alternate potable water heating system	\$30.00	\$35.00
2. Backflow preventer	\$45.00	\$50.00
3. Backwater valve	\$45.00	\$50.00
4. Catch Basin	\$25.00	\$25.00
5. Clothes washer	\$25.00	\$25.00
6. Dishwasher	\$25.00	\$25.00
7. Drinking fountain	\$25.00	\$25.00
8. Ejectors/sump pump	\$45.00	\$50.00
9. Expansion tank	\$20.00	\$50.00
10. Fixture Cap	\$20.00	\$20.00
11. Floor drain/floor sink/hub drain	\$25.00	\$30.00
12. Garbage disposal	\$25.00	\$30.00
13. Hose bib	\$20.00	\$20.00
14. Ice maker	\$25.00	\$50.00
15. Interceptor/Grease Trap	\$30.00	\$50.00
16. Primer	\$20.00	\$20.00
17. Residential Replacing in-building water supply lines-number of branches:		
a. First floor	\$75.00	
b. Each additional floor	\$25.00	
18. Commercial Replacing in-building water supply lines-number of branches:		
a. First five branches		\$80.00
b. Each fixture branch over five		\$20.00
19. Roof Drain		\$25.00
20. Sink/basin/lavatory	\$25.00	\$30.00
21. Swimming pool piping	\$25.00	\$50.00
22. Trench Drain	\$30.00	\$50.00
23. Tub/shower/shower pan	\$25.00	\$30.00

24. Urinal	\$20.00	\$25.00
25. Water closet	\$25.00	\$25.00
26. Water heater	\$25.00	\$25.00
27. Other- plumbing	\$25.00	\$46.00
28. Medical Gas Installations (Plan Review Required)	Based on valuation using Table A-1	
29. <b>Minimum Permit Fee</b>	<b>\$45.00</b>	<b>\$65.00</b>

**Table E-3: Plumbing Permit - Related Fees**

Other Inspections	Fee
1. Plumbing Plan Review - When required or requested	25% of the permit fee
2. (Plan review is required for Medical Gas Installations, Fire Suppression Systems, and complex structures as defined by OAR Chapter 918, Division 780)	
3. Additional Plumbing Plan Review required due to revisions to the construction documents	\$60.00 per hour
4. Re-inspection Fee	\$60.00 each
5. Inspections outside of normal Business hours	\$60.00 per hour (one hour minimum)
6. Inspections for which no fee is specifically indicated	\$60.00 per hour
7. Investigation Fee - work done without permits	\$80.00 per hour
8. General State Surcharge: ORS 455.210	As set by the State of Oregon

**Table E-4: Plumbing Permits - Residential Fire Systems <sup>1</sup>**

- ❖ Multipurpose or Continuous Loop Fire Suppression Systems (13D)
- ❖ Fees based on total square footage of the dwelling unit to be covered by the system

Total Square Footage	Permit Fee (Include Plan Review)
1. 0 to 2,000 square feet	\$87.00
2. 2,001 to 3,600 square feet	\$129.00
3. 3,601 to 7,200 square feet	\$164.00
4. Over 7,200 square feet	\$200.00

- ❖ <sup>1</sup> Stand-alone systems are permitted under separate building permits. However, a plumbing permit for a backflow prevention device (in the event of connectivity to potable water supply) is required.
- ❖ Plan review is required on all Residential Fire Suppression Systems.

**F. Electrical Permits**

**Table F-1: Electrical Permit Fees**

- ❖ **Residential:** New, Additions, Alterations, Repairs, & Accessory Structure
- ❖ **Commercial:** New, Alterations, Additions, Repairs, & Accessory Structure
- ❖ **Multifamily:** New, Alterations, Additions, Repairs, & Accessory Structure

A. Residential-New, or Multi-Family Dwelling Building - New: Service Included	Fee/Equipment
<b>Residential-New</b>	
1. 1,000 square feet or less	\$106.00
a. Each additional 500 square feet, or fraction thereof	a. \$19.00
b. Limited energy, for New I & 2 Family Dwelling	b. \$25.00
<b>Multi-Family Dwelling Building - New: Service Included</b>	
2. Largest unit uses above sq. ft.; each additional unit	50% of largest unit rate
a. Limited Energy	a. \$63.00 per floor
b. Protective Signaling	b. \$63.00 per floor

**Please Note:** If a limited energy permit is purchased separately from the new building electrical permit, use fee listed in the "Miscellaneous" section.

<b>B. Services or Feeders Installation, Alterations or Relocation (Does not include branch circuits)</b>	
1. 200 amps or less	\$79.00
2. 201 amps to 400 amps	\$94.00
3. 401 amps to 600 amps	\$156.00
4. 601 amps to 1,000 amps	\$204.00
5. Over 1,000 amps or 1,000 volts	\$469.00
<b>C. Temporary Services/Feeders Installation, Alteration, or Relocation</b>	
1. 200 amps or less	\$63.00
2. 201 amps to 400 amps	\$86.00
3. 401 amps to 600 amps	\$125.00
4. 601 amps to 1,000 amps	\$163.00
5. Over 1,000 amps or 1,000 volts	\$375.00
<b>D. Branch Circuits - New, Alterations or Extension, per Panel</b>	
1. Feeder for branch circuits <b>with</b> above service or feeder fee	
a. Each branch circuit	\$4.00
2. Fee for branch circuits <b>without</b> service or feeder	
a. First branch circuit	a. \$54.00
b. Each additional branch circuit	b. \$4.00
<b>E. Miscellaneous (Service or Feeder Not Included)</b>	
1. Each manufactured or modular dwelling, service and/or feeder	\$63.00
2. Reconnect only	\$63.00
3. Pump or irrigation circle	\$63.00
4. Sign or outline lighting	\$63.00
5. Each signal circuit(s) or each limited-energy panel alteration	
6. or extension	\$50.00
<b>F. Renewable Electrical Energy</b>	
1. 5 kva or less (all renewable types)	\$79.00
2. 5.01 to 15.00 kva (all renewable types)	\$94.00
3. 15.01 to 25.00 kva (all renewable types)	\$156.00
4. For wind generation systems in excess of 25 kva:	
a. 25.01 kva to 50.00 kva	a. \$204.00
b. 50.01 kva to 100 kva	b. \$469.00
c. Over 100 kva	c. Use sections B or C, plus D
5. Base fee for solar generation systems in excess of 25 kva	\$156.00
a. Add for each additional kva, or fraction thereof over 25. Maximum fee is 100kva (permit fee will not increase beyond the calculation for 100 kva)	a. \$6.24

**Table F-2: Electrical Permit – Related Fees**

Other Inspections	Fee
1. Electrical Plan Review- When requested or required by OAR Chapter 918, Division 311	25% of the permit fee
2. Additional Electrical Plan Review required due to revisions to the construction documents	\$86 per hour
3. Re-inspection Fee	\$86.00
4. Inspections outside of normal Business hours	\$86.00 per hour (one hour minimum)
5. Inspections for which no fee <b>is specifically</b> indicated	\$86.00 per hour
6. Investigation Fee	\$86.00 per hour



7. Master Permit Inspection Program OAR 918-309-0100	
a. Application fee: 1 <sup>st</sup> time only, no charge for renewals	a. \$100.00
b. Inspection fee (includes inspection, report writing and travel time) per hour	b. \$86.00
8. General State Surcharge: ORS 455.210	As set by the State of Oregon

**G. Customized Permit Services**

**Table G-1: Phased Plan Review**

- ❖ Authorizes construction to begin on a portion or portions of a building before the construction documents for the whole building have been submitted.

Service Option	Fee
1. Phased Plan Review - In addition to: a. Standard plan review fees	\$250.00 application fee per phase, plus 10% of the total building permit fee not to exceed \$1,500.00 per phase

**Table G-2: Deferred Plans Submittal**

- ❖ Portions of a building design are allowed to be submitted separately.
- ❖ Does not apply to deferred permits.

Service Option	Fee
1. Deferred Plans Submittal - In addition to: a. The project plan review fee based on total project value	65% of the structural permit fee calculated using the value of the particular deferred portion, or portions of the project, with a minimum fee of \$150.00.

**H. Code Enforcement**

**Table H-1: Code Enforcement Fees**

**Blowing Dust**

1. Blowing Dust Control Plan	Plan Review: \$100.00	Refundable Deposit: \$300.00
2. Use of a City water truck and operator for the purpose of dust abatement	\$200.00 per hour with a 4-hour minimum	

**Abatement**

1. Administrative Overhead Abatement Processing fee	10% of the total abatement cost
---	---------------------------------

**I. Miscellaneous Fees**

**Table I-1: Miscellaneous Fees**

Description	Fee
1. Sewer Tap Inspection	\$50.00
2. Fees for moving buildings	\$10.00
3. Excavation permit fees	\$25.00 and shall be doubled if the start of construction occurs prior to application of the permit.
4. Copy Costs	See "Administration & General Fees" Section under "Prints & Public Records"
5. All Signs: Pole sign, canopy signs, and/or any other large sign structure	Permit fee based on valuation plan review- 65% of permit fee

**Building Department**

180 NE 2<sup>nd</sup> Street, Suite 211, Hermiston, OR 97838  
541-667-5025

# Business Licenses

**Please Note:** Individual business licenses fees, as specified below, are for specific business types. The City of Hermiston does not have a general business license as noted below. All businesses operating inside of City limits require a Business License issued from the City of Hermiston as adopted in the Hermiston Code of Ordinances. Solicitors and Mobile Vendors have additional Licenses as described below.

**Business & Liquor License – Effective 04/01/2024**

<del>Business License</del>	<b>Not Required</b>
<u>Businesses WITH a Permanent Location WITHIN City Limits</u>	
1. <u>Base Fee – Includes 0-5 Full-Time Equivalent (FTE) Employees</u>	1. <u>\$85.00</u>
2. <u>6-49 FTE Employees</u>	2. <u>Base Fee + \$15.00 per Employee</u>
<del>3. 50+ FTE Employees</del>	3. <u>\$1,000.00</u>
<u>Businesses WITHOUT a Permanent Location WITHIN City Limits</u>	
1. <u>Base Fee- Includes 0-5 Hermiston Full-Time Equivalent (FTE) Employees</u>	1. <u>\$100.00</u>
2. <u>6-49 FTE Hermiston Employees</u>	2. <u>Base Fee + \$20.00 per Employee</u>
3. <u>50+ FTE Hermiston Employees</u>	3. <u>\$1,200.00</u>
<u>Construction Projects</u>	<u>\$400.00</u>
<u>Trade Show and Carnivals</u>	<u>\$300.00</u>

**Liquor License**

<u>Liquor License, New</u>	<u><del>\$100.00</del></u>
<u>Liquor License, Annual Renewal, Special Events, &amp; Temporary Sales</u>	<u><del>\$1035.00</del></u>
<u>Liquor License, Change in: Ownership, Location, or Privilege</u>	<u>\$75.00</u>

<b>Solicitors' License</b>	<b>3 Months or Less</b>	<b>Up-To 6 Months</b>	<b>Full Year</b>
Per License	\$10.00	\$15.00	\$25.00
Each additional solicitor, in excess of one, employed by the same firm.	\$10.00 flat fee, regardless of license duration.		

**Mobile Vending License**

Full Year Application/Renewal	\$500.00*
90-Day Application/Renewal	\$300.00*
Lunch Trucks	\$300.00*
Event Trucks (one-day)	\$25.00

**Please Note:** Fees are due at the time of application. If the license is not approved, \$100.00 will be retained for administrative costs. (\*) Indicates administrative fee charge retained.

**Food Pod**

The Food Pod is contracted out by the City. For more information, contact the Planning Department below.

**Business, Liquor, & Solicitors' Licenses are processed at City Hall.**

180 NE 2<sup>nd</sup> Street, Hermiston, OR 97838  
541-567-5521

**Mobile Vending Licenses are processed by the Planning Department**

180 NE 2<sup>nd</sup> Street, Suite 211, Hermiston, OR 97838  
541-667-5010



# Community Center

**Discounted Rates** for Non-Profit Organization may be provided.

**Great Room Rental (Large Meetings & Events)**

Includes: Janitorial, Kitchen, Stage, Staff Support, and Tear Down.

	<u>Current Fee's</u>	<u>2025 Fee's</u>
1. 0-99 Guests	\$1,100.00	<del>\$1,350.00</del>
2. 100-250 Guests	\$1,475.00	<del>\$1,725.00</del>
3. 251-350 Guests	\$1,750.00	<del>\$2,000.00</del>
4. Set-Up- By Center Staff	\$450.00	<del>\$500.00</del>
5. Day Before Decorating (during business hours, M-F 8:00am-5:00pm)	\$250.00	<del>\$400.00</del>
6. Refundable Cleaning/Damage Deposit- Due to Hold Date	\$1,000.00	

**Security Guards and Insurance**

**Security:** Security Guards may be required for event rental. The number of guard(s) are dependent on the numbers of guests and length of your event.

**Insurance:** Event Liability Insurance of \$1 million is required. (Cost varies from \$50.00 - \$200.00). \*Clients responsibility to obtain and show event center proof of insurance. \*

<b>Small Meetings &amp; Events</b> Includes: Janitorial, Set-Up/Tear down & Staff Support	<u>Hourly Staff Set Up</u>	<u>Half Day (4 hrs)</u>	<u>Full Day (8 hrs)</u>
1. Board Room (20 guests max)	<del>\$30.00</del> NA	<del>\$75</del> 100.00	<del>\$125</del> 175.00
2. Rotary/Altrusa Room (40 guests max)	<del>\$50.00</del> <del>\$75.00</del> 0	<del>\$125</del> 175.00	<del>\$200</del> 300.00
3. Great Room (100 guests max)	<del>\$75.00</del> <del>\$150.00</del>	\$375.00	\$500.00
4. Refundable Cleaning/Damage Deposit- Due to Hold Date	\$100.00		

**Additional Amenities**

1. Coffee & Ice Water (30 guests)	<del>\$3</del> 25.00
2. Table Toppers	<del>\$65.00</del> each
3. Napkins	\$0.50 each
4. <del>Table Skirts</del>	<del>\$5.00</del> each
5. Table Linens	<del>\$65.00</del> each

**Please Note:** Fees in "Additional Amenities" are subject to change per vendor notice.

**Hermiston Community Center**  
415 S. Hwy 395, Hermiston, OR 97838  
541-667-5018

# Court (Municipal)

<b>Prints &amp; Public Records</b> (see Administrative & General Fees)	
<b>Municipal Court Reports</b> (Does not include other fees)	
541. Reports including discovery, except court appointments (regardless of page count or electronic format)	\$20.00 each- Flat Fee
2. All other Prints and Public Records Requests	As established in "Administration & General Fees" under "Prints & Public Records"
<b>Other Court Services</b>	
1. Marriage Ceremony (performed by Municipal Court Judge on site)	\$75.00
2. Marriage Ceremony (performed by Municipal Court Judge off site)	\$100.00 + actual mileage costs (as set in ORS 106.120(5))
3. Certification of Court Document	\$2.00 for certification of each document (in addition to printing costs)
<b>Fees &amp; Penalties</b>	
1. Payment Plan Fee/ Fee on cases not paid in full within 30 days of judgment.	Case Balance- \$0-280.00, fee of \$25.00 Case Balance- \$280.01+, fee of \$50.00 (If case is paid off within 12 months, the fee will be waived)
2. Collection Agency Processing Fee	Actual amount imposed by the collection agency
3. Returned Check	(See Administration & General Fees)
<b>Jury Fees</b>	
1. Juror Attendance Fee * <b><i>Paid to Selected Jurors</i></b> *	Compensation and Mileage (Rate applicable to appearances in justice court)
542. Juror Attendance Fee * <b><i>Paid to Not-Selected Jurors</i></b> *	Mileage Only (Rate applicable to appearances in justice court)
3. Subpoenaed Witnesses Attendance Fee	Compensation and Mileage (Rate applicable to appearances in justice court)
4. Mileage Fee (to and from place of residence)	Rate applicable to appearances in justice court
<b>Hermiston Municipal Court</b> 180 NE 2 <sup>nd</sup> Street, Hermiston, OR 97838 541-567-6610	

# Eastern Oregon Trade & Event Center (EOTEC)

Please Note: All Rentals Include: Janitorial, Set-up & Tear Down (Tear Down includes putting away tables and chairs only)			
Great Room Rental (Large Meetings & Events)	Private/For Profit		Non-Profit
<b>Booking Fee &amp; Refundable Security Deposit</b> (Cleaning-Damage)			
1. Booking Fee- Due to Hold Date a. Non-Refundable- If booking more than 6 months in advance	\$400.00		\$400.00
2. Security Deposit Non-Alcohol Event	\$500.00		\$200.00
3. Security Deposit With Alcohol Event	\$1,000.00		\$1,000.00
<b>Great Room Use</b> (Includes Lobby & Standard Stage)	<b>Full Room</b>	<b>Half Room</b>	
1. Monday- Thursday	\$2,7650.00	\$1,850.00	\$1,6500.00
2. Friday	\$3,000.00	\$1,850.00	\$2,000.00
3. Saturday	<del>\$3,500</del> 4,000.00 0	Not Available	<del>\$2,500</del> 3,000.00
4. Sunday	\$2,100.00	\$1,850.00	\$1,800.00
<b>Kitchen Use</b>			
1. Full	\$200.00		\$150.00
2. Fridge and Ice Maker Only	\$100.00		\$50.00
<b>Day Before Decorating</b> (If Available)			
1. 8:00am to 4:30pm	½ of total rent		½ of total rent
2. <del>57:00pm</del> to <del>102:00pm</del>	\$500.00		\$50.00 per hour
<b>Meeting Room Rentals</b> (Small Meetings & Events)	<b>Private/For Profit</b>		<b>Non-Profit</b>
<b>Booking Fee &amp; Refundable Security Deposit</b> (Cleaning-Damage)			
1. Booking Fee- Due to Hold Date	\$50.00		\$50.00
2. Security Deposit Non-Alcohol Event	\$500.00		\$500.00
3. Security Deposit With Alcohol Event	\$1,000.00		\$1,000.00
<b>Meeting Rooms</b> (Includes Janitorial Services)			
1. Meeting Rooms 1 OR 2	<del>\$200</del> 225.00		\$200.00
2. Meeting Rooms 1 AND 2 (Combined)	<del>\$400</del> 425.00		\$400.00
3. Meeting Room 3	<del>\$200</del> 225.00		\$200.00
<b>Staffing and Insurance</b>			
1 staff member per 100 people- 5 hour minimum charge. Security requirements vary for different events	\$40.00 per hour per staff member		
<b>Please Note:</b> Event Liability Insurance of \$1 million is required. (Cost varies from \$50.00 - \$200.00). *Clients responsibility to obtain and show event center proof of insurance. *			
<b>Additional Amenities</b>			
1. Coffee (per pot, 25 cups)	\$25.00		
2. Table Toppers	\$3.00 each		

**EASTERN OREGON TRADE & EVENT CENTER (EOTEC)**

3. Napkins	\$0.50 each
4. Table Linens	\$7.00 each
5. Kegerator	\$100.00
6. A/V Equipment- Projector, Screen, Microphone, etc	\$30.00

**Please Note:** Fees in "Additional Amenities" are subject to change per vendor notice.

**Other Venues**

1. Rodeo Arena	Contact EOTEC for Pricing
2. Barns	Contact EOTEC for Pricing
3. Outdoor Grounds	Contact EOTEC for Pricing

**EOTEC**  
1705 E. Airport Rd, Hermiston, OR 97838  
541-289-9800  
<https://eotechermiston.com/>

# Festival Street

**Festival Street-** Per day Rental 8:00am to 10:00pm

1. Festival Street use	\$400.00
2. <u>Refundable Booking/Security Deposit- Due to hold event date</u>	<u>\$500.00</u>

**Please Note:** Other fees may apply at a cost recovery basis, ~~include, but not limited to paying a Security Deposit.~~ You will be held financially responsible for any damages, repairs or cleaning of the reserved areas resulting from your use.

**Miscellaneous Rentals**

1. Event Tent 78' x 40'	<del>\$100.00</del> <u>250.00</u> per event
2. <del>Tables</del>	<del>\$20.00</del> per table
3. <del>Extra Garbage Cans</del>	<del>\$10.00</del>
4. Other Rentals & Amenities	As Established

**Reservations may be made through: Hermiston Community Center**

415 S. Hwy 395, Hermiston, OR 97838

541-667-5018



# Franchises

Miscellaneous	
1. Application and Review Fee	\$350.00 Unless otherwise provided in franchise agreement
Registration Fee	
1. Telecommunications- One Time Only	\$50.00
Solid Waste	
1. Franchise Fee	3%
2. Billing and Collection Services	12%
Small Cell Wireless	
1. Annual Franchise Fee	\$270.00 for each Small Wireless Facility installed or maintained. Will increase 3% every January 1, beginning January 1, 2022.
2. Interest and Late Fees	Annual rate equal to the greater of 1% per month or the maximum rate allowed by law.
3. Additional Fees	As established
<b>All Grantees</b> must pay a franchise fee to the City through the duration of its franchise, as follows:	
<p>A. For all grantees, except as provided in paragraphs B and C, a fee of 5% of gross revenues paid quarterly, unless otherwise provided in the franchise agreement. Gross revenue is defined in Section 170.04.050 of the Hermiston Municipal Code.</p> <p>B. The franchise fee for a telecommunication utility shall equal 5% of its gross revenue on exchange access services earned within the boundaries of the City.</p> <p>C. For limited use telecommunications grantees, a minimum annual fee, payable in advance, of \$1,000.00 or \$1.00 per linear foot of right-of-way used, whichever sum is greater. This fee will increase annually in July of each year, by multiplying the fee by a fraction, the numerator of which is the CPI Index Figure for the month of March preceding the July in which the fee is to be increased and the denominator of which is the Base CPI Index Figure. As used in this section, "Index" refers to the All Urban Consumers (CPI-U), U.S. City Average, CPI Index published by the Bureau of Labor Statistics of the United States Department of Labor. "Base CPI Index Figure" will refer to the Index number indicated for the month of March, 1998, and the "CPI Index Figure" for any other month will refer to the Index number for that month.</p>	
<b>Please Note:</b> Beginning July 1, 2001, the fee will be \$1.00 per linear foot. This fee will increase annually by the CPI Index as set forth above. The base CPI will be January of 2001. A limited use telecommunication grantee is defined as one whose franchise limits the amount of linear feet the grantee may occupy, or one who has a franchise as of October, 1998, for the purpose of long-distance telecommunications.	
Right-of-Way Permit	
1. <b>Diminished Pavement Life Fee-</b> For any construction requiring pavement cuts or excavation within a public right-of-way.	The franchise applicant shall acquire a City of Hermiston permit {§94.37(A)} to utilize City right-of- way and meet all fee and construction standards as specified.
2. <b>Construction Permit Fee</b>	the applicant must pay a permit fee equal to \$500.00 or ¼ of one percent (.25%) of the estimated cost of constructing the telecommunications facilities, whichever is greater; unless otherwise provided in a franchise agreement, prior to issuance of a construction permit for construction within the public right-of-way.

# Garbage & Recycling Services

## Miscellaneous Services & Fees

### FREE Yard Trimming Permits

Free residential yard trimming disposal permits are available, upon request, for residential customers in good standing and can be obtained at: City Hall, 180 NE 2<sup>nd</sup> Street, Hermiston.

Permit is valid for two months from issuance date.

### FREE Recycling Centers located in Hermiston

1. 220 W Harper Road, near Cost Less Carpet 1692 NW Geer Road, near Theater Sports Park
2. 81144 N. HWY 395, at Sanitary Disposal

### Account Set-Up (non-refundable)

- |                   |         |
|-------------------|---------|
| 1. Garbage (only) | \$10.00 |
|-------------------|---------|

## 1. Mechanically Emptied Carts & Containers

### A. 35-Gallon Cart, Served Weekly

- |  |  |
|--|--|
| 1. Residential and Commercial Curb   | \$12.70 per month  |
| 2. Walk-in Charge  | \$6.68 per month   |
| 3. <del>Senior Citizens on limited income (See Regulation 1,D,4)</del><br><u>Reduced Residential Rate:</u><br><u>For relief of those residents who are experiencing a financial hardship and meet income qualifications, a Reduced Utility Rate Application may be obtained at City Hall for a reduced monthly charge calculated at 50 percent of the base rate of their water and sewer bill, as well as a monthly discount in garbage service.</u> | \$10.46 per month<br><u>Only one allowed at this rate.</u> |

### B. 90-Gallon Cart, Served Weekly

- |                     |                  |
|---------------------|------------------|
| 1. Residential Curb | \$21.13per month |
| 2. Commercial Curb  | \$25.97per month |
| 3. Walk-in Charge   | \$6.68 per month |

### C. Commercial Loose-Yard & Cardboard Containers

- |  |                                    |
|--|------------------------------------|
| 1. (1) 1.5- Yard Container ( <u>Service available Mon-Sat</u> ):             |                                    |
| a. Served once a week  | a. \$ 87.87 per month              |
| b. Served twice a week   | b. \$166.35 per month              |
| <del>c.</del> Served three times a week                                      | <del>c.</del> \$244.83 per month   |
| <del>d.</del> Served four times a week                                       | <del>d.</del> \$323.31 per month   |
| <del>e.</del> Served five times a week                                       | <del>e.</del> \$401.73 per month   |
| <del>e.f.</del> Served six times a week                                      | <del>e.f.</del> \$480.27 per month |
| 2. <del>(2) 1.5 Yard Containers:</del>                                       |                                    |
| <del>a.</del> Served once a week   | <del>a.</del> \$175.74 per month   |
| <del>b.</del> Served twice a week  | <del>b.</del> \$332.70 per month   |
| <del>e.a.</del> Served three times a week                                    | <del>e.a.</del> \$489.66 per month |
| 3. <del>(3) 1.5 Yard Containers:</del>                                       |                                    |
| <del>a.</del> Served once a week   | <del>a.</del> \$263.62 per month   |
| <del>b.</del> Served twice a week  | <del>b.</del> \$499.05 per month   |
| <del>e.a.</del> Served three times a week                                    | <del>e.a.</del> \$734.49 per month |
| 4. <del>2.</del> (1) 2- Yard Container ( <u>Service available Mon-Sat</u> ): |                                    |
| a. Served once a week  | a. \$114.24 per month              |
| b. Served twice a week   | b. \$217.19 per month              |

**GARBAGE & RECYCLING SERVICES**

c. Served three times a week	c. \$320.14 per month
d. Served four times a week	d. \$423.09 per month
e. Served five times a week	e. \$526.03 per month
e.f. Served six times a week	e.f. \$626.98 per month
5. (2) 2 Yard Containers:	
a. Served once a week	a. \$228.49 per month
b. Served twice a week	b. \$434.38 per month
e.a. Served three times a week	e.a. \$640.28 per month
6. (3) 2 Yard Containers:	
a. Served once a week	a. \$342.73 per month
b. Served twice a week	b. \$685.46 per month
e.a. Served three times a week	e.a. \$960.42 per month
7.3. Commercial Compacted Solid Waste	1.5 times the loose container rate
8.4. Cardboard Recycling Container:	
a. Served <del>once per</del> up to 5 days a week <u>Mon-Fri is available</u>	a. \$12.45 per month
b. Recycling Compactor Haul	b. \$207.86 per month
c. Demurrage per day after 7 days	c. \$5.01 per month

**D. Regulations**

- 1.5- Yard container and larger containers must be placed on a hard level surface in a location that will prevent container run-away.
- Containers placement must be easily accessible to truck and collector.
- Cart placement must be at curb or roadside.
- ~~Senior Citizens requesting the reduced rate must make application to Sanitary Disposal, Inc. and meet the Oregon State Poverty Income Guidelines.~~

**2. Manually-Emptied-Containers**

**A. Containers**

1. One container served weekly	\$12.95 per month
2. Each additional container served weekly (1&2 for existing customers only)	\$8.85 per month
3.2. Extra charges per pickup for solid waste not on a regular basis	\$2.75 per month
4.3. Containers are priced at level full with lid closed and extra charges will be made for "over the top bulk"	\$1.50 per month

~~Minimum special pickup charges to be arranged between customer and collector~~

**B. Regulations**

1. Size 32 Gallon maximum not to exceed 60 pounds in weight when filled and 18 pounds when empty.
  - a. Containers must have lids and handles.
  - e.a. Containers must be kept clean and in good condition. Plastic liners are recommended.
- 2.1. Container placement must be easily accessible to the driver.
- 3.2. All garbage must be drained of excess liquids and wrapped.
- 4.3. Ashes will be taken ONLY if placed in plastic bag and tied (fire hazard to equipment and transfer station).
- 5.4. Any solid waste around the container will be taken and an extra charge made unless the collector is otherwise notified by the customer.
- 6.5. No hazardous waste will be taken.

**3. Dropbox**

**A. Service within 7-day period**

1. Prepayment: Required to reserve a dropbox and applied to first bill.	\$200.00
2. Delivery Fee	\$46.10 for the first box

**GARBAGE & RECYCLING SERVICES**

3. Weighing up to 5 tons	\$65.12 haul fee plus \$6.52 per cubic yard or \$73.34 per ton, whichever is greater
4. Weighing 5 tons or greater	\$255.57 haul fee plus \$39.27 per ton
5. Demurrage charge per box after 7 <sup>th</sup> day	\$5.01 per day

**B. Regulations**

- 1. Dropboxes are priced and can be loaded-level full with a maximum weight of 10 tons.

**4. Compacted Dropbox**

**A. Compactor on call**

1. Weighing up to 5 tons	\$85.57 per hour haul fee plus \$6.52 per cubic yard or \$73.34 per ton, whichever is greater
2. Weighing 5 tons and greater	\$255.57 haul fee plus \$39.27 per ton

**B. Regulations**

- 1. Maximum weight of 10 tons when full.

**5. Fines & Penalties** (not already listed above)

<b>Disconnection/Reconnection</b> (due to non-payment)	<del>\$10.00</del> <u>\$20.00</u>
<b>Return Service</b> (Did not set-out cart. Same day only)	\$15.00

**Please Note:** Service shall be restored only upon full payment of account, including: any other costs or fines imposed by the City or Sanitary Disposal.

**All solid waste services, as specified in this section, are subcontracted to:**  
**Sanitary Disposal**  
 81144 N. Hwy 395, Hermiston, OR 97838  
 541-567-8842

# Harkenrider Senior Center

**Discounted Rates** for Non-Profit Organization may be provided.

## Great Room Rental (Large Meetings & Events)

Includes: Janitorial, Staff Support, and Tear Down.

1.	0-99 Guests		
	a. Half Day (1-5 Hours)	a.	\$300.00
	b. Full Day (6+ Hours)	b.	\$500.00
2.	100-200 Guests		
	a. Half Day (1-5 Hours)	a.	\$425.00
	b. Full Day (6+ Hours)	b.	\$700.00
3.	Day Before Decorating- During business hours M-F 8:00am-5:00pm		\$250.00
4.	Set-Up- By Center Staff		\$450.00
5.	Refundable Cleaning/Damage Deposit- Due to Hold Date		\$100.00

## Security Guards and Insurance

**Security:** Security Guards may be required for event rental. The number of guard(s) are dependent on the numbers of guests and length of your event.

**Insurance:** Event Liability Insurance of \$1 million is required. (Cost varies from \$50.00 - \$200.00). \*Clients responsibility to obtain and show event center proof of insurance. \*

## Small Meetings & Events

Includes: Janitorial, Set-Up/Tear down & Staff Support

	Staff Set Up	Half Day (1-5 Hours)	Full Day (6+ Hours)
1. Breakout Room (25 guests max)	NA	\$125.00	\$200.00
2. Refundable Cleaning/Damage Deposit- Due to Hold Date		\$50.00	

## Additional Amenities

1. Coffee & Ice Water (30 guests)	\$25.00
2. Table Toppers	\$6.00 each
3. Napkins	\$0.50 each
4. Table Linens	\$6.00 each

**Please Note:** Fees in "Additional Amenities" are subject to change per vendor notice.

Contact the **Parks and Recreation Department** at 415 S. Hwy 395, Hermiston, OR 97838 or at 541-667-5018 to reserve the Senior Center for your event during the following hours:  
 Monday-Friday 3pm to 10pm  
 Saturday & Sunday

Contact the **Senior Center Board** at 255 NE 2<sup>nd</sup> St., Hermiston, OR 97838 or at 541-567-3582 to reserve the Senior Center for your event during the following hours:  
 Monday-Friday 8am to 3pm

# Hermiston Energy Services (HES)

## Customer Service Policies, Rates, and Associated Fee Manual

Last adopted/amended:

[November 9, 2020 by Resolution No. 2167](#)

**All electric services, as specified in this resolution, are contracted to:**

**Umatilla Electric Cooperative (UEC)**

750 W. Elm Ave, Hermiston, OR 97838

541-567-6414

<https://www.umatillaelectric.com/>

# Library

Library Card		
1. <b>Hermiston Resident:</b> Live in 97838 zip code		Free
2. <b>Temporary:</b> If you live in the 97838 area and can provide acceptable identification		\$8.75 for three months
3. <b>Non-Resident:</b> If you do not live in the 97838 area, or do not have acceptable identification		\$35.00 per year
4. <b>Replacement Card:</b> lost or stolen		\$2.00
Inter-Library Loans (ILL) & Sage Library System (SLS): Patrons may place Inter-library Loan requests for items not found in the Hermiston Public Library. Patrons will be notified of the item(s) arrival and will have seven days to retrieve the item(s).		
1. <b>Requesting items from SLS-</b> Retrieved item(s)		Free
2. <b>Searching Fee for Requesting items from ILL-</b> Payable at time of request & is non-refundable, regardless of loan success.		\$3.00 Other fees may apply from lending library
3. <b>Requesting items from ILL and/or SLS-</b> Failed to retrieve item(s)		\$5.00, after first notice
Research Services		
1. All research requests- For example: "Who was X building named after?"		As established in "Administration & General Fees" under "Processing Fees"
2. Obituaries from Hermiston Herald a. Self Service b. Staff Completion	a. Free b. As established in "Administration & General Fees" under "Processing Fees"	
Fines & Collections		
1. <b>Overdue Late fees:</b> for Books, Audiobooks, Magazine, Videos/DVDs, High Demand Items:		\$0.20 per item per day \$5.00 Maximum fine per item
2. <b>Overdue Late fees:</b> for special or temporary collections		Cost Varies
3. <b>Collections:</b> Library accounts of \$50.00 or more in arrears, and are more than 60 days past due, will be turned over to collections.		As established in "Administration & General Fees" under "Fines & Penalties"
Damaged Materials		
1. <b>Repair fee:</b> Items requiring less than one-hour of repair		Charged at \$5.00 per 15-minute increments \$5.00 minimum charge
2. <b>Replacement fee:</b> Items requiring more than one-hour of repair		Actual Cost
3. <b>Labels, Bar Codes &amp; Book Pockets:</b> Missing or damaged		\$1.00
4. <b>Video/Audio Covers</b>		\$5.00
5. <b>CD/Media Parts</b>		Actual Cost of missing or damaged part(s). When parts cannot be purchased individually, a replacement cost for the entire set will be charged.
Room Rental for Small Meetings & Events		
Includes: Tables, Chairs, & Staff Support		
<b>Program Room</b> (73 guests max) Refundable Cleaning/Damage Deposit- Due to Hold Date		\$100.00
Miscellaneous Services		
1. Printing & Copying – Self Service	\$0.10 per page for black and white	\$0.50 per page for color

**LIBRARY**

2. USB Stick, Headphones, etc	Actual Cost
3. Other Misc. Items and Services	As Established

**Hermiston Public Library**  
235 E Gladys Ave, Hermiston, OR 97838  
541-567-2882



# Parks and Recreation

<b>Recreation Department</b>		
<b>Recreation Programs &amp; Classes</b>		
Volleyball, Football, Art, Archery, etc	As established per program	
<b>Parks Department</b>		
<b>Park Rental</b>		
EXCLUSIVE USE of entire park or portions of park.	Fees are established for a variety of services on a cost recovery basis which may include tables, garbage cans, staffing, lighting, and other costs to the City. This fee may be waived by the City Manager or designee if the reservation is in conjunction with a community-wide event	
<b>Shelter Rental</b>		
❖ Reservations from April 1 <sup>st</sup> – <del>October</del> <u>September</u> 31 <sup>st</sup> .		
❖ Reservations are closed from <del>November</del> <u>October</u> 1 <sup>st</sup> - March 31 <sup>st</sup> but can be used for free at a first-come first-serve basis. Tables from the Parks Department are not available to use/rent during these months.		
2. <del>6-Hour-Weekday (M-TH)</del> <u>4 Hour Rentals at ALL PARKS</u> from:	<b>Resident</b>	<b>Non-Resident</b>
a. <del>108:00am</del> -2:00pm or	\$50.00	\$75.00
b. 3:00pm- <del>79:00pm</del>		
Includes the use of <del>48</del> tables ( <del>4 tables for Rotary Shack</del> )		
3. <u>Weekend (FRI-SUN) Rentals:</u>	<b>Resident</b>	<b>Non-Resident</b>
a. <u>4 Hour Rental @ McKenzie, Hodge, Victory</u>	<u>\$65.00</u>	<u>\$90.00</u>
1. <u>10:00am-2:00pm or</u>		
2. <u>3:00pm-7:00pm</u>		
b. <u>3 Hour rental @ Butte Park Kiwanis Shelter &amp; Rotary Shelter</u>		
1. <u>9:00am-12:00pm,</u>		
2. <u>1:00pm-4:00pm or</u>		
3. <u>5:00pm-8:00pm</u>		
<u>Includes the use of 4 tables</u>		
<b>Please Note:</b> Other fees may apply at a cost recovery basis, include, but not limited to paying a Security Deposit. You will be held financially responsible for any damages, repairs or cleaning of the reserved areas resulting from your use.		
<b>Miscellaneous Rentals</b>		
1. <del>Propane (McKenzie Cook Shack only)</del>	<del>\$20.00</del>	
2. Event Tent 78' x 40'	<del>\$100.00 for 4 hours</del> <u>\$250.00 per day</u>	
3. <del>Additional Tables</del>	<del>\$20.00 per table</del>	
4. <del>Extra Garbage Can</del>	<del>\$10.00</del>	
5. Other Rentals & Amenities	As Established	
<b>Parks and Recreation Department is located in the Community Center</b>		
415 S. Hwy 395, Hermiston, OR 97838 541-667-5018		

# Planning & Zoning

Accessory Dwelling	
1. Permit- shall be charged upon application for a building permit for an accessory dwelling.	\$200.00
Compliance Reviews	
1. Civic Drawings	<del>\$100.00</del>
a. <u>1-2 Reviews</u>	a. <u>\$500.00</u>
a-b. <u>3+ Reviews</u>	a-b. <u>\$1,000.00 per review</u>
2. Zoning Standards Permit Compliance Review	\$25.00
3. Development Agreement Legal Costs (to prep & review agreements)	\$200.00
4. Site Plan Review- New/Initial/ <u>Expansion</u>	<del>\$370.00</del> <u>\$50.00</u>
5. <u>Site Plan Review- Expansion</u>	<del>\$370.00</del>
6. <u>Site Plan/Plat Review- Final</u>	<u>\$275.00</u>
Land Use Actions	
<u>1. Addressing Assignment, adding or changing</u>	<u>\$25.00</u>
<del>1.2.</del> Annexation	<del>\$700.00</del> <u>\$900.00</u>
<del>2.3.</del> Appeal of Planning Commission Decisions	<del>\$375.00</del> <u>\$700.00</u>
<del>3.4.</del> Appeal of Planning Department Decision	\$250.00
<del>4.5.</del> Comprehensive Plan/Plan Map Amendment	<del>\$725.00</del> <u>\$1,500.00</u>
<del>5.6.</del> Conditional Use/ <u>Historic Landmark Designation</u>	<del>\$475.00</del> <u>\$800.00</u>
<del>6.7.</del> <u>Historical Landmark Designation</u>	<del>\$475.00</del>
<del>7.8.</del> <u>Land Partition, Major</u>	<del>\$430.00</del>
<del>8.9.</del> Land Patrician, Minor	<del>\$230.00</del> <u>\$775.00</u>
<del>9.10.</del> _____ Planned Unit Development	<del>\$900.00</del> <u>\$1,500.00</u> + \$10.00 per lot
<del>10.11.</del> _____ Property Line Adjustment	<del>\$100.00</del> <u>\$300.00</u>
<del>11.12.</del> _____ Public Right-of-Way Vacation	<del>\$555.00</del> <u>\$900.00</u>
<del>12.13.</del> _____ Subdivision/ <u>Land Partition, Major</u>	<del>\$900.00</del> <u>\$1,250.00</u> + \$10.00 per lot
<del>13.14.</del> _____ Subdivision- Replat	\$500.00 + \$10.00 per lot
<del>14.15.</del> _____ Variance- <u>Major</u>	<del>\$420.00</del> <u>\$800.00</u>
<del>15.16.</del> _____ Variance- Minor	<del>\$225.00</del> <u>\$475.00</u>
<del>16.17.</del> _____ Zone <u>Change Text Amendment</u>	<del>\$725.00</del> <u>\$1,500.00</u>
<u>18. Zoning Permit</u>	<u>\$75.00</u>
Miscellaneous Services	
1. <u>Zoning Letter and Research Fee</u> <u>Administrative Action- Includes requests such as: DMV certification, zoning confirmation, land use compatibility statement, or similar documentation</u>	<del>\$5.00</del> <u>\$35.00</u> Research Fee's are as established in "Administration & General Fees" under "Processing Fees"

541-667-5010



# Police Department

Law Enforcement -Effective 04/01/2024	
<u>Law Enforcement Staffing Fee- Added to each utility bill (water, sewer, garbage).</u>	<u>\$5.00 per month</u>
Violations (cannot exceed amount established by state law)	
1. False certification	Not more than \$1,000.00
2. Class A, B, C, & D Individual Violations	Maximums permitted by State Law
3. Class, A, B, C & D Corporation Violations	Double the maximum of Individual Violations
4. Towing and Impoundment	As established by Towing Company
Miscellaneous Services	
1. Fingerprinting (Livescan Prints only – No ink prints provided)	\$20.00
2. Bicycle Registration (Residents living within city limits only)	Free
Prints & Public Records	
<b>Please Note:</b> Requestors must pre-pay the estimated cost of request. If the actual charges are less than the pre-payment, then the over- payment shall be refunded.	
Documents & Photocopies (Does not include other fees)	
1. Black & White (up to 11x17)	Single: \$0.25 per page Double-Sided: \$0.50 per page
2. Color (up to 11x17)	Single: \$1.00 per page Double-Sided: \$2.00 per page
3. Black & White and Color (larger than 11x17)	Actual Cost
Media (Does not include other fees)	
1. DVD, CD or USB	Actual Cost
2. Audio & Video Recording, in addition to other "Records Request Processing Fees".	\$35.00 per hour- Minimum Charge Fee waived for the first hour of processing
Police Investigation Reports	
1. Digital Copy- Includes: The initial report and supplemental reports completed at the time of request, along with color full-page photographs.	\$20.00
2. Printed Copy- Includes: The initial report, supplemental reports completed at the time of request, along with color photographs in gallery/thumbnail view.	\$20.00, plus \$1.00 per full-page color photos
Discovery	
1. Criminal Offense: Court Appointed Attorney	Free
2. Criminal Offense: Retained Attorney	\$20.00
3. Violation Offense: Digital Standard Packet	\$20.00
4. Violation Offense: Printed Standard Packet	\$20.00 with potential additional "Media" fees
Miscellaneous	
1. Police CAD (Computer Aided Dispatch) Incident report	\$20.00
2. Citation copy	\$5.00

POLICE DEPARTMENT

3. Mugshot copy	\$5.00
4. Address/Name Record Check	\$20.00
5. Mailing Services	Actual Cost

**Records Request Processing Fees** (Does not include other fees)

1. Lengthy Requests (request over 15 mins to complete) <ul style="list-style-type: none"><li>• Fee's charged at 15 min increments.</li><li>• Requests less than 15 mins to process may be waived, excluding serial requests.</li></ul>	\$35.00 per hour
2. Attorney Fees	Actual Cost

**Hermiston Police Department, Bob Shannon Safety Center**

330 S. 1<sup>st</sup> Street, Hermiston, OR 97838  
541-567-5519 (Business)  
541-966-3651 (Dispatch)  
541-667-5148 (Anonymous Tip Line)

# Public Transit-Taxicab & Bus Services

## Taxicab Services

### Cab Fares

1. Senior and Disabled Taxi Tickets	\$ <del>2.50</del> 3.00 per ticket
2. General Public Taxicab Fares	As established by taxicab company

### WORC Program

1. <del>Hermiston City Senior/Disabled (live and work inside of City limits)</del>	<del>\$20.00 (10 one-way trips)</del>
2. Hermiston City (live and work in City limits)	\$ <del>25</del> 30.00 (10 one-way trips)
3. Hermiston Zip (live or work outside of City limits)	\$32.50 (10 one-way trips)
4. Hermiston Plus (live and work outside of City limits but in Hermiston zip code)	\$57.50 (10 one-way trips)
5. West-End (live and work in Stanfield or Umatilla)	\$90.00 (10 one-way trips)

**Please Note: Senior & Disabled and WORC Program Participants must sign up and purchase tickets at Hermiston City Hall prior to receiving a ride.**

### Taxicab Company

#### Operating Certificate (Charged at the time of application)

1. Application and Renewal Fee	\$50.00
2. Late Renewal Fee	\$100.00

#### Taxicab Drivers (Charged at the time of application)

1. Application/Renewal Fee	\$25.00
2. Late Renewal Fee	\$50.00

### Bus Services

1. <b>HART</b> (Hermiston Area Regional Transit) A fixed route within the city limits of Hermiston with several connections to the Hopper Bus	Free
2. <b>Hopper</b> A fixed route with connections to: Pendleton, Umatilla, Irrigon, Stanfield, and Echo.	Free

**Taxicab Services are contracted to: Umatilla Cab Co.**  
2430 N. 1<sup>st</sup> Street, Hermiston, OR 97838  
541-567-6055

**Bus Services are contracted to:**  
**The Confederated Tribes of the Umatilla Indian Reservation, Kayak Public Transit**  
46411 Timíne Way, Pendleton, OR 97801  
541-276-3165  
<https://ctuir.org/>

# Sewer Department

## Account Set-Up (non-refundable)

See "Water Department"

Sewer Usage Calculations	Monthly Base Rate	Calculated Monthly Usage Rate (per 1,000 Gallons)
Rates Adjusted: March 1, <del>2023</del> 2024		
1. Residential	\$ <del>39.65</del> 40.67	\$3.4 <del>90</del>
2. Commercial	\$ <del>39.65</del> 40.67	\$3.4 <del>90</del>

### Please Note the Following:

- ❖ **Sewer Annual Adjustment:**  
The Monthly Base Rate, and the Calculated Monthly Usage Rate, shall be adjusted each March 1, by an amount equal to the annual percentage change in the Engineering News-Record Construction Cost (20-City Average) Index averaged for the three preceding calendar years.
- ❖ **Monthly Usage Calculation:**  
Calculated Monthly Usage shall be established each March based on the customer's average monthly winter water usage for the most recent December, January, and February time frame as established above in "Sewer Annual Adjustment".
- ❖ **New Customers:**  
New customers who begin service between:
  - February 1 and November 30- shall be billed at an assumed Monthly Usage of 5,000 gallons per month.
  - December 1 and January 30- shall be billed at an assumed Monthly Usage of 5,000 gallons per month until a new Calculated Monthly Usage is established using the average of all full months of service received in December through February.
- ❖ **Reduced Utility Rate:**  
For relief of those residents who are experiencing a financial hardship and meet income qualifications, a Reduced Utility Rate Application may be obtained at City Hall for a reduced monthly charge calculated at 50 percent (of the base rate of their water and sewer bill), as well as a monthly discount of garbage service (see "Garbage & Recycling Services").

### Fines & Penalties

1. Late/Delinquent Payments	See "Water Department"
2. Disconnection/Reconnection (combined fee)	See "Water Department"

**Please Note:** Service shall be restored only upon full payment of account, including: any other costs incurred by the City and any fines imposed.

### Commercial Independent Discharge Users

- ❖ Commercial independent discharge users must operate and maintain independent wastewater disposal facilities which are currently licensed by the State of Oregon for the disposal of wastewater. During all times when approved and licensed wastewater facilities are operable, the rate for discharge to the public treatment works will be based on the actual metered flow of discharge.
- ❖ The metered users of the class will provide access to City personnel to read the meter in each billing period. They will also provide an annual calibration and certification of the metering device from an individual certified for such verification.

**Industrial Discharge Users:** Industrial Users are defined as any existing, or prospective, user of the sewer system who exceeds the Recycled Water Treatment Plant's design parameters for treating BOD, TSS, or Ammonia, by more than 50%.

- ❖ **Usage Rates:** Industrial Users shall pay the same Monthly Base Rate, and Calculated Monthly Usage Rate as identified for Residential and Commercial Users. However, Industrial Users' usage shall be metered monthly, and billed based on their monthly discharge year-round.
- ❖ **Surcharge Rates:** In addition to consumption rates, Industrial Users shall be charged the following surcharge rates.
  1. BOD: \$1.46/lb.
  2. TSS: \$1.56/lb.

3. Ammonia: \$1.59/lb.

- ❖ **Sampling:** The Utility shall install a discharge meter for Industrial Users capable of taking samples throughout the month. Samples shall be taken up to 10 times per month and tested for the discharges which exceed the RWTP design parameters. Sampled discharge amounts shall be averaged monthly. The sampled average shall be combined with the metered volumetric discharge to determine the customer's surcharge bill monthly.

**Vactor Use (Municipality use only, with prior authorization from City Manager or designee)**

Vactor use	\$350.00/hour with the addition of 2 operators at 1.5 hourly wage and full benefits package rate.
------------	---

**Waste Disposal at Plant**

1. Septic Tank & Portable Toilet Waste Disposal	\$0.25/gallon – Minimum of 100 gallons
2. Recreational Vehicles (RV)	Free



**Sewer (Recycled Water) Department**  
 2205 N. First Place, Hermiston, OR 97838  
 541-567-5272





# Street Department

## Sidewalk & Driveway Permits

All sidewalk & driveway improvement permits	\$50.00
---	---------

## Street Excavation Permits

All right-of-Way Cut Permits:	
1. Less than 50 lineal feet, and less than 48" in width	1. \$50.00
2. More than 50 lineal feet, and less than 48" in width	2. \$50.00 plus \$1.00 per lineal foot
3. More than 50 lineal feet, and more than 48" in width	3. \$50.00 plus \$1.00 per lineal foot and replace at least 8' of paving width with an approved paving machine.

**Please Note:** Fees shall be doubled if the start of construction occurs prior to application and approval of the permit. The above amounts do not include repairs needed for Right-of-Way cuts.

## Swale Alteration Permits

Any conversion of a stormwater swale from a grassy swale to a rock swale requires a permit.

1. 4' wide existing grassy swale	<del>\$15.64</del> <u>21.50</u> per linear foot of swale
2. 6' wide existing grassy swale	<del>\$18.12</del> <u>23.98</u> per linear foot of swale
3. Deposit- Will be credited to final permit fee	\$250.00

**Please Note:** Swale alteration will be completed by City Crews on a first-come-first-served basis. Customers wishing to have the work done must pay a deposit to be placed on the list. Prior to beginning work, City crews will verify the dimensions of the swale to be converted and calculate the total permit fee owed; the customer must make that payment prior to work commencing.

## Street Dept. fees are processed by the Building Department

180 NE 2<sup>nd</sup> Street, Suite 211, Hermiston, OR 97838  
541-667-5025

# System Development Charges & Connection Permits

## A. System Development Charges (SDC's)

Fees are due and payable upon issuance of permit for connection

Alternative Calculations, Credit's, and Exemptions for SDC's may apply or be requested as set forth in Resolution No. 2191.

Please Note: ORS 223.304(8) allows for periodic adjustments in SDC rates. Therefore, the City shall adjust rates on or about January 1st of each year to account for expected changes in the Acquisition and Development Cost Adjustment as set forth in Resolution No. 2191.

**Table A-1: Water, Sewer, Parks, & Transportation SDC's**  
Please Note: Park SDC Fees are not applicable to Commercial Connections

Click the link below to view the last adopted/amended SDC Table.

[June 28, 2021 by Resolution No. 2191](#)

## Connection Permits Fees

There is a \$25.00 account set-up fee added to each meter installation. This charge is payable at the time of permit purchase. Additional charges may be due subject to water line installation assessment.

**Table B-1: Single Residential & Commercial Connection Permit Fees**

Meter Size	Water	Single Residential Sewer	Commercial Sewer
3/4"	\$900.00	\$275.00	\$300.00
1"	\$1,000.00	\$275.00	\$300.00
1 1/2"	\$2,100.00	\$275.00	\$300.00
2"	\$3,100.00	\$275.00	\$300.00
3"	\$4,700.00	\$275.00	\$300.00
4"	\$5,800.00	\$275.00	\$300.00

**Table B-2: Multi-Unit Sewer Connection Permit Fees**

- ❖ Water Connection fee depends on meter size as indicated in "Table B-1" above.
- ❖ Connection permits for assisted living facilities are based on number of living units.

No. of Units	Connection Fee	No. of Units	Connection Fee	No. of Units	Connection Fee
1	\$275.00	18	\$695.00	35	\$900.00
2	\$325.00	19	\$710.00	36	\$910.00
3	\$375.00	20	\$725.00	37	\$920.00
4	\$425.00	21	\$740.00	38	\$930.00
5	\$455.00	22	\$755.00	39	\$940.00
6	\$485.00	23	\$770.00	40	\$950.00

**SYSTEM DEVELOPMENT CHARGES & CONNECTION PERMITS**

7	\$515.00	24	\$785.00	41	\$960.00
8	\$545.00	25	\$800.00	42	\$970.00
9	\$560.00	26	\$810.00	43	\$980.00
10	\$575.00	27	\$820.00	44	\$990.00
11	\$590.00	28	\$830.00	45	\$1,000.00
12	\$605.00	29	\$840.00	46	\$1,010.00
13	\$620.00	30	\$850.00	47	\$1,020.00
14	\$635.00	31	\$860.00	48	\$1,030.00
15	\$650.00	32	\$870.00	49	\$1,040.00
16	\$665.00	33	\$880.00	50	\$1,050.00
17	\$680.00	34	\$890.00	51+	**See Below

\*\*Sewer Connection Permit Fee for more than 50 units is \$1,050.00 plus \$5.00 for each additional unit.

**Building Department**  
 180 NE 2<sup>nd</sup> Street, Suite 211, Hermiston, OR 97838  
 541-667-5025

# Transient Room Tax

**Imposed Tax:** Rent charged for the sale, service or furnishing of transient lodging defined in Ordinance No. 2236 passed 12/14/2015.

**Imposed Tax Exemptions:** Taxes shall not be charged to those listed under "Exemptions" in Ord 2236.

1. 1 to 6 consecutive days of occupancy by the same person	<del>89%</del> <u>Effective 04/01/2024</u>
2. 7 to 30 consecutive days of occupancy by the same person	2.5%
3. More than 30 consecutive days of occupancy by the same person, or rent paid for the entire month	None

**Please Note:** Taxes shall exclude the sale of any goods, services and commodities, other than the furnishing of rooms, accommodations, and parking space in recreational vehicle parks.

### Tourism Promotion Assessment Charge

#### Hotels

1. 1 to 30 consecutive days of occupancy by the same person- through 12/31/2030	\$2.00 per night rented
2. More than 30 consecutive days of occupancy by the same person, or rent paid for the entire month- through 12/31/2030	None
3. 1 to 30 consecutive days of occupancy by the same person- effective 01/01/2031	\$1.00 per night rented
4. More than 30 consecutive days of occupancy by the same person, or rent paid for the entire month- effective 01/01/2031	None

#### Recreational Vehicle Park

A. 1 to 30 consecutive days of occupancy by the same person	\$1.00 per space night rented
B. More than 30 consecutive days of occupancy by the same person, or rent paid for the entire month	None

**Collection of Transient Tax Funds-** Shall be paid by the transient to the transient tax collector at the time that rent is paid.

Collected Each Quarter	Collection Process
Less than \$100.00	None.
\$100.00 or more	The taxes and charges shall be filed with the Finance Director or designee.

#### Delinquencies and Interest from Transient Tax Collector

A. <b>Original Delinquency-</b> Imposed on any transient tax collector who has not been granted an extension of time for remittance but pays prior to delinquency established	10% of tax & charges due, in addition to the amount of the tax and charges
B. <b>Continued Delinquency-</b> Imposed on any transient tax collector who has not been granted an extension of time for remittance and is more than 30-days past due	25% of tax & charges due, in addition to the amount of the tax and charges
C. <b>Fraud-</b> Nonpayment of any remittance due to fraud or intent to evade	25% of tax & charges due, in addition to subsections (A) or (B) of this section
D. <b>Interest-</b> In addition to the penalties imposed, any transient tax collector who fails to remit any tax or charge imposed when due	0.5% per month without prorations, exclusive of penalties, until paid

**Petition for waiver:** Any transient tax collector may petition the City Council for waiver and refund of the penalty or any portion thereof as established in Ord 2236.

# Water Department

## Account Set-Up (non-refundable)

Water and/or Sewer, with or without Garbage Services	\$25.00
--	---------

Water Usage Calculations (per 1,000 gallons)	Base Rate	0-15,000 Gallons	>15,000 Gallons
Rates Adjusted: March 1, <del>2023</del> 2024			
1. Residential	\$ <del>33.99</del> 34.87	\$0.58 <del>7</del>	\$ <del>3.95</del> 4.05
2. Commercial	\$ <del>33.99</del> 34.87	\$0.58 <del>7</del>	\$ <del>3.95</del> 4.05

### Please Note the Following:

- ❖ **Water Usage Annual Adjustment:**  
The Monthly Base Rate, and the Water Usage Rate, shall be adjusted each March 1, by an amount equal to the annual percentage change in the Engineering News-Record Construction Cost (20-City Average) Index averaged for the three preceding calendar years.
- ❖ **Reduced Utility Rate:**  
For relief of those residents who are experiencing a financial hardship and meet income qualification, a Reduced Utility Rate Application may be obtained at City Hall for a reduced monthly charge calculated at 50 percent (of the base rate of their water and sewer bill), as well as a monthly discount of garbage service (see Garbage & Recycling Services).

### Fines & Penalties

1. <b>Late/Delinquent Payments:</b> All unpaid bills & charges for water, sewer & garbage services, not paid within 10 days of issuance of statement.	Additional 5% imposed on the gross combined billing
2. <b>Disconnection/Reconnection (combined fee):</b> Due to non-payment and/or failure to comply with water shortage emergency regulations	\$20.00
3. <b>Tampering Act:</b> For any unauthorized alteration or attempted alteration to: <ul style="list-style-type: none"> <li>• Reconnect services, once disconnected</li> <li>• Component(s) or locking mechanism</li> <li>• Other unauthorized access</li> </ul>	\$25.00 per occurrence, plus any additional charges for repairs or replacements due to damage(s)

**Please Note:** Service shall be restored only upon full payment of account, including: any other costs incurred by the City and any fines imposed.

### Water Meter Inspection

Consumer requested inspection & testing of meter	\$15.00
--	---------

### Miscellaneous Services

Fire Hydrant Meter	\$1,400.00 Deposit	Double Water Rate. Charged Monthly.
--------------------	--------------------	-------------------------------------

**View Water Usage – Eye On Water:** As part of our ongoing efforts to improve services to our customers, we offer direct access to view your water usage data. The **EyeOnWater** website and FREE App (available for Android and IOS users) have a variety of available tools to review and analyze your water use. With these tools you are able to view your hourly usage, easy to understand graphs and the ability to establish alerts – including identifying potential water leaks.



To get started go to <https://eyeonwater.com> or scan the QR Code on the right-hand side of this page. You will need your account number (excluding the decimal points), zip code and a valid email address.

**Water Department Services are located at City Hall**  
180 NE 2<sup>nd</sup> Street, Hermiston, OR 97838  
541-567-5521

