



CITY COUNCIL

AGENDA

MONDAY, FEBRUARY 13, 2023

Where Life is Sweet

CITY HALL COUNCIL CHAMBERS- 180 NE 2ND ST

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

Zoom with Meeting ID: 871 1311 2178 Passcode: 269333 Telephone number to join is: 1 253 215 8782; or submitting comments to meetings@hermiston.or.us

1. **CALL REGULAR MEETING TO ORDER – 7:00 PM**
2. **DECLARATION OF QUORUM**
3. **FLAG SALUTE**
4. **PROCLAMATIONS, PRESENTATIONS AND RECOGNITIONS**
 - A. Presentation- Hermiston Historical and Cultural Society- Museum Information
5. **CITIZEN INPUT ON NON-AGENDA ITEMS**

Anyone wishing to bring anything before the council that is not on the agenda is asked to please do the following: 1. Please limit comments to not more than FIVE minutes; 2. State your name and address; 3. Direct your comments to the Chair.
6. **CONSENT AGENDA**
 - [A.](#) Committee Vacancy Announcements
 - [B.](#) Minutes of the January 23rd, City Council Regular Meeting
 - [C.](#) Minutes of the February 2 & 3, City Council Goal Setting Meeting
7. **ITEMS REMOVED FROM CONSENT AGENDA**
8. **ORDINANCES AND RESOLUTIONS**
 - [A.](#) Ordinance 2345- Amending Section 1 of Ordinance 2342 to change the legal description of annexed land.
 - [B.](#) Resolution 2255- Amending AWS LTREZ Agreement and Superseding Resolution 2239.

C. Resolution 2256- Amending AWS LTREZ Agreement and Superseding Resolution 2240.

D. Resolution 2257 – IGA with Oregon Trail Library District (OTLD) for IT Services

9. OTHER

A. 2nd Quarter FY2023 Investment Report

B. Eastern Oregon Trade and Event Center (EOTEC) Branding Research

10. COMMITTEE REPORTS

A. City Committee and Liaison:

Airport Advisory, Budget, Hispanic Advisory, Library Board, Parks and Recreation, Planning Commission, Recreation Projects Fund, Faith-Based Advisory, Community Enhancement, Community Accountability, Public Safety, Public Infrastructure, Transit Planning, EOTEC

B. Mayor's Report

C. Council Report

D. Youth Advisory Report

E. Manager's Report

11. RECESS FOR EXECUTIVE SESSION (AT OR ABOUT 7:30PM)

A. The Executive Session is held pursuant to ORS 192.660 (2) (e) which allows the Council to meet in Executive Session to conduct deliberations with persons designated by the Council to negotiate real property transactions.

12. RECONVENE AND ADJOURN

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

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



PUBLIC ANNOUNCEMENT

The City is accepting applications for the following Committees:

1) Planning Commission

- Positions 4, 5, & 6: 3-year term ending March 31, 2026 (Advertised as of 01/10/2023)

2) Faith-Based Advisory Committee

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

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

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

4) Hispanic Advisory Committee

- Position 5: 3-year term ending June 30, 2025 (Advertised as of 04/19/2022)

5) Library Board

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

Deadline to apply for Committee(s) in Section 1: February 14, 2023

Deadline to apply for all other Committees: Open Until Filled

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

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



CITY COUNCIL

Regular Meeting Minutes January 23, 2023

Council President Primmer called the regular meeting to order at 7:02pm. Present were Councilors Hardin, Peterson, Myers, Barron, Duron, Linton, and McCarthy. Mayor Drotzmann was excused. Judge Bendixsen was in attendance, as well as staff to include: City Manager Byron D. Smith, Assistant City Manager Mark Morgan, City Attorney Rich Tovey, Chief Edmiston, Planning Director Clint Spencer, Finance Director Mark Krawczyk, Court Administrator Jillian Viles, Parks and Recreation Director Brandon Artz, and City Recorder Lilly Alarcon-Strong. The pledge of allegiance was given.

Council President Primmer introduced and welcomed new Municipal Court Judge Cameron Bendixsen.

Municipal Court Judge Bendixsen stated he is a Hermiston native and has practiced law in Hermiston for many years. Judge Bendixsen stated his hope is to make sure people feel heard and help them understand the court process so they feel comfortable in what can be a stressful situation. Judge Bendixsen thanked the great court staff for their work, the community for allowing him the privilege to serve in this capacity and stated he hopes to be in this role for many years.

Presentation- Barnett & Moro Audit Report

Rick Stoddard from Barnett & Moro presented brief information regarding the audit conducted for the City.

Citizen Input on Non-Agenda Items

None given.

Consent Agenda Items

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

- A. Committee Vacancy Announcements
- B. Committee Re-Appointment Confirmation of Anton Wanous for: Budget Committee Position #1- term ending 12/31/2025
- C. Committee Re-Appointment Confirmation of Joshua Roberts for: Budget Committee Position #3- term ending 12/31/2025
- D. Committee Appointment Confirmation of Jesse Roa for: Hispanic Advisory Committee Position #3- term ending 06/30/2024
- E. Minutes of the January 9, 2023 Regular City Council Meeting

Motion carried unanimously.

Public Hearing- Comprehensive Plan Map Amendment - Simon and Simon 4N 28 13C Tax Lots 900 & 906 - 1457,1555,1575 & 1595 E Airport Rd (Ordinance No. 2343)-

After hearing no declarations of conflict of interest from the Council, City Planner Clint Spencer read the hearing guidelines and Council President Primmer opened the hearing at 7:15pm.

City Planner Spencer gave information regarding the proposal to relocate zone boundaries to follow lot lines, creating a more logical development path for each parcel as presented in the agenda packet.

Proponents

Carla McLane Consulting, LLC stated the requested action is more of a housekeeping measure to help create additional clarity for current and future landowners.



CITY COUNCIL

Regular Meeting Minutes January 23, 2023

There were no Opponents or Neutral parties who wished to testify, and the Hearing was closed at 7:22pm.

City Planner Spencer presented the Findings of Fact as outlined in the agenda packet.

Councilor McCarthy moved and Councilor Linton seconded to make the project file a part of the record. Motion carried unanimously. Councilor Duron moved and Councilor Hardin seconded to approve the Findings of Fact as presented by City Planner Spencer. Motion carried unanimously.

Ordinance No. 2343- Comprehensive Plan Map Amendment - Simon and Simon 4N 28 13C Tax Lots 900 & 906 - 1457,1555,1575 & 1595 E Airport Rd- City Manager Smith stated the information was presented during the public hearing.

Council President Primmer requested that the first reading be by title only. Hearing no opposition, City Attorney Richard Tovey read the ordinance by title only. Council President Primmer requested that the ordinance be put on for final adoption at this meeting and that the second reading be by title only. After City Attorney Richard Tovey read the ordinance by title only, Councilor Linton moved and Councilor Duron seconded that Ordinance No. 2343 be adopted and become effective 30-days after adoption by the City Council. Motion carried unanimously.

Ordinance No. 2344- Amending Driveway Width Standards to Match Public Works Standards

City Planner Clint Spencer stated the proposed amendment would eliminate the driveway width standards from the city code entirely to match the adopted public works standards.

Council President Primmer requested that the first reading be by title only. Hearing no opposition, City Attorney Richard Tovey read the ordinance by title only. Council President Primmer requested that the ordinance be put on for final adoption at this meeting and that the second reading be by title only. After City Attorney Richard Tovey read the ordinance by title only, Councilor Duron moved and Councilor Myers seconded that Ordinance No. 2344 be adopted and become effective 30-days after adoption by the City Council. Motion carried unanimously.

Resolution No. 2253- Employee Handbook Adoption

City Manager Smith gave information regarding the proposed Employee Handbook changes as outlined in the staff report.

After some discussion, Councilor McCarthy moved, and Councilor Linton seconded to adopt Resolution No. 2253 and lay upon the record. Motion carried unanimously.

Resolution No. 2254- Adopting the Revised City Design Standards and Specifications Manual

Assistant City Manager Morgan stated this resolution would approve updates to the City Design Standards and Specifications Manual to reflect a handful of small changes which were recommended by City staff or members of the development community over the last year.



CITY COUNCIL

Regular Meeting Minutes January 23, 2023

After some discussion, Councilor Duron moved and Councilor Hardin seconded to adopt Resolution No. 2254 and lay upon the record. Motion carried unanimously.

December Financial Report

Councilor Duron moved and Councilor McCarthy seconded to accept the December Financial Report as presented by Finance Director Mark Krawczyk. Motion carried unanimously.

Legislative Request Priority

City Manager Smith presented the Council with recommended possible legislative funding priorities (attached).

Public Comment

Karen Primmer, Hermiston- asked where the indoor arena at EOTEC would be erected and the timeline for this to happen.

City Manager Smith gave details on area placement and stated there is currently no timeline for this project.

The Council agreed that these projects were great priorities; Councilor Linton suggested that the Hispanic Resource Center be renamed to Multicultural Resource Center to be inclusive of other cultures currently living in or moving into the community.

Committee Reports

Parks and Recreation Advisory Committee- Councilor Myers gave updates regarding: the Aquatic Center, HEROS, Riverfront and Harrison Parks, Community Center Donor Wall, and gave special recognition to the Parks and Recreation Department as their Holiday Season special events have been outstanding.

Parks and Recreation Director Brandon Artz gave information regarding Legacy Park Open House and stated the findings from that open house will be presented to the City Council meeting.

Hispanic Advisory Committee- Councilor Duron and Barron spoke regarding their most recent meeting which included presentations from Capeco and DEQ. Capeco gave information regarding homeownership programs and financial education services; both programs are offered in English and Spanish. DEQ gave information regarding Nitrates in well water throughout the area and its impact, as well as how to educate the public regarding testing.

EOTEC Advisory Committee- Councilor Barron gave updates regarding strategic plan information.

Council President's Report

Council President Primmer spoke regarding:

- Goal Setting Interviews with Sara Singer-Wilson at SSW
- LOC City Day at the Capitol

Council Reports

Councilor McCarthy spoke regarding the LOC Elected Essential Training he attended with Councilor Linton, City Manager Smith, and Mayor Drotzmann.



CITY COUNCIL

Regular Meeting Minutes January 23, 2023

Councilor Barron spoke regarding the MLK event at City Hall.

Youth Advisory Report

Council President Primmer stated Youth Advisors apologize for being unable to attend tonight’s meeting as they are preparing for finals this week.

City Manager’s Report

City Manager Smith spoke regarding:

- Congratulated Hermiston’s Cultural Awareness Coalition as this year’s MLK Event had one of the biggest crowds with about 200 people and great speakers
- LOC Calendar

Recess for Executive Session

At 8:39pm Council President Primmer announced the City Council of the City of Hermiston will now meet in Executive Session in the Executive Session Room for the purpose of discussing matters pertaining to negotiating real property transaction. The Executive Session is held pursuant ORS 192.660 (2) (e) which allows the Council to meet in Executive Session to conduct deliberations with persons designated by the Council to negotiate real property transactions.

Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are excluded. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced. No final decision may be made in executive session. At the end of the executive session, the council will return to open session which the audience may attend. The executive session will last approximately 10 mins.

Reconvene and Adjournment

Council President Primmer reconvened and adjourned the City Council meeting at 8:53pm as there was no other City business.

SIGNED:

Doug Primmer, Council President

ATTEST:

Lilly Alarcon-Strong, CMC, City Recorder

Memo



To: Mayor and Council
From: Byron D. Smith, City Manager
Date: January 23, 2023
Re: Legislative Funding Priorities, etc.

As we begin the 2023 Legislative Session, I wanted to have a brief discussion about possible legislative funding priorities and about some of the major issues coming forward in this session of the legislature.

Funding Discussion

Each Legislative Session, we have typically started with a list of potential projects that we work with our State legislative delegation to seek funding on. They are typically a wide variety of projects so that depending on the type of funding that is available a project can be found for Hermiston. This session is no different. This list has not always been this formal. For this reason, I bring the attached one-page short descriptions to you for discussion and familiarity.

Impactful Issues

- Housing and Homelessness
- Water
- Enterprise Zone Renewal



Where Life is Sweet

Hispanic Resource Center

Hermiston Library Renovation - Phase II



Project Description

The lower floor of the Hermiston Public Library was remodeled in 2021 to accommodate office space during the Hermiston City Hall construction project. This is now available for library use with the idea of dedicating space to a Hispanic Resource Center, including:

- Expanding the Spanish language material collections by participating in Libros for Oregon (group of public libraries that attend book sale in Mexico) and using expansion space to increase the size and variety of collections
- Building a Resource Center to facilitate Spanish-language access to community services including the Oregon Human Development Corporation and Euvalcree, tax filing services, and computer classes
- Creating displays related to the history and culture Spanish speakers that have contributed to Hermiston and Umatilla County
- Developing a gathering space by identifying staff with liaison responsibilities to community groups representing and serving the Spanish-speaking community and hosting Hispanic Advisory Committee and other similar meetings at the library
- **Estimated cost is \$3.5 million**

Background

According to the 2020 Census, 52% of the Hermiston community is Hispanic. The City has been making efforts for many years to ensure the population has equitable access to resources and information, including the creation of the Hispanic Advisory Committee in 2012 which was awarded the National League of Cities' 2013 City Cultural Diversity Award.

Project Contact

Byron Smith
bsmith@hermiston.or.us



Where Life is Sweet

Public Safety Center Renovation

Upgrades to Hermiston Police and Umatilla County Fire District #1



Project Description

The Hermiston Municipal Court moved out of the Bob Shannon Safety Center and into the newly constructed Hermiston City Hall, leaving room for the Hermiston Police Department to make use of the additional space in the building shared with Umatilla County Fire District #1. The full project would include:

- Renovating public safety center to better utilize space and make room for additional requirements of the fire department.
- Bringing detective unit under the same roof as patrol for better communication.
- Improving efficiency of evidence storage and other functions of the facility

Background

The Bob Shannon Safety Center in downtown Hermiston is located on the same block as Hermiston High School.

It is the headquarters of the Hermiston Police Department and Umatilla County Fire District #1, and previously housed the Hermiston Municipal Court.

Project Contact

Byron Smith
bsmith@hermiston.or.us

Health, Wellness & Aquatic Center



Where Life is Sweet

Regional Indoor Health and Fitness Facility



Clackamas Aquatic Center

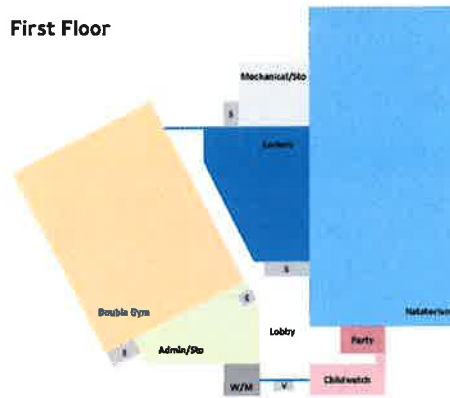
Project Description

The Health, Wellness & Aquatic Center will be a year-round facility that is the most commonly requested amenity in polling among members of the Hermiston community. The current outdoor Hermiston Aquatic Center is only open four months per year due to weather restrictions. The full project would include:

- An indoor pool complex for lap and leisure swimming, physical therapy and water safety education.
- General workout areas including physical fitness equipment.
- Two multi-use athletic courts for basketball, volleyball, and other sports and activities.
- A full-size indoor walking track
- **Estimated Cost: Over \$40 million**

CONCEPTUAL BUILDING PLANS

First Floor



Second Floor



Top Regional Priority

#1 Project in City of Hermiston Parks & Recreation Open Space Plan (PROS)

#1 Community-Selected Item in Hermiston 2040 Plan

#1 Desired Community Amenity in City of Umatilla's Master Park Plan

Contact:
Byron Smith
bsmith@hermiston.or.us



Where Life is Sweet

Carnegie Library Renovation

Hermiston Historical Museum and Cultural Center



Project Description

Prior to the construction of the new Hermiston City Hall, the Carnegie Library building housed the Building and Planning Department for the City of Hermiston. The historic building is no longer needed for administrative or customer service purposes and the City is developing a plan to create a space to be a public asset. This project would include:

- Renovating the historic building into a community museum, arts center, cultural center, or similar space for the public good.
- Providing accessibility to both floors and allow greater use of the building.
- Preserves one of Hermiston's oldest downtown buildings
- **Planning cost estimated at \$250,000**

Background

Hermiston's Carnegie Library was constructed in 1914 as one of 31 such Oregon libraries funded by philanthropist Andrew Carnegie. It served as Hermiston's public library until a larger building was constructed next door in 1989. The building now sits between the Hermiston Public Library and the Harkenrider Senior Center in downtown Hermiston.

Project Contact

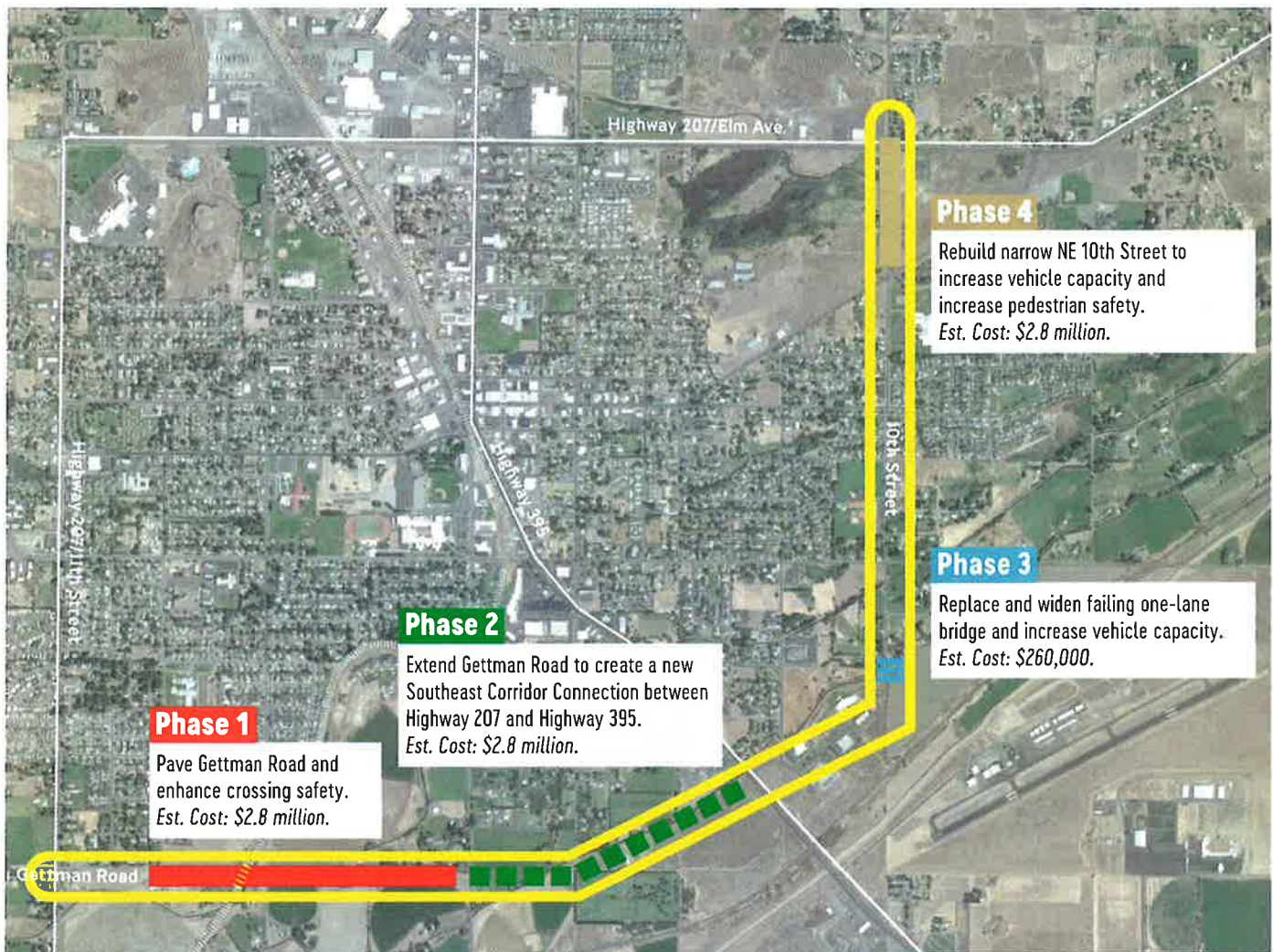
Byron Smith
bsmith@hermiston.or.us



Where Life is Sweet

Hermiston GRATE Project

Gettman Road/Railway Alternative Transportation Enhancement



Phase 1

Pave Gettman Road and enhance crossing safety.
Est. Cost: \$2.8 million.

Phase 2

Extend Gettman Road to create a new Southeast Corridor Connection between Highway 207 and Highway 395.
Est. Cost: \$2.8 million.

Phase 4

Rebuild narrow NE 10th Street to increase vehicle capacity and increase pedestrian safety.
Est. Cost: \$2.8 million.

Phase 3

Replace and widen failing one-lane bridge and increase vehicle capacity.
Est. Cost: \$260,000.

Project Description

Develops a new local connection between US395 & OR207 in two locations by constructing 1.5 Miles of new roadway, replacing & widening a failing 1 lane bridge, expanding ¼ mile of existing roadway, and enhancing an existing Union Pacific Railroad crossing.

Project or Program Readiness

The overall project is broken in to four independent components, all of which are included in Hermiston's adopted Transportation System Plan, and adopted Capital Improvement Plan. All right of way is in place, with preliminary scoping design completed for Phases 1, 3, & 4. Phase 2 still requires right of way acquisition.

Total Project or Program Cost

Phase 1- \$2,800,000: [W. Gettman Road Construction](#) (paving and rail crossing upgrade)
Phase 2- \$2,770,000: [E. Gettman Road Construction](#) (ROW acquire & road construction)
Phase 3- \$210,000: [S.E. 10th Street Bridge Replacement](#)
Phase 4- \$2,780,000: [N.E. 10th Street Reconstruction](#)

Project or Program Sponsor

City of Hermiston

Project or Program Contact

Byron Smith
bsmith@hermiston.or.us

GRATE Supporters

- Hermiston Chamber of Commerce
- Umatilla County
- Hermiston School District
- Confederated Tribes of the Umatilla Indian Reservation
- State Sen. Bill Hansell
- State Rep. Greg Smith
- ODOT Region 5
- City of Hermiston



Where Life is Sweet

EOTEC Riding Pavilion

Indoor Equestrian Arena at Eastern Oregon Trade & Event Center



Project Description

The Eastern Oregon Trade & Event Center hosts a variety of rodeo and equestrian events throughout the year, including competitive riding and roping events, youth organization animal shows, auctions, and the Umatilla County Fair. This project will include:

- Constructing an indoor arena large enough for roping and other equestrian events.
- Constructing classroom and office space to be used for the Umatilla County Fair, 4-H and other youth-related programs
- **Estimated cost of about \$25 million**

Background

The Eastern Oregon Trade & Event Center (EOTEC) opened in 2016 as a multi-use facility with an event center, rodeo arena, livestock barns, and outdoor fairgrounds.

The City of Hermiston owns and operates the year-round facility that hosts public and private events, as well as the annual Umatilla County Fair and Farm-City Pro Rodeo.

Project Contact

Byron Smith
bsmith@hermiston.or.us



CITY COUNCIL

Goal Setting Meeting Minutes February 2 & 3, 2023

Mayor Drotzmann called the Goal Setting Meeting for Thursday, February 2, 2023 to order at 5:30pm. Present were Councilors Duron, Primmer, Hardin, Myers, Linton, McCarthy, and Barron. Councilor Peterson was excused. Staff members in attendance were City Manager Byron Smith, Assistant City Manager Mark Morgan, City Attorney Rich Tovey, Finance Director Mark Krawczyk, Library Director Mark Rose, Parks and Recreation Director Brandon Artz, Chief Edmiston, Planning Director Clint Spencer, Court Administrator Jillian Viles, Hermiston Energy Services General Manager Nate Rivera, Human Resources Specialist Crystal Inners, IT Director Jordan Standley, EOTEC General Manager Al Davis, and City Recorder Lilly Alarcon-Strong.

Sara Singer Wilson from SSW Consulting, LLC outlined the agenda for the evening. Attendees briefly introduced themselves.

Presentations were made by staff members to update the council on the status of projects from the 2022 goals, a look ahead at 2023 projects and potential projects. The presentations included project progress, accomplishments, challenges, and relevant data (presentations attached).

After Council and staff discussion, the meeting adjourned for the evening at 8:33pm.

Mayor Drotzmann called the Goal Setting Meeting for Friday, February 3, 2023 to order at 8:30am. Present were Councilors Duron, Primmer, Hardin, Myers (arrived at 10:00am), Linton, McCarthy, Peterson, and Barron. Staff members in attendance were City Manager Byron Smith, Assistant City Manager Mark Morgan, City Attorney Rich Tovey, Finance Director Mark Krawczyk, Library Director Mark Rose, Parks and Recreation Director Brandon Artz, Chief Edmiston, Planning Director Clint Spencer, Court Administrator Jillian Viles, Hermiston Energy Services General Manager Nate Rivera, Human Resources Specialist Crystal Inners, IT Director Jordan Standley, EOTEC General Manager Al Davis, and City Recorder Lilly Alarcon-Strong.

Sara Singer Wilson reviewed the ideas and topics as discussed the day prior of the 2023 potential projects by expanding on these topics, which included: mapping out the most pressing issues facing Hermiston, organizing priorities and initiatives, identifying overarching goals to refine the actions/goals for 2023. The 2023 goals will be refined and presented for adoption at a City Council Meeting in the near future.

The meeting was adjourned at 3:18pm.

SIGNED:

Dr. David Drotzmann, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER



CITY OF HERMISTON

Goal Setting 2023



Game Plan

- **2022 Goal Review**
- **Community Satisfaction Survey**
- **New Program Updates**
- **Items to Consider**



Values

Fiscal Prudence

We are responsible stewards of the City's financial resources and exercise discretion in decision-making

Engagement

We facilitate constructive relationships between the City and constituents to build trust and support equitable and sustainable decision making

Inclusive

We are committed to building an inclusive environment that values and respects the contributions of all people

Partnerships

We collaborate with community organizations to leverage expertise and resources to best serve the public

Livability

We promote diverse housing options, convenient and accessible community assets, a healthy environment, and high-quality education

2022 Goal Review

Goal: GROWING + PROSPEROUS

- **Workforce Development**
 - **Develop partnerships with local employers and community organizations to explore staffing needs and strategies for enhancement (1-2 Years)**
 - **Working with Hermiston School District and the Operating Engineers on apprenticeship center**
 - **Advocate for legislation that supports workforce development in Hermiston (1-2 Years)**
 - **Same as above**

2022 Goal Review

Goal: GROWING + PROSPEROUS

- **Transportation**

- **Complete the Geer/Harper road improvements (1-2 Years)**

- **Working to Finalize Design and Negotiate with Impacted Landowner**

- **Extend Gettman Road (3-4 Years)**

- **Phase I hard surface installed by Umatilla County**
- **Seeking GRATE Project Funding**

- **Complete alternative route transportation study (1-2 Years)**

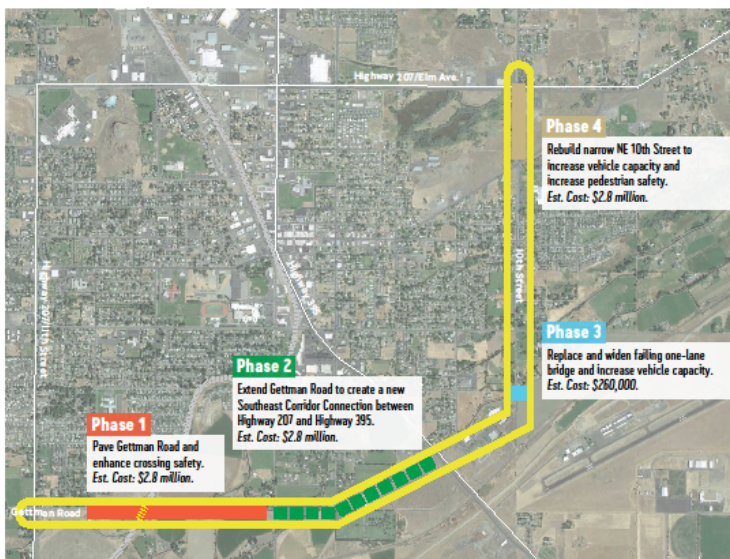
- **No Recent Progress**



2022 Goal Review

Hermiston GRATE Project

Gettman Road/Railway Alternative Transportation Enhancement



Project Description

Develops a new local connection between US395 & OR207 in two locations by constructing 1.5 Miles of new roadway, replacing & widening a failing 1 lane bridge, expanding ¼ mile of existing roadway, and enhancing an existing Union Pacific Railroad crossing.

Project or Program Readiness

The overall project is broken in to four independent components, all of which are included in Hermiston's adopted Transportation System Plan, and adopted Capital Improvement Plan. All right of way is in place, with preliminary scoping design completed for Phases 1, 3, & 4. Phase 2 still requires right of way acquisition.

Total Project or Program Cost

- Phase 1- \$2,800,000: [W. Gettman Road Construction](#) (paving and rail crossing upgrade)
- Phase 2- \$2,770,000: [E. Gettman Road Construction](#) (ROW acquire & road construction)
- Phase 3- \$210,000: [S.E. 10th Street Bridge Replacement](#)
- Phase 4- \$2,780,000: [N.E. 10th Street Reconstruction](#)

Project or Program Sponsor

City of Hermiston

Project or Program Contact

Byron Smith
bsmith@hermiston.or.us

GRATE Supporters

- Hermiston Chamber of Commerce
- Umatilla County
- Hermiston School District
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- State Sen. Bill Hansell
- State Rep. Greg Smith
- ODOT Region 5
- City of Hermiston



2022 Goal Review

Goal: GROWING + PROSPEROUS

• Housing

- Attract market-rate rental housing developments to increase middle housing inventory (3-4 Years)
 - Staff has met with multiple multi-family developers
 - Assisting Manufactured housing developer in getting project back on track
- Fund infrastructure improvements to support new housing and enhance livability (Ongoing)
 - Prairie Meadows – latest example
- Recommend a course of action on the Green property (3-4 Years)
 - No Recent Progress



2022 Goal Review

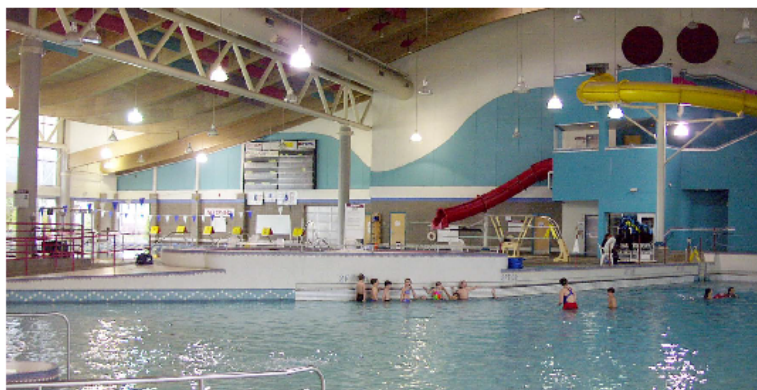
Goal: SAFE + HEALTHY

- **Wellness**
 - Explore funding options and partnerships for Health, Wellness and Aquatic Center (1-2 Years)
 - Started discussions with a variety of funding partners (City of Umatilla, Umatilla County, Good Shepherd, Hermiston School District)
- **Homelessness**
 - Facilitate public forum to discuss homelessness in community (1-2 Years)
 - Held joint meeting with the City of Umatilla and Umatilla County to discuss PATH.
 - Conducted online surveys to gauge community sentiment
 - Determine City role as it relates to homelessness (1-2 Years)
 - Joined in partnership with West Umatilla County entities to form an approach to addressing this issue.

2022 Goal Review

Health, Wellness & Aquatic Center

Regional Indoor Health and Fitness Facility



Cochran Aquatic Center

Project Description

The Health, Wellness & Aquatic Center will be a year-round facility that is the most commonly requested amenity in polling among members of the Hermiston community. The current outdoor Hermiston Aquatic Center is only open four months per year due to weather restrictions. The full project would include:

- An indoor pool complex for lap and leisure swimming, physical therapy and water safety education.
- General workout areas including physical fitness equipment.
- Two multi-use athletic courts for basketball, volleyball, and other sports and activities.
- A full-size indoor walking track
- **Estimated Cost: Over \$40 million**

CONCEPTUAL BUILDING PLANS



Top Regional Priority

#1 Project in City of Hermiston Parks & Recreation Open Space Plan (PROS)

#1 Community-Selected Item in Hermiston 2040 Plan

#1 Desired Community Amenity in City of Umatilla's Master Park Plan

Contact:

Byron Smith
bsmith@hermiston.or.us



2022 Goal Review

Goal: SAFE + HEALTHY

- **Mental Health**

- Explore options for providing mental health support services at Municipal Court (3-4 Years)
 - Entered into discussions with Umatilla County, Community Counseling Solutions and the City of Pendleton to utilize Opioid settlement funds to begin some program in Hermiston Municipal Court.
- Facilitate partnerships to attract mental health providers to Hermiston (1-2 Years)
 - Working with Community Counseling Solutions to understand what our role could be in this area.



2022 Goal Review

Goal: SUSTAINABLE

- **City Facilities**
 - **Complete construction of new City Hall (1-2 Years)**
 - **Done!!! Moved in October 2022!**
 - **Begin implementation of EOTEC Strategic Plan (1-2 Years)**
 - **Working on or completed 4 of the top 7 items on the Strategic Plan**
 - **Began process of securing water rights**
 - **Adopted a site master plan**
 - **Improved Cameras/PA System**
 - **Working to add a multi-sport facility**
 - **Assess EOTEC facility management alternatives (1-2 Years)**
 - **Assumed full management of EOTEC January 1, 2023.**



2022 Goal Review

Goal: SUSTAINABLE

- **Water**

- **Implement water supply components of master plan (5+ Years)**

- **Purchased a small well owned by the Port of Umatilla**
- **Improvements to Well #5 to allow full certification of associated water rights**

- **Secure water rights for the EOTEC site (1-2 Years)**

- **Determined path for this item**
- **Began 1st Level engineering on preferred path**



2022 Goal Review

Goal: CONNECTED + ENGAGED

- **Arts + Culture**
- **Digital Infrastructure**
 - **Explore broadband/fiber options to support City facilities (1-2 Years)**
 - **Completed initial information gathering process**
 - **Beginning to seek out partnerships and funding**
 - **Explore opportunities for an arts and cultural center/museum at Carnegie Building (1-2 Years)**
 - **Assigned a staff liaison to a group working on the concept of a Hermiston Museum**
 - **Applied for one grant (not awarded) to assess building for transformation**
 - **Partnering with Umatilla County on forming a Hispanic/Multi-cultural Resource Center in a renovated Library**



2022 Goal Review

Hispanic Resource Center

Hermiston Library Renovation - Phase II



Project Description

The lower floor of the Hermiston Public Library was remodeled in 2021 to accommodate office space during the Hermiston City Hall construction project. This is now available for library use with the idea of dedicating space to a Hispanic Resource Center, including:

- Expanding the Spanish language material collections by participating in Libros for Oregon (group of public libraries that attend book sale in Mexico) and using expansion space to increase the size and variety of collections
- Building a Resource Center to facilitate Spanish-language access to community services including the Oregon Human Development Corporation and Euvalcree, tax filing services, and computer classes
- Creating displays related to the history and culture Spanish speakers that have contributed to Hermiston and Umatilla County
- Developing a gathering space by identifying staff with liaison responsibilities to community groups representing and serving the Spanish-speaking community and hosting Hispanic Advisory Committee and other similar meetings at the library
- **Estimated cost is \$3.5 million**

Background

According to the 2020 Census, 52% of the Hermiston community is Hispanic. The City has been making efforts for many years to ensure the population has equitable access to resources and information, including the creation of the Hispanic Advisory Committee in 2012 which was awarded the National League of Cities' 2013 City Cultural Diversity Award.

Project Contact
Byron Smith
bsmith@hermiston.or.us



2022 Goal Review

Goal: CONNECTED + ENGAGED

- **Community Engagement**
 - **Develop Citywide communications strategy to enhance communication and engagement with the public (1-2 Years)**
 - **Testing various two-way communication tools to improve communication and engagement**
 - **Regularly assessing and adjusting website communication**
- **Advocacy**
 - **Advance advocacy efforts to secure regional and statewide funding/investment**
 - **Working closely with all possible partners in advocacy efforts**
 - **Umatilla County, State of Oregon, U.S. Government,**



Zencity Survey Results

- **Community Satisfaction Survey**
- **Structure/Methodology**
 - **Page 24**
 - **Four Sections (Three Standard, One Rotating Section)**
 - **Digitally Recruited Responses (mostly from social media)**
 - **Weighted to match our Census Demographics**



Zencity Survey Results

	Jan – Jun 2022	Jul – Dec 2022
Surveyed Residents	653	518
Overall Satisfaction	56% - Satisfied 39% - Neutral 5% - Negative	54% - Satisfied 43% - Neutral 3% - Negative



Zencity Survey Results

- Top Three Community Characteristics - Satisfaction (of each six months)

	Jan – Jun 2022	Jul – Dec 2022
Quality of Parks/Rec Amenities (both)	47%	43% (1)
Quality of Waste and Recycling Services	43%	34%
Sense of Community Among Residents	42%	33%
Acceptance of Residents of all Backgrounds (both)	42%	40% (4)
Ease of Getting Around by Foot	Below 10%	41% (2)
Access to Quality Education	39%	40% (3)



Zencity Survey Results

- **Bottom Three Community Characteristics - Satisfaction** (of each six months)

	Jan – Jun 2022	Jul – Dec 2022
Ease of Getting Around by Public Transit	18%	16%
Availability of a Variety of Art/Culture	15%	9%
Availability of Affordable Housing	10%	10%



New Ventures - IT

- Clients:
 - Morrow County
 - City of Umatilla (Service Increase Planned)
 - City of Stanfield
 - City of Echo
 - City of Pendleton
 - Umatilla County Fire District #1
- Potential Future Clients:
 - Horizon Project
 - Oregon Trail Library District
 - Others



New Ventures - IT

- Employees: 6
- Functioning as Planned



New Ventures - EOTEC

- Transition nearly complete
- Branding/Renaming Discussion
- Working on addition of Marketing function
- Functioning as Anticipated



Items to Consider

- Charter Adopted in 2015
 - Time for another review?
 - Possible Discussion Items
 - Election of Judge (1 of 4 Municipal Judges in Oregon)
 - Ward Boundaries
 - Residency Requirements
 - Appointment of City Attorney



Items to Consider

- General Fund Pressures
 - Reduction of Services
 - Public Safety Fee





Questions??

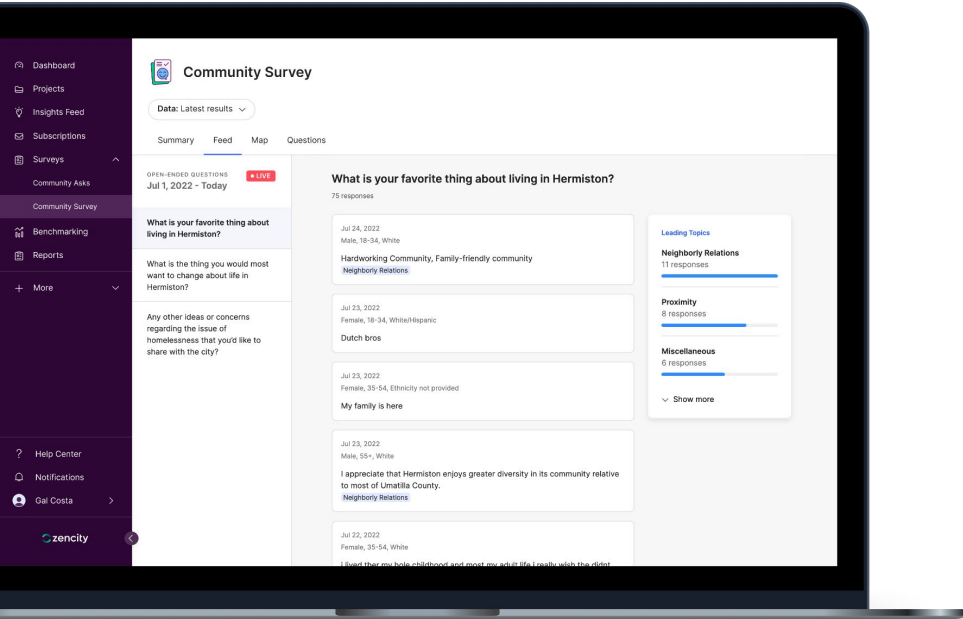
Where Life is Sweet™



Hermiston, OR

Community Survey

July – December 2022



The Zencity Community Survey

A recurring survey that never stops running, the Zencity Community Survey measures how satisfied residents are with their community and with local government-provided services and allows officials to compare these scores over time and against a cohort of similar communities.



Survey Methodology

518 respondents were digitally recruited (e.g. over social media, mobile apps, local websites, and survey panels) between July – December, 2022. An additional 8 responses were collected through the county’s distribution efforts, which were used to supplement the Zencity-recruited responses for free-text questions. Zencity built a representative sample by matching respondent data to the U.S. Census Bureau’s race, ethnicity, age, and gender distributions in Hermiston. Finally, rake-weighting was applied as a statistical safeguard to balance out any remaining discrepancies in distribution, so no demographic group is overrepresented or underrepresented in the final score.

Score Calculation

The overall satisfaction score is calculated by averaging how each resident rated quality of life and community characteristics on a numeric scale (1-5), and classifying this average as satisfied, neutral, or not satisfied. The resulting score, then, is the weighted percentage of residents who gave an overall satisfied rating.

Overall Satisfaction

Overall Satisfaction Score

Hermiston, OR
July – December 2022

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Section 6, Item C.

5

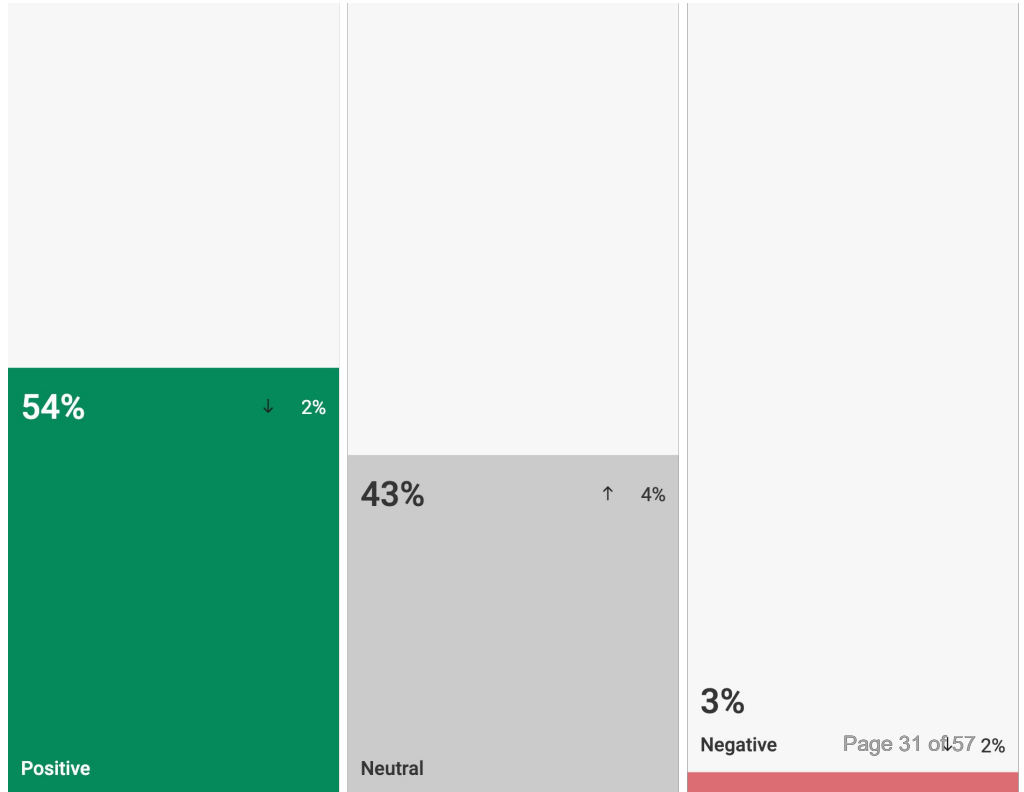
54%

of 518 surveyed residents are **satisfied** with life in Hermiston

The overall satisfaction score is calculated from the questions in the two main sections of the survey: general quality of life and satisfaction with different characteristics of life in your community.

We take the average of these questions, then classify the score as positive (3+), neutral (1.5 to <3), or negative (≤ 1.5). The percentages represent the percent of respondents in each category.

If you have a previous cycle, the up (↑) and down (↓) arrows will show the change in percentage points.



Overall Satisfaction Score

Hermiston, OR
July – December 2022

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Section 6, Item C.





6

These are the main measures of satisfaction in your community

The bars on the right show the proportion of responses that are positive (4 or 5), neutral (3), or negative (1 or 2). The percentages show the percent in the positive category.

We take the average of the Community Characteristics, then classify the score as positive (3+), neutral (1.5 to <3), or negative (≤ 1.5). The percentages represent the percent of respondents in each category.

If you have a previous cycle, the up (↑) and down (↓) arrows will show the change in percentage points.

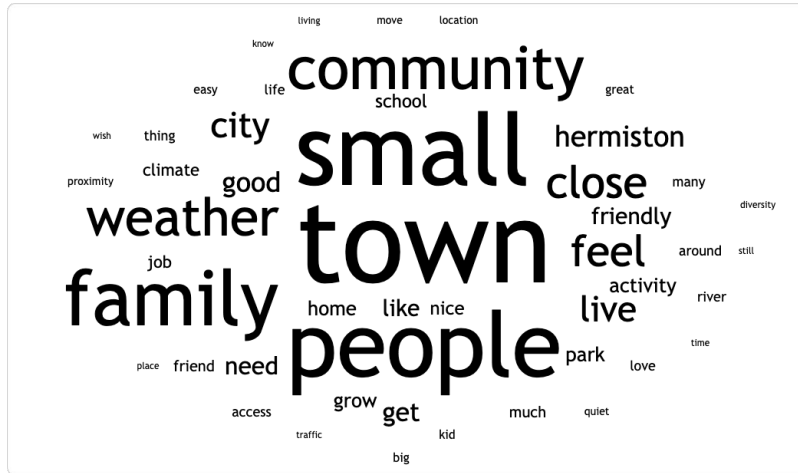
QUESTION	RESIDENT SATISFACTION
How is the overall quality of life in Hermiston?	41% • ↓ 9% 
How likely are you to recommend Hermiston as a place to live?	34% • ↓ 5% 
How likely are you to be living in Hermiston 5 years from now?	54% • ↓ 3% 
Average rating from the Community Characteristics questions	39% • ↓ 5% 

Free-Text Responses



What residents love

Question: What is your favorite thing about living in Hermiston?



What residents want changed

Question: What is the one thing you would change in Hermiston?



Life in Hermiston

Satisfaction with Life in Hermiston

Hermiston, OR
July – December 2022

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These bars show the percent of respondents who reported positively (4 or 5) in response to questions about community characteristics.

We also display the percent of respondents who were neutral (3, shown with a gray dot) or negative (1 or 2, shown with a red dot).



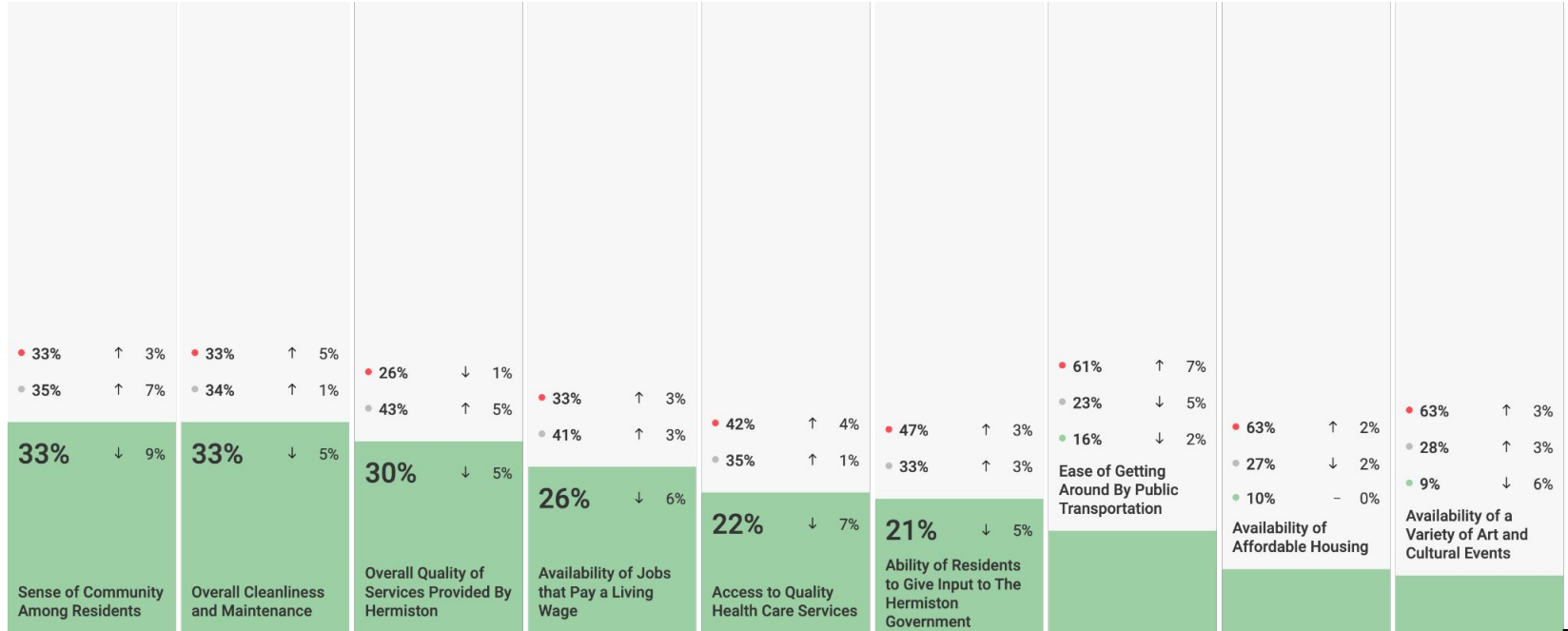
Satisfaction with Life in Hermiston

Hermiston, OR
July – December 2022

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Section 6, Item C.

11

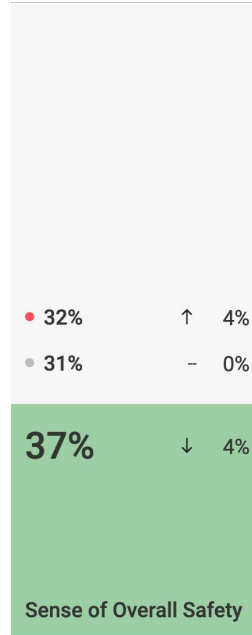


The ratings residents gave these parts of life showed a connection to their overall satisfaction

The community characteristics shown here:
a) demonstrate a strong correlation with how residents rated their overall satisfaction AND
b) receive a notably high or low satisfaction score.

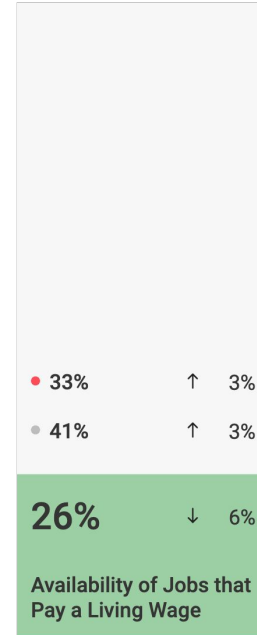
Maintain

High-scoring characteristics with strong correlation to overall satisfaction



Focus on

Low-scoring characteristics with strong correlation to overall satisfaction



Strengths

Strength:
Sense of overall safety

Hermiston, OR
July – December 2022

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zencity

Section 6, Item C.

14

37%

of residents are satisfied with the sense of overall safety



This community characteristic was selected because it had a high correlation with satisfaction AND received a notably **high** score.

The percentages shown indicate the percent of respondents who responded positively (4 or 5). The bars indicate the proportion of respondents who were positive, neutral (3), or negative (1 or 2).

Groups marked with a (*) have fewer than 30 responses. Use caution when interpreting these findings.

RACE/ETHNICITY

White 42%

Hispanic 35%

AGE

18-34 30%

35-54 32%

55+ 48%

INCOME

\$49,999 or less 28%

\$50,000 - \$124,999 38%

\$125,000 or more 47%

In Focus

Focus:

Availability of jobs that pay a living wage

Hermiston, OR
July – December 2022

Powered by
zencity

26%

of residents are satisfied with the availability of jobs that pay a living wage



This community characteristic was selected because it had a high correlation with satisfaction AND received a notably **low** score.

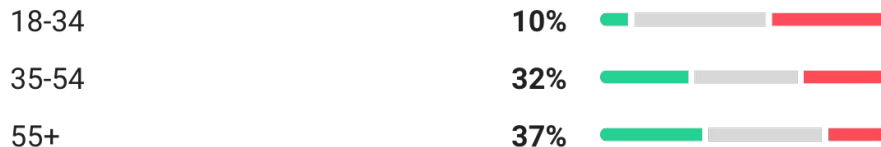
The percentages shown indicate the percent of respondents who responded positively (4 or 5). The bars indicate the proportion of respondents who were positive, neutral (3), or negative (1 or 2).

Groups marked with a (*) have fewer than 30 responses. Use caution when interpreting these findings.

RACE/ETHNICITY



AGE



EDUCATION



Rotating Survey Section

The rotating survey section focuses on one issue per survey cycle and can be updated as new areas of interest emerge

Rotating section:
Homelessness

Hermiston, OR
July - December 2022

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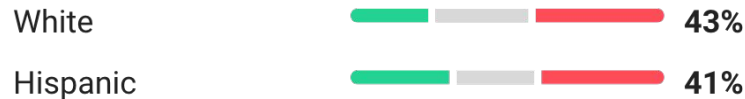
47%

**of residents believe that
homelessness is an issue in the
city**

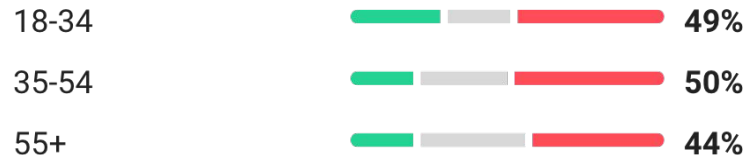


The question: In your experience, how much of an issue is homelessness in the city?

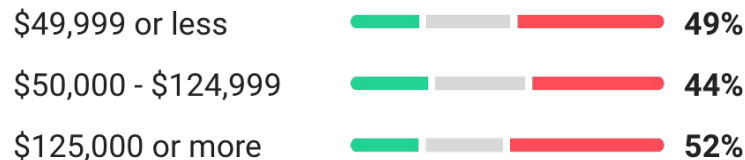
RACE/ETHNICITY



AGE

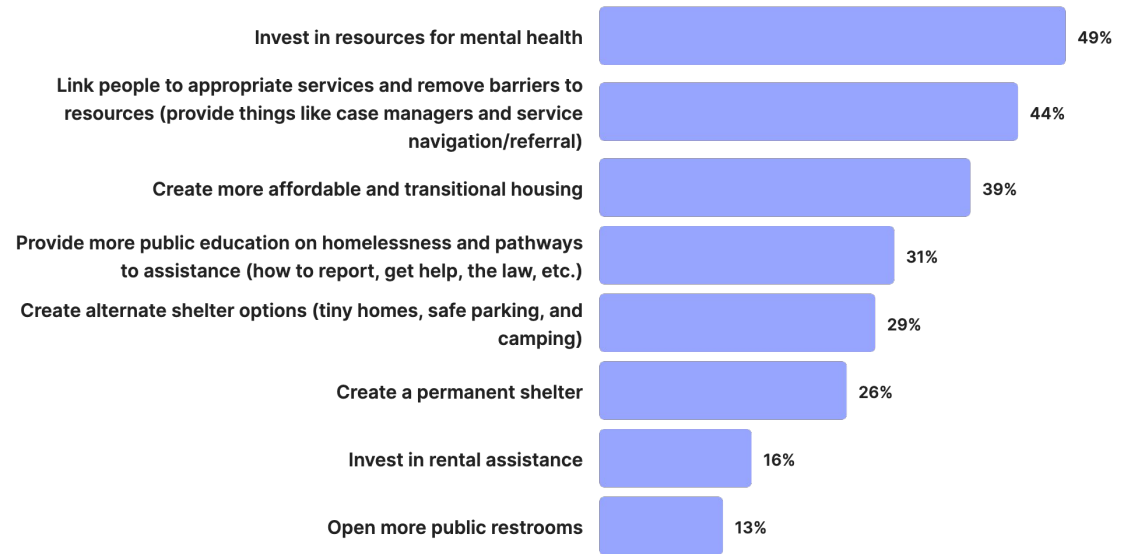


INCOME



49%
of respondents believed that the city should **invest in resources for mental health** in order to support residents experiencing homelessness.

The question: Where do you think the city should put the greatest effort to support residents experiencing homelessness?



Rotating section: Homelessness

Hermiston, OR
July – December 2022

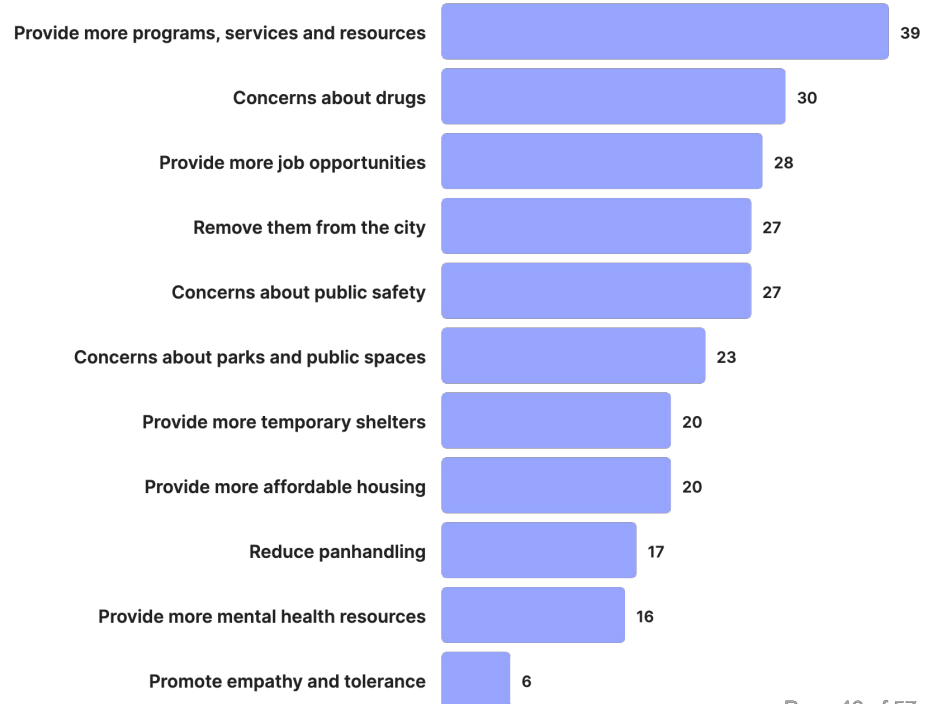
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Section 6, Item C.

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Respondents most commonly reported wanting the city to **provide more programs, services and resources** to residents experiencing homelessness.

The question: Any other ideas or concerns regarding the issue of homelessness that you'd like to share with the city?



Demographic Breakdown

Demographic Breakdown

Hermiston, OR
July – December 2022

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Section 6, Item C.

22

DEMOGRAPHIC	GROUP	SATISFACTION	PARTICIPANTS
Age	18-34	36%	68
Age	35-54	56%	167
Age	55+	74%	271
Education	High school degree or less	45%	98
Education	Some college or college degree	56%	235
Education	Higher education degree	59%	185

DEMOGRAPHIC	GROUP	SATISFACTION	PARTICIPANTS
Gender	Female	54%	312
Gender	Male	54%	192
Household Income	\$49,999 or less	43%	145
Household Income	\$50,000-\$124,999	57%	262
Household Income	\$125,000 or more	64%	111
Ethnicity	Hispanic	45%	73
Ethnicity	White	57%	432

Smaller sample sizes can lead to unreliable estimates. For this reason, we hide scores for groups under 30 respondents.

For groups between 31 and 50 respondents, we highlight the small sample size using an asterisk (*). Use these scores with caution.

The Questionnaire

Section 1

General Satisfaction

QUESTION	CHOICES
How is the overall quality of life in Hermiston? *	1-5 Scale (Poor to excellent)
How likely are you to recommend Hermiston as a place to live? *	1-5 Scale (Very unlikely to very likely)
How likely are you to be living in Hermiston 5 years from now? *	1-5 Scale (Very unlikely to very likely)
What is your favorite thing about living in Hermiston?	Open-ended
What is the thing you would most want to change about life in Hermiston?	Open-ended

* Mandatory question

The Questionnaire

Hermiston, OR
July – December 2022

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Section 2

Community Characteristics

All questions in this section were ranked on a scale of 1-5 (poor to excellent)

QUESTION
Availability of affordable housing
Availability of jobs that pay a living wage
Access to quality health care services
Access to quality education
Availability of a variety of art and cultural events
Ease of getting around by public transportation
Ease of getting around by bicycle
Ease of getting around by foot

QUESTION
Sense of overall safety
Sense of community among residents
Acceptance of residents of all backgrounds
Ability of residents to give input to the Hermiston government
Overall cleanliness and maintenance
Quality of parks and recreational amenities
Quality of waste and recycling services
Overall quality of services provided by Hermiston

The Questionnaire

Hermiston, OR
July – December 2022Powered by
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Section 3

Rotating
Survey Section

QUESTION	CHOICES
In your experience, how much of an issue is homelessness in the city?	1-5 Scale (Not at all to To a large degree)
Where do you think the city should put the greatest effort to support residents experiencing homelessness?	Invest in rental assistance; Create a permanent shelter; Open more public restrooms; Invest in resources for mental health; Create more affordable and transitional housing; Link people to appropriate services and remove barriers to resources (provide things like case managers and service navigation/referral); Create alternate shelter options (tiny homes, safe parking, and camping); Provide more public education on homelessness and pathways to assistance (how to report, get help, the law, etc.)
Any other ideas or concerns regarding the issue of homelessness that you'd like to share with the city?	Open-ended

Section 4

Demographics

QUESTION	CHOICES
What year were you born in? *	Open-ended
Which of the following do you identify as? *	Female / Male / Prefer to self-describe / Other (+free text input)
What is your current employment status? *	Employed full-time / Employed part-time / Not employed and looking for work / Not employed and not looking for work / In school / Retired
Are you of Hispanic, Latino/a/x or Spanish origin? *	Yes / No
What is your race? *	Asian / Black or African American / Native American or Alaskan Native / Native Hawaiian or Other Pacific Islander / White / Prefer not to answer / Other
Do you, or someone else in your family, own the home you currently live in? *	Yes / No

* Mandatory question

The Questionnaire

Hermiston, OR
July – December 2022Powered by


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Section 4

Demographics

QUESTION	CHOICES
What is your home zip code? *	Open-ended
What is the highest level of education you've completed to date? *	Less than high school / Some high school / High school degree or GED / Some college / Associate's degree / Bachelor's degree / Graduate degree
What is your marital status? *	Single / Married / Divorced or separated / Widowed
Do any children under the age of 18 live in your household? *	Yes / No
Were you born outside of the United States? *	Yes / No
Which category best represents your household's total income over the past year? *	\$14,999 or less / \$15,000-\$29,999 / \$30,000-\$49,999 / \$50,000-\$74,999 / \$75,000-\$99,999 / \$100,000-\$124,999 / \$125,000-\$149,999 / \$150,000-\$199,999 / \$200,000-\$299,999 / \$300,000 or more

* Mandatory question



What to do with your Zencity Community Survey data?

Not sure what you will do with the data from this report?

[Zencity Hall](#) has you covered with:

- **Webinar** recording with Lee Feldman, Former ICMA President and city manager of North Miami, Palm Bay, Gainesville and Fort Lauderdale, FL
- **Tips on Using Your Report Data** for Strategic Planning, Performance Management, Communications & Day-to-Day
- **Recommended Workflows** upon receiving your report summary

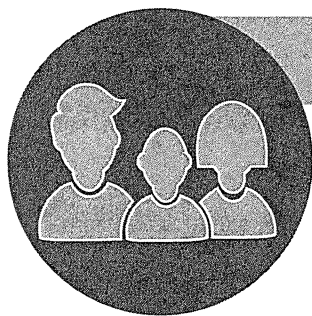


Published on January 19, 2022 by Zencity
surveys@zencity.io



GROWTH & DEVELOPMENT

2022 HERMISTON REPORT



POPULATION

19,696 according to PSU certified estimate

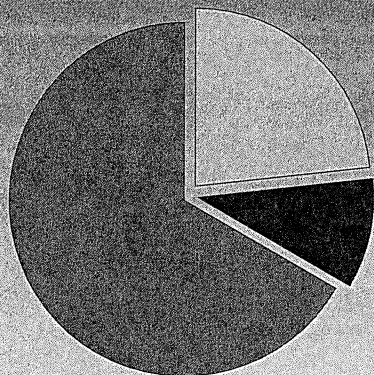
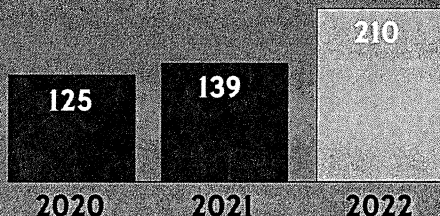
• increase of 277 since 2021 estimate



CAPITAL IMPROVEMENT

BUILDING PERMITS

210 new housing unit permits in 2022



464 total new housing unit permits since 1/1/20

- 331 other housing permits
- 108 income restricted apartment units
- 46 manufactured homes



Residential Permits 2022

Site-Built Dwelling	108
Manufactured Dwelling	16
Mechanical	97
Plumbing	23
Structural	65
Electrical	134

Commercial Permits 2022

RV Park	1
Plumbing	34
Alarm/Suppression	12
Sign	13
Structural	48*
Mechanical	55
Electrical	106

Total Job Value \$61.9M

* includes 60 income restricted Moorehouse Apartment units

On the horizon: 200-home Santiago Estates Manufactured Home community likely to start placing 20+ homes annually in Spring 2023

Street

> N.W. 3rd Street Paving
Completed: September
Final Cost: \$136,477

Wastewater

> Downtown Utility Line Replacement
Completed: Spring
Final Cost: \$280,000*

Parks

> Riverfront Park Parking Lot Relocation
Completed: May
Final Cost: \$188,110

City Facilities

> Hermiston City Hall
Completed: September
Final Cost: \$9.1 million*

> Hermiston Airport Apron Reconstruction
Completed: Spring
Final Cost: \$1.9 million*

*Minor adjustments possible in final closeout. Learn more at www.hermistonprojects.com



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of February 13, 2023

Title/Subject

Ordinance 2345 amends Section 1 of Ordinance 2342 to change the legal description of annexed land.

Summary and Background

In November of 2022 the city council adopted Ordinance No 2342 annexing land on NW Sjoren Lane. All annexation ordinances must be approved by the Oregon Department of Revenue in Salem. Staff has been unable to receive approval from the Department of Revenue because the legal description within the ordinance and the assessor map prepared by Umatilla County do not match. The annexed land contains four lots of record and a public right of way based upon partition platting done in 2021. However, the county assessor maps often lag in updating, sometimes taking over a year to update. Thus, the assessor map still shows only the three lots in Partition Plat 2001-39 and no right of way. In order to have the annexation approved by the state, the legal description needs amending to match the existing assessor map. There is no change to the land annexed, only the way in which the exterior boundary of the land is described is changed in this ordinance.

Tie-In to Council Goals

N/A

Fiscal Information

N/A

Alternatives and Recommendation

Alternatives

The council may choose to adopt or reject Ordinance 2345

Recommended Action/Motion

Motion to adopt Ordinance No 2345

Submitted By:

ORDINANCE NO. 2345

AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 2342 TO AMEND LEGAL DESCRIPTION OF ANNEXED TERRITORY

THE CITY OF HERMISTON ORDAINS AS FOLLOWS:

SECTION 1. The legal description contained in Section 1 of Ordinance No. 2342 is amended as follows: *(italicized text to be added)*:

~~Parcels 1 & 2 of Partition Plat 2021-37 and Parcels 1 & 2 of Partition Plat 2001-39 including the 33-foot wide right-of-way adjacent the east property line of Parcel 2 Partition Plat 2021-37 and the 50-foot wide right of way adjacent to the south property lines of Parcels 1 & 2, Partition Plat 2021-37.~~

Parcels 1, 2, & 3 of Partition Plat 2001-39 including the 33-foot right-of-way adjacent to the east property line of Parcel 3.

All being East of the Willamette Meridian, in the county of Umatilla and State of Oregon.

SECTION 2. The effective date of this ordinance shall be the thirtieth day after its adoption.

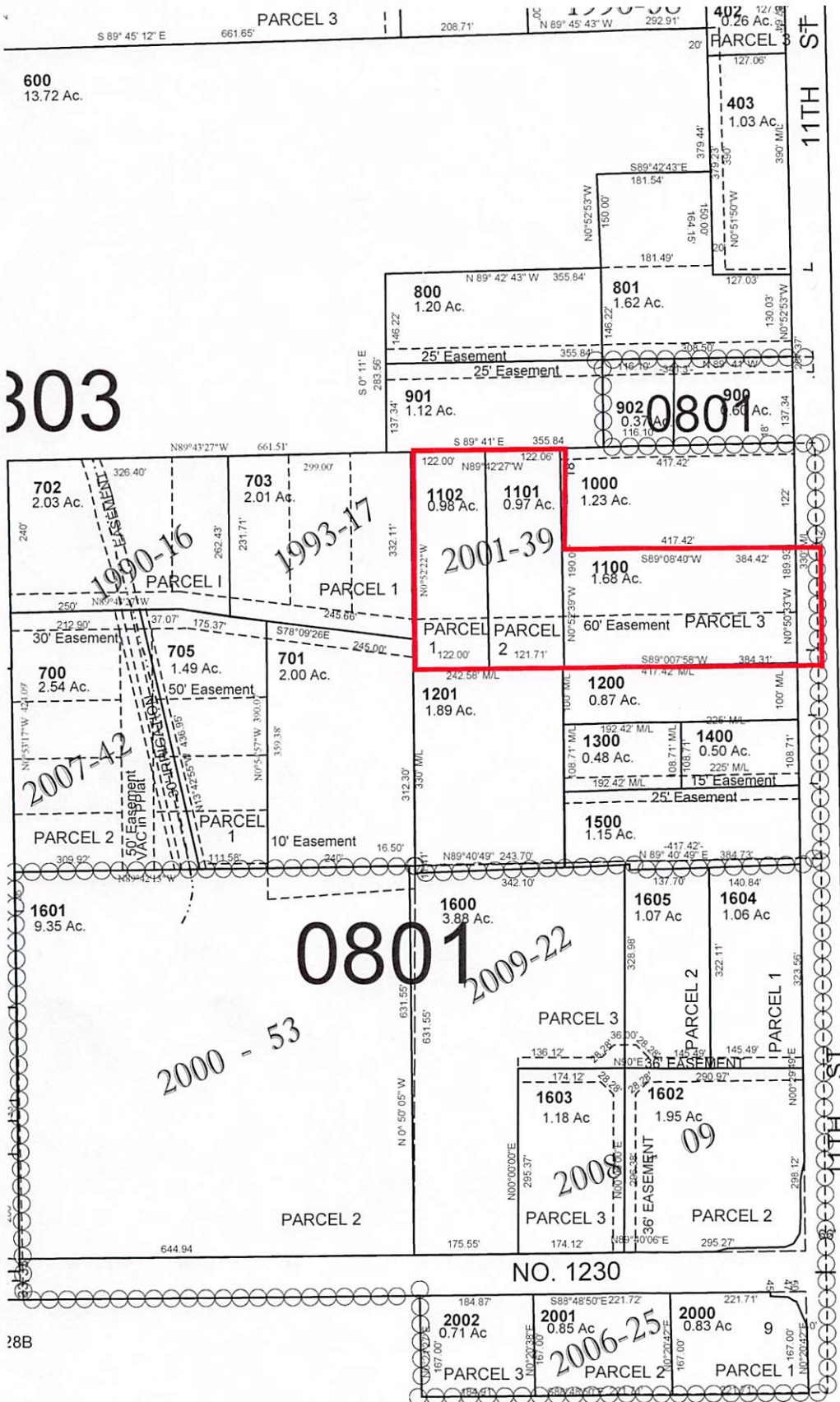
ADOPTED by the Council this 13th day of February, 2023.

SIGNED by the Mayor this 13th day of February, 2023.

Dr. David Drotzmann, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER



See Map 4N28 03C

1466.66'

N 0° 11' W

3

10

Revised: 08-13-2021

4N 28 04D



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of February 13, 2023

Title/Subject

Resolution 2255- Amending AWS LTREZ Agreement and Superseding Resolution 2239.

Summary and Background

This resolution comes at the request of Amazon Data Services, Inc. to amend an agreement for a Long-Term Rural Enterprise Zone property tax abatement which was approved by City Council via Resolution 2239 on September 26, 2022 and became effective on October 18, 2022.

This amendment features two changes.

The First Change: The first change is to change the obligations of the company from complying with ORS 285C.412(5) to ORS 285C.412(3). Subsections 3, and 5 are both options for the company to choose in fulfilling their obligations to qualify for an LTREZ agreement. Switching from subsection 5 to subsection 3 reduces the amount that the company must invest by the end of the first calendar year in which the facility is placed in service from \$200 million to \$12.5 million. However, this switch also increases the minimum employment threshold by the third year of operation from just 10 full time employees to 50 full time employees.

There is no indication that the company intends to make any meaningful changes to what they intend to build or operate, but rather this change makes compliance and investment planning easier for the company. Since being “placed in service” is tied directly to when a Certificate of Occupancy is issued, and often times, due to the phased-nature of building out entire campuses, the push is to issue a C of O as quickly as possible while some of the campus-wide investments may not rely on a C of O, this change eases some of that internal conflict.

The Second Change: The second change makes some relatively minor changes to the agreement sections which pertain to allowing company assets to be eligible for taxation of future eligible bonds. The main justification for this is that the company intends to allow their power provider to develop dedicated sub-stations on property which the company owns, and upon starting of operations, the company will then partition off that portion of the property and dedicate it to the power provider. This change makes clarifications to allow for that to happen, without LTREZ exemptions following the newly partitioned property.

Tie-In to Council Goals

N/A.

Fiscal Information

This resolution is not anticipated to have any financial impact. If anything, the first change can help advance the date when the company seeks its Certificate of Occupancy, since it won't have to meet the higher investment threshold at that time. The sooner a C of O is issued, then the sooner that payments in lieu of taxes begin to accrue to the Greater Hermiston Enterprise Zone.

Alternatives and Recommendation

Alternatives

Approve Resolution 2255

Reject Resolution 2255

Recommended Action/Motion

Motion to approve Resolution 2255

Submitted By:

Mark Morgan, Assistant City Manager/Greater Hermiston Enterprise Zone Administrator

RESOLUTION NO. 2255

A RESOLUTION APPROVING THE FIRST AMENDMENT TO AGREEMENT FOR LONG-TERM RURAL ENTERPRISE ZONE TAX ABATEMENT WITH AMAZON DATA SERVICES, INC.

WHEREAS, the City of Hermiston and Umatilla County as equal co-sponsors of the Greater Hermiston Enterprise Zone (“Zone”) and Amazon Data Services, Inc. entered into an Agreement for Long-term Rural Enterprise Zone Abatement (“Agreement”) pursuant to ORS 285C.409(1); and

WHEREAS, the City Council of the City of Hermiston approved the Agreement through Resolution No. 2239 on September 26, 2022, and the Agreement was finalized on October 18, 2022; and

WHEREAS, the proposed facility site is currently referenced by Amazon Data Services, Inc. as PDX 245 and is located in the Greater Hermiston Enterprise Zone on Lot 1 as shown on the STAHL REPLAT - A REPLAT OF PARCEL 1 OF PARTITION PLAT 1997-06 & PARCEL 2 OF PARTITION PLAT 2019-08 (Document No. 2019-6940037, Office of Umatilla County Records) located in the Southeast Quarter of Section 23 and the Southeast Quarter of the Northeast Quarter and the South Half of Section 24, Township 4 North, Range 28, East of the Willamette Meridian, City of Hermiston, Umatilla County, Oregon (consisting of approximately 204.89 acres) (the “Partition Plat”); and

WHEREAS, Amazon Data Services, Inc. desires to amend the Agreement with the City of Hermiston and Umatilla County through the First Amendment to Agreement for Long-Term Rural Enterprise Zone Tax Abatement (“Amended Terms”) attached hereto; and

WHEREAS, the Amended Terms have been presented to and reviewed by the Common Council.

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

1. That the First Amendment to Agreement for Long-Term Rural Enterprise Zone Abatement with Amazon Data Services, is hereby approved and adopted; and
2. That the City Manager of the City of Hermiston is hereby authorized to execute and deliver the First Amendment to Agreement for Long-Term Rural Enterprise Zone Abatement with Amazon Data Services., substantially in the form heretofore approved and adopted with such changes, additions, deletions and modifications as such executing officer or officers may approve, such execution to be conclusive evidence of such approval and of the authorization thereof by the Common Council; and

3. Except as modified and amended herein, the Agreement for Long-Term Rural Enterprise Zone Abatement dated October 18, 2022, shall remain in full force and effect.

4. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 13th day of February 2023.
SIGNED by the Mayor this 13th day of February 2023.

Dr. David Drotzmann, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER

FIRST AMENDMENT TO AGREEMENT FOR LONG-TERM RURAL ENTERPRISE ZONE TAX ABATEMENT

This First Amendment to Agreement for Long-Term Rural Enterprise Zone Tax Abatement (this “Amendment”) is made and entered into as of January [REDACTED], 2023, (the “Effective Date”) by and among the GREATER HERMISTON ENTERPRISE ZONE BOARD, representing the sponsor entities UMATILLA COUNTY, OREGON (“Umatilla County”), the CITY OF HERMISTON, OREGON (the “City of Hermiston”), and Amazon Data Services, Inc. (the “Company”).

RECITALS

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

A. Umatilla County, the City of Hermiston, and the Company are parties to that certain Agreement for Long-Term Rural Enterprise Zone Tax Abatement, dated as of October 18, 2022 (the “Agreement”).

B. Section V.A of the Agreement describes the “Statutory and Administrative Requirements” of the Company for purposes of the Agreement.

C. Section V.B.11(a) of the Agreement describes the “Future Bonding” obligations of the Company for purposes of the Agreement.

D. The parties wish to amend, pursuant to Section IX.C of the Agreement, Sections V.A. and V.B.11(a) of the Agreement to correct a statutory reference and an unintended ambiguity regarding the scope of the Company’s bonding obligation, both of which are aligned with the intent of the Parties at the time the Agreement was executed.

TERMS AND CONDITIONS

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

1. Capitalized Terms. All capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement.

2. Statutory and Administrative Requirements. Section V.A. of the Agreement is hereby amended and restated in its entirety as follows:

The Company agrees to comply with the requirements of ORS 285C.409 and 285C.412(3) as well as those provided in OAR Chapter 123, Division 690.

3. Future Bonding. Section V.B.11(a) of the Agreement is hereby amended and restated in its entirety as follows:

During each year of the Exemption Period, the Company will contribute an amount to the Sponsors (the “Bond Contribution”) to be used solely for the payment or prepayment of debt service on newly-issued general obligation bond indebtedness incurred to finance

public utilities, public educational services, fire services, public health services, or public safety services, and issued pursuant to voter approval of a measure passed on or after the date of this Agreement by any taxing district included in the consolidated tax area in which the Facility is located (a "Qualifying Bond"). The annual Bond Contribution will be equal to 100% of the aggregate amount the Company would have been assessed with respect to such Qualifying Bonds for the Facility as described in Section I of this Agreement but for the exemption pursuant to this Agreement and any other future exemption for property owned by the Company on the Partition Plat. The Company will not unreasonably object to any local measures for Qualifying Bonds.

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

[remainder of page left blank intentionally]

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

UMATILLA COUNTY

Dated this [redacted] day of January, 2023

Daniel N. Dorran, Commissioner

John Shafer, Commissioner

Cindy Timmons, Commissioner

CITY OF HERMISTON

Dated this [redacted] day of January, 2023

Byron D. Smith, City Manager

Attest:

Mark I. Morgan, Greater Hermiston Enterprise Zone Administrator

Amazon Data Services, Inc.

Dated this [redacted] day of January, 2023



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of February 13, 2023

Title/Subject

Resolution 2256- Amending AWS LTREZ Agreement and Superseding Resolution 2240.

Summary and Background

This resolution comes at the request of Amazon Data Services, Inc. to amend an agreement for a Long-Term Rural Enterprise Zone property tax abatement which was approved by City Council via Resolution 2240 on September 26, 2022 and became effective on October 18, 2022.

This amendment features two changes.

The First Change: The first change is to change the obligations of the company from complying with ORS 285C.412(5) to ORS 285C.412(3). Subsections 3, and 5 are both options for the company to choose in fulfilling their obligations to qualify for an LTREZ agreement. Switching from subsection 5 to subsection 3 reduces the amount that the company must invest by the end of the first calendar year in which the facility is placed in service from \$200 million to \$12.5 million. However, this switch also increases the minimum employment threshold by the third year of operation from just 10 full time employees to 50 full time employees.

There is no indication that the company intends to make any meaningful changes to what they intend to build or operate, but rather this change makes compliance and investment planning easier for the company. Since being “placed in service” is tied directly to when a Certificate of Occupancy is issued, and often times, due to the phased-nature of building out entire campuses, the push is to issue a C of O as quickly as possible while some of the campus-wide investments may not rely on a C of O, this change eases some of that internal conflict.

The Second Change: The second change makes some relatively minor changes to the agreement sections which pertain to allowing company assets to be eligible for taxation of future eligible bonds. The main justification for this is that the company intends to allow their power provider to develop dedicated sub-stations on property which the company owns, and upon starting of operations, the company will then partition off that portion of the property and dedicate it to the power provider. This change makes clarifications to allow for that to happen, without LTREZ exemptions following the newly partitioned property.

Tie-In to Council Goals

N/A.

Fiscal Information

This resolution is not anticipated to have any financial impact. If anything, the first change can help advance the date when the company seeks its Certificate of Occupancy, since it won't have to meet the higher investment threshold at that time. The sooner a C of O is issued, then the sooner that payments in lieu of taxes begin to accrue to the Greater Hermiston Enterprise Zone.

Alternatives and Recommendation

Alternatives

Approve Resolution 2256

Reject Resolution 2256

Recommended Action/Motion

Motion to approve Resolution 2256

Submitted By:

Mark Morgan, Assistant City Manager/Greater Hermiston Enterprise Zone Administrator

RESOLUTION NO. 2256

A RESOLUTION APPROVING THE FIRST AMENDMENT TO AGREEMENT FOR LONG-TERM RURAL ENTERPRISE ZONE TAX ABATEMENT WITH AMAZON DATA SERVICES, INC.

WHEREAS, the City of Hermiston and Umatilla County as equal co-sponsors of the Greater Hermiston Enterprise Zone (“Zone”) and Amazon Data Services, Inc. entered into an Agreement for Long-term Rural Enterprise Zone Abatement (“Agreement”) pursuant to ORS 285C.409(1); and

WHEREAS, the City Council of the City of Hermiston approved the Agreement through Resolution No. 2240 on September 26, 2022, and the Agreement was finalized on October 18, 2022; and

WHEREAS, the proposed facility site is currently referenced by Amazon Data Services, Inc. as PDX 146 and is located in the Greater Hermiston Enterprise Zone on Parcels 1 and 2 of UMATILLA COUNTY PARTITION PLAT NO. 2018-23 (Instrument No. 2018-6800729, Office of Umatilla County Records) located in the Northeast Quarter of Section 27, Township 4 North, Range 28, East of the Willamette Meridian, Umatilla County, Oregon (consisting of approximately 9.97 acres with respect to Parcel 1 and 120.83 acres with respect to Parcel 2) (the “Partition Plat”); and

WHEREAS, Amazon Data Services, Inc. desires to amend the Agreement with the City of Hermiston and Umatilla County through the First Amendment to Agreement for Long-Term Rural Enterprise Zone Tax Abatement (“Amended Terms”) attached hereto; and

WHEREAS, the Amended Terms have been presented to and reviewed by the Common Council.

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

1. That the First Amendment to Agreement for Long-Term Rural Enterprise Zone Abatement with Amazon Data Services, is hereby approved and adopted; and
2. That the City Manager of the City of Hermiston is hereby authorized to execute and deliver the First Amendment to Agreement for Long-Term Rural Enterprise Zone Abatement with Amazon Data Services., substantially in the form heretofore approved and adopted with such changes, additions, deletions and modifications as such executing officer or officers may approve, such execution to be conclusive evidence of such approval and of the authorization thereof by the Common Council; and

- 3. Except as modified and amended herein, the Agreement for Long-Term Rural Enterprise Zone Abatement dated October 18, 2022, shall remain in full force and effect.

- 4. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 13th day of February 2023.
SIGNED by the Mayor this 13th day of February 2023.

Dr. David Drotzmann, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER

FIRST AMENDMENT TO AGREEMENT FOR LONG-TERM RURAL ENTERPRISE ZONE TAX ABATEMENT

This First Amendment to Agreement for Long-Term Rural Enterprise Zone Tax Abatement (this “Amendment”) is made and entered into as of January [redacted], 2023, (the “Effective Date”) by and among the GREATER HERMISTON ENTERPRISE ZONE BOARD, representing the sponsor entities UMATILLA COUNTY, OREGON (“Umatilla County”), the CITY OF HERMISTON, OREGON (the “City of Hermiston”), and Amazon Data Services, Inc. (the “Company”).

RECITALS

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

A. Umatilla County, the City of Hermiston, and the Company are parties to that certain Agreement for Long-Term Rural Enterprise Zone Tax Abatement, dated as of October 18, 2022 (the “Agreement”).

B. Section V.A of the Agreement describes the “Statutory and Administrative Requirements” of the Company for purposes of the Agreement.

C. Section V.B.11(a) of the Agreement describes the “Future Bonding” obligations of the Company for purposes of the Agreement.

D. The parties wish to amend, pursuant to Section IX.C of the Agreement, Sections V.A. and V.B.11(a) of the Agreement to correct a statutory reference and an unintended ambiguity regarding the scope of the Company’s bonding obligation, both of which are aligned with the intent of the Parties at the time the Agreement was executed.

TERMS AND CONDITIONS

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

1. Capitalized Terms. All capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement.

2. Statutory and Administrative Requirements. Section V.A. of the Agreement is hereby amended and restated in its entirety as follows:

The Company agrees to comply with the requirements of ORS 285C.409 and 285C.412(3) as well as those provided in OAR Chapter 123, Division 690.

3. Future Bonding. Section V.B.11(a) of the Agreement is hereby amended and restated in its entirety as follows:

During each year of the Exemption Period, the Company will contribute an amount to the Sponsors (the “Bond Contribution”) to be used solely for the payment or prepayment of debt service on newly-issued general obligation bond indebtedness incurred to finance

public utilities, public educational services, fire services, public health services, or public safety services, and issued pursuant to voter approval of a measure passed on or after the date of this Agreement by any taxing district included in the consolidated tax area in which the Facility is located (a "Qualifying Bond"). The annual Bond Contribution will be equal to 100% of the aggregate amount the Company would have been assessed with respect to such Qualifying Bonds for the Facility as described in Section I of this Agreement but for the exemption pursuant to this Agreement and any other future exemption for property owned by the Company on the Partition Plat. The Company will not unreasonably object to any local measures for Qualifying Bonds.

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

[remainder of page left blank intentionally]

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

UMATILLA COUNTY

Dated this [redacted] day of January, 2023

Daniel N. Dorran, Commissioner

John Shafer, Commissioner

Cindy Timmons, Commissioner

CITY OF HERMISTON

Dated this [redacted] day of January, 2023

Byron D. Smith, City Manager

Attest:

Mark I. Morgan, Greater Hermiston Enterprise Zone Administrator

Amazon Data Services, Inc.

Dated this [redacted] day of January, 2023



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of February 13, 2023

Title/Subject

Adoption of Resolution 2257 – IGA with Oregon Trail Library District (OTLD) for IT Services

Summary and Background

After establishing an IT department in July 2022, we have been approached by various former customers of the Intermountain Educational Service District (IMESD). The Oregon Trail Library District (OTLD) is the latest of these. The OTLD services Morrow County for library services with locations in Heppner, Boardman and Irrigon.

As our staff has been learning the needs of our current clients, we have a bit of unused capacity. We are continually watching this balance so we will be able to maintain a high level of service to any entity we make an agreement with.

Tie-In to Council Goals

N/A

Fiscal Information

The costs are based on a two day a month contract.

\$1,920 per month

\$23,040 per year

Adding this contract will not require any additional staffing at this time.

Alternatives and Recommendation

Alternatives

1. Adopt Resolution 2257 and attached IGA without modification.
2. Adopt Resolution 2257 and attached IGA with minor modifications.
3. Direct staff to make major changes to Resolution 2257 and/or the attached IGA and return at a later date.

Recommended Action/Motion

Adopt Resolution 2257 and attached IGA without modification.

Submitted By: Byron D. Smith

RESOLUTION NO. 2257

A RESOLUTION AUTHORIZING THE CITY OF HERMISTON TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH OREGON TRAIL LIBRARY DISTRICT FOR THE CITY OF HERMISTON TO PROVIDE INFORMATION TECHNOLOGY SERVICES TO OREGON TRAIL LIBRARY DISTRICT AND TO AUTHORIZE THE CITY MANAGER TO SIGN ALL NECESSARY DOCUMENTS ON BEHALF OF THE CITY

WHEREAS, the City of Hermiston (City) has established a full-service internal Information Technology (IT) department; and

WHEREAS, the City has the means to provide ongoing IT services to additional agencies outside of the City; and

WHEREAS, the City and Oregon Trail Library District (District) have reached an agreement to provide ongoing IT services to the District; and

WHEREAS, the District has signed the Intergovernmental Agreement; and

WHEREAS, City staff believe it is in the best interest of the City to approve and execute the Intergovernmental Agreement.

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

1. That the Intergovernmental Agreement attached to this resolution between the City of Hermiston and Oregon Trail Library District to provide ongoing IT services is hereby approved.
2. That the City Manager is authorized to sign the Intergovernmental Agreement.
3. That pursuant to ORS 221.310(3), that this resolution is effective immediately upon its passage.

PASSED by the Common Council this 13th day of February, 2023.

SIGNED by the Mayor this 13th day of February, 2023.

Dr. David Drotzmann, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER

INTERGOVERNMENTAL AGREEMENT
between
The City of Hermiston
and
Oregon Trail Library District
For Ongoing Information Technology Services

This Intergovernmental Agreement (Agreement) is made by and between the City of Hermiston, hereinafter "COH" and Oregon Trail Library District hereinafter "District" (and collectively the "Parties") pursuant to ORS Chapter 190.

The Parties mutually agree as follows:

Term of Agreement. This Agreement shall be for a term of three years commencing on February 1, 2023, and expiring on January 31, 2026 with two optional three-year renewal options, unless terminated earlier as set forth herein. Renewal of the Agreement shall be in writing and subject to the mutual agreement of the Parties. At the conclusion of the original term or any subsequent renewal term, if the parties are not able to reach a mutual agreement on the terms and conditions for a renewal option, in their sole discretion, either party may terminate the Agreement upon ninety (90) days' written notice to the other without cause.

Scope of Work. COH shall perform the work described in Attachment A, Statement of Work, which is attached to this Agreement and incorporated into this Agreement by this reference.

Consideration. District agrees to pay COH \$1,920 per month. District will pay for devices and any other materials required to perform the services under this Agreement, and if COH purchases those materials for District, District agrees to reimburse COH for those costs. COH agrees to notify District prior to purchasing anything over \$500 and to provide adequate documentation and invoice District for the cost.

Payment for Work. No payments shall be made until this Agreement is fully executed by both Parties. Invoices shall be issued on a monthly basis beginning March 1, 2023. Unless otherwise specified in Attachment A, COH will submit invoices monthly for services rendered and District shall remit payment within 30 calendar days of receipt of invoice.

STANDARD TERMS AND CONDITIONS

- 1. Legal Relationship.** The Parties intend the legal relationship between the parties to be at all times and for all purposes under this Agreement that of independent contracting agencies.

- 2. Subcontracts and Assignment.** Neither party shall subcontract or assign any part of the Agreement without the prior written approval of the other party. Any attempted assignment of this Agreement without the prior written approval of the other party shall be void. If consent to a subcontract is properly given, then in addition to any other provisions of this Agreement, the subcontracting party shall hold it subcontractor to all the terms and conditions of this Agreement that would otherwise bind the party to whom consent was given. The Parties agree that any such subcontracts shall have no binding effect on the consenting party to this Agreement.
- 3. Termination.** This Agreement may be terminated as follows unless otherwise specified herein:

 - a. Mutual: The Parties may terminate this Agreement at any time by written Agreement. District shall pay COH for all materials purchased and work performed prior to the termination date.
 - b. Party's Sole Discretion: Either party, in its sole discretion, may terminate this Agreement for any reason on thirty (30) calendar days' written notice to the other party. District shall pay COH for all materials purchased and work performed prior to the termination date.
 - c. Breach: Either party may terminate this Agreement in the event of a breach by the other party. To be effective, the party seeking termination must give the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within five (5) calendar days of the date of the notice, then the non-breaching party may terminate this Agreement at any time thereafter by giving a written notice of termination. District shall pay COH for all materials purchased and work performed prior to the termination date.
 - d. Termination by either party shall not constitute a waiver of any claim either party may assert against the other party.
- 4. Access to Records.** Upon reasonable advance notice, each party shall have access to the books, documents and other records of the other party (electronic or otherwise) which are necessary for completion of this Agreement for the purpose of examination, copying and audit unless otherwise limited by law.
- 5. Confidentiality.** No reports, information, and/or data prepared or assembled by the Parties under this Agreement shall be made available to any individual or organization by either party without the prior written approval of the other party unless required by state or federal law. If COH IT staff in their work is exposed to proprietary data particularly related to Economic Development/Business Recruitment efforts, they shall not disclose that to either party to this agreement.

- 6. Compliance with Applicable Laws.** Parties shall comply with all federal, state, county and local laws, ordinances, and regulations applicable to the work to be done under this Agreement, including all applicable State and local public contracting provisions.
- 7. Insurance.** The Parties represent that they are insured according to the statutory limits set in the State of Oregon for any liability, property, or auto claims. The Parties represent that they will maintain insurance to cover any claim that may result from or arise out of this Agreement. COH is insured for workers' compensation as required by law and shall provide benefits as prescribed by the State of Oregon.
- 8. Indemnity and Hold Harmless.** The Parties individually accept responsibility for liability arising out of their individual performance of this Agreement. District shall hold harmless, and indemnify COH from any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from the District's negligent acts, omissions, activities or services provided pursuant to this Agreement. COH shall hold harmless, and indemnify District from any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from COH's negligent acts, omissions, activities or services provided pursuant to this Agreement.
- 9. Waiver, Severability.** Waiver of any default or breach under this Agreement by either party does not constitute a waiver of any subsequent default or a modification of any other provision(s) of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
- 10. Remedies.** In case of District's breach, COH shall be entitled to receipt of payments for work performed and to any other available legal and equitable remedies. In case of COH's breach, District shall be entitled to a refund of any prepayments of any work not performed and to any other available legal and equitable remedies.
- 11. Dispute Resolution.** The Parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the Parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually agreeable mediator for mediation. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This mediation procedure shall be followed to its conclusion prior to either party seeking relief from the court, except in the case of an emergency.

12. Attorney Fees. The Parties agree if any suit or action at law, in equity, or through arbitration is filed to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, costs, and disbursements in addition to any other relief to which that party may be entitled. If the prevailing party is represented by "in-house" counsel, it shall nevertheless be entitled to recover reasonable attorney fees based upon reasonable time, rates and charges generally accepted in the Morrow/Umatilla County, Oregon area for the type of legal services performed.

13. Notices/Point of Contact. All notice or demands of any kind required or desired to be given by the Parties must be in writing and shall be deemed delivered upon in-person delivery or depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at its address listed below:

City of Hermiston, Attn: City Manager
180 NE 2nd Street; Hermiston, OR 97838
Email: bsmith@hermiston.or.us PH: (541) 667-5002

Oregon Trail Library District, Attn: Kathy Street
200 South Main St., Boardman, OR 97818
Email: kstreet@otld.org PH: (541) 481-3365

14. Governing Law. The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Agreement must be brought in Umatilla County Circuit Court. If the claim must be brought in a federal forum then it shall be brought and conducted in the United States District Court for the State of Oregon. PARTIES AGREE TO THE JURISDICTION OF THESE COURTS.

15. Force Majeure. Neither COH nor District shall be responsible for delay or default caused by any contingency beyond their control, including, but not limited to war or insurrection, strikes or lockouts by the Parties' own employees, walkouts by the Parties' own employees, fires, natural calamities, riots or demands or requirements of governmental agencies other than COH or District.

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

17. Modification. No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both Parties. A written waiver, consent,

modification or change shall be effective only in the specific instance and for the specific purpose given.

18. Entire Agreement. When signed by the authorized representatives of both parties, this Agreement and its attached exhibit(s) is their final and entire Agreement. This Agreement supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

I HAVE READ THIS AGREEMENT INCLUDING THE ATTACHMENT(S). I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS AGREEMENT. I UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

OREGON TRAIL LIBRARY DISTRICT

Signature: *Kathy Street* Title: Library Director
Name (print): Kathy Street Date: 2/8/2023

CITY OF HERMISTON

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

Attachment A: Statement of Work

Sixteen assumed hours per month of service.

Current hourly billing rate: \$120 per hour.

Managed Help Desk

- Monitor, triage and remediate IT issues submitted by District staff
- Provide SLA agreement
- Ensure Help Desk solution is updated/patched and configured, adhering to best practices
- Train District staff on process for submitting help requests

Managed Server and Infrastructure Support

- Monitor servers and infrastructure
- Configure for optimal performance
- Maintain updates/patches for hardware and software
- Ensure compliancy for licensing/usage

Managed Workstations/Laptops/Software

- Windows OS patch management
- Maintain hardware/firmware updates
- Maintain updates for standard add-on software (i.e. Adobe Reader, Java, etc.)
- Remote management/support
- Installation and configuration of any new hardware such as servers, PCs, printers, peripherals, etc.
- Installation and configuration of any new software such as MS Office, version upgrades, etc.

Active Directory

- Audit current AD environment
- Remediate issues
- Configure for best practices
- Review group policy

Expectations:

To ensure COH's ability to provide satisfaction to District, the following provisions apply as appropriate to services contracted with COH. COH is pleased to offer a complete package of IT support services for District. The IT support package is designed to handle all District's

technology-related needs. All servers, workstations, and other network devices and Microsoft Operating Systems are considered covered items that will be maintained or serviced.

What this service covers and includes:

Vendor Liaison: COH will act as District's duly appointed representative and advocate. COH IT Team will diagnose problems and dispatch or contact third parties such as Internet service providers, hardware manufacturers, IT contractors, etc. when deemed necessary. The COH IT Team is not intended to replace third party/line-of-business applications support. District agrees to refrain from interacting with the third parties (except line-of-business application support) because it may result in misdirected activity and/or delay of resolution.

Best Interest: In the event of a failure or problem, remedial activities may commence prior to notifying District of the problem. This will allow the COH IT Team the ability to begin problem resolution, open trouble tickets with other vendors, or dispatch personnel with replacement parts when deemed necessary. In doing so, COH is acting in District's best interest to resolve the issue as quickly as possible. All efforts will be made to communicate any technology-related issues that arise to District as soon as possible.

Administrative Access: It is imperative that COH IT Team maintain and control administrative access to the District's network and be responsible for providing all other third parties with needed or requested access.

Approval of Hardware and Software: The COH IT Team will collaborate with District's appointed staff to procure hardware and software. COH's role will be to research, evaluate and recommend with final approval coming from District's designated IT liaison.

Advisory Role: To assist with proper planning and third-party services involving the network, telecommunications, data access, future growth or down-sizing, District will involve the COH IT Team in such discussions as an advisor.

IT Policy and Procedure: The COH IT Team will work with District's designated liaison to establish relevant IT policies and procedures based on best practices.

Support Tiers: The Help Desk will be the first point of contact for IT support requests and is considered Tier 1. Almost all support incidents begin in Tier 1, where the initial trouble ticket is created, the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated. Support incidents that cannot be resolved in Tier 1 immediately move to Tier 2 support. Generally, these are more complex support techniques on hardware/software issues that can be provided by more experienced support staff. Support incidents that cannot be resolved by Tier 2 support are escalated to Tier 3, where support is provided by the most qualified and experienced support staff who can collaborate with third party (vendor) support engineers to resolve the most complex issues.

Service Level Agreements (SLAs):

SLA 1: Service not available (not able to work, network down, workstation not turning on, etc.) This is an instant contact scenario. Submitting Help Desk Ticket is not required and may not be available. Contact information will be provided to District staff. Response time is immediate as possible.

SLA 2: Significant degradation in services (obvious slow network, internet, etc., but still functional). Submitting Help Desk Ticket required if possible. Depending on resources, impacted District staff will be provided with contact information for COH IT Team and instructed on appropriate time for direct contact. COH IT Team response time is within two hours during normal business hours.

SLA 3: Limited degradation of service. This is impacting resources, but business process can continue. Submitting Help Desk Ticket required. COH IT Team response time is within four hours during normal business hours.

SLA 4: Slight service degradation. This is when an issue needs to be researched or resolved but is not having a significant impact on business process. Submitting Help Desk Ticket required. COH IT Team will respond within one business day.

SLA 5: After hours support will be available for critical widespread outages as needed by District staff.



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of February 13, 2023

Title/Subject

A review and discussion of the 2nd Quarter FY2023 investment portfolio activity for the City of Hermiston.

Summary and Background

Per the Investment Policy for the City of Hermiston, a report must be made at least quarterly to the City Council to ascertain whether investment activities during the quarter have conformed to the Investment Policy Guidelines.

See that attached Investment Summary report for detailed information.

Tie-In to Council Goals

Fiscal Prudence

Fiscal Information

NA

Alternatives and Recommendation

Alternatives

1. Accept the 2nd Quarter FY2023 Investment Report as presented.
2. Do not accept the 2nd Quarter FY2023 Investment Report as presented.

Recommended Action/Motion

Accept the 2nd Quarter FY2023 Investment Report as presented.

Submitted By:

Mark Krawczyk, Director of Finance

Section 9, Item A.

FY2023 2nd Quarter Investment Summary Report									
Rating	Trade Date	Settlement Date	Par	Current Value	Cusip	Security	Coupon	Maturity	Callable

Fidelity Gov't Cash Reserves			\$55,987	\$55,987					
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Treasury Bills			\$110,000	\$109,898	912796XZ7	-----	ZERO	2/9/2023	NA
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CORPORATE - FINANCIALS/BONDS

A2/A-/AA-	03/22/22	03/24/22	\$70,000	\$69,936	48126DS83	JP Morgan	2.21	4/26/2023	NC
1.00 min rate/6.00 max rate/ libor +100									
F2F 3.25% Fixed until 4/27/20 then 3 month libor +40 bps									
A2/A-/AA-	10/24/2022	10/26/2022	\$200,000	\$198,706	46625HRL6	JP Morgan	Floater	10/24/2023	10/24/2022
A2/A-/AA-	5/11/2022	5/13/2022	\$100,000	\$99,732	06053FAA7	Bank of America	4.1	7/24/2023	NC
A2/A-/AA-	3/17/2021	3/19/2021	\$25,000	\$24,820	48126D6T1	JP Morgan	1.187	09/11/23	NC
3M LIBOR +100 bps									
Aa1/AA+	5/1/2019	5/3/2019	\$350,000	\$344,050	037833CG3	Apple	3.00	2/9/2024	12/9/2023
Aa2/AA-	10/6/2020	10/8/2020	\$200,000	\$196,468	166764BT6	Chevron	2.90	3/3/2024	1/3/2024
A2/A-/A+	10/6/2020	10/8/2020	\$90,000	\$90,036	06051GHE2	Bank of America	1.04	3/5/2024	3/5/2024
Aa1/AA	10/30/2020	11/3/2020	\$115,000	\$113,187	30231GAC6	Exxon Mobil	3.18	3/15/2024	12/15/2023
A2/A-/AA-	9/29/2020	10/1/2020	\$135,000	\$133,385	46647PBQ8	JP Morgan	1.51	6/1/2024	6/1/2023
F2F 1.514 Fixed until 6/1/2023, then 3M SOFR +145.5 bps									
A2/A-/A+	9/21/2020	9/23/2020	\$150,000	\$149,100	06051GHL6	Bank of America	3.86	7/23/2024	7/23/2023
F2F 3.864 Fixed until 7/23/2023 then 3 month libor +94 bps									
Aa2/A+/AA-	11/5/2021	11/9/2021	\$200,000	\$192,836	341081FZ5	Florida Power & Light	2.85	4/1/2025	3/1/2025
Aa2/A+	7/12/2022	7/29/2022	\$100,000	\$97,661	3134GXG32	Shell International	3.25	5/11/2025	Make Whole
A1/BBB+/A+	3/24/2022	3/28/2022	\$240,000	\$233,143	949748BP9	Wells Fargo	3.55	9/29/2025	NC
A1/BBB/A+	3/24/2022	3/28/2022	\$100,000	\$95,464	95000U2H5	Wells Fargo F2F	2.41	10/30/2025	10/30/2024
F2F 2.406 FIXED until 10/30/2024 then LIBOR +82.5 BPS									
A1/BBB+	8/3/2021	8/5/2021	\$40,000	\$34,678	95001DB25	Wells Fargo Step Up	1.00	2/21/2026	8/21/2022
1.00 @ 8/1/2020, 1.19 @ 8/1/2024, 1.50 @ 8/1/2025									
A2/A-	8/23/2021	8/25/2021	\$250,000	\$239,643	91159HMH5	US Bank	3.10	4/27/2026	3/27/2026
A1/BBB+/A+	9/27/2021	9/29/2021	\$150,000	\$141,113	95000U2N2	Wells Fargo F2F	2.19	4/30/2026	4/30/2025
2.188 Fixed to 4/30/2025, then 1 DAY SOFR + 200bps									
A2/A-	7/20/2021	7/22/2021	\$60,000	\$54,955	06051GJD2	Bank of America	1.32	6/19/2026	6/19/2025
TOTAL CORPORATE BONDS			\$2,575,000	\$2,508,913	-2.57%	(\$66,087)			

MUNICIPALS

Aa3/AA	6/30/2020	7/2/2020	\$75,000	\$74,700	072024WN8	Bay Area CA Toll Bridge Rev	2.18	4/1/2023	-
Aa2/A+	12/29/2020	12/31/2020	\$95,000	\$93,959	68587FAF1	Oregon Edu Dist Full Faith Pens	3.62	6/30/2024	-
Aa2/-/AA	7/15/2020	7/17/2020	\$200,000	\$193,446	73474TAQ3	Port of Morrow OR Trans Rev	2.18	9/1/2024	-
/AA	7/9/2020	7/15/2020	\$70,000	\$67,642	861398CH6	Stockton CA Pub Fin Wtr Rev	2.37	10/1/2024	-
Aa2/AA+	7/17/2020	7/22/2020	\$200,000	\$196,844	5447ERW6	Los Angeles Cnty Pub Wks Fing	3.74	12/1/2024	-
Aa2/AA+	7/8/2020	7/10/2020	\$25,000	\$24,187	79765DS27	SF CA City and Cnty COPS	2.85	4/1/2025	-
-/AA+	7/21/2020	7/23/2020	\$25,000	\$24,233	904121NE6	Umatilla Cnty OR SD No 8	3.02	6/15/2025	-
Aa1/	7/8/2020	7/10/2020	\$125,000	\$115,947	9397203H9	WA St Ctrfs Partn Rev	1.20	7/1/2025	-
TOTAL MUNICIPALS			\$815,000	\$790,958	-2.95%	(\$24,042)			

CALLABLE AND BULLET AGENCIES / US TREASURIES

Aaa/AA+	10/24/2022	10/25/2022	\$250,000	\$249,527	3133ENV98	FFCB	4.67	7/26/2023	Continuous
Aaa/AA+	11/5/2021	11/24/2021	\$150,000	\$144,729	3130APT96	FHLB	0.50	11/24/2023	2/24/2022
Aaa/AA+	5/11/2022	5/24/2022	\$100,000	\$98,217	3130ARZ95	FHLB	2.70	11/24/2023	5/24/2023
AA+	10/24/2022	10/25/2022	\$265,000	\$263,776	3130ATLH8	FHLB	4.50	11/27/2023	Continuous
Aaa/AA+	11/8/2021	11/22/2021	\$200,000	\$191,408	3130APP58	FHLB	0.63	2/22/2024	2/22/2022
AA+			\$100,000	\$98,839	3134GXW91	FHLMC		9/20/2024	
Aaa/AA+	10/24/2022	10/25/2022	\$200,000	\$199,766	3134GX54C4	FHLMC	5.00	11/8/2024	5/8/2023
Aaa/AA+	11/5/2021	11/22/2021	\$150,000	\$140,587	3130APTD7	FHLB	0.84	11/22/2024	2/22/2022
Aaa/AA+	12/21/2021	12/30/2021	\$125,000	\$117,333	3130AQEX7	FHLB	1.05	12/30/2024	3/20/2022
AAA/AA+	4/25/2022	4/28/2022	\$125,000	\$121,388	3130ARN72	FHLB	3.00	1/28/2025	7/28/2022
Aaa/AA+	6/24/2021	6/30/2021	\$200,000	\$180,625	3130AMT28	FHLB	1.00	6/30/2026	12/30/2021
Aaa/AA+	11/5/2021	11/23/2021	\$250,000	\$231,270	3130APSX4	FHLB	0.75	11/23/2026	2/23/2022
AAA/AA+	7/12/2022	7/13/2022	\$200,000	\$194,660	3130ASF53	FHLB	3.25	6/30/2027	6/30/2023
AA+	7/12/2022	7/13/2022	\$200,000	\$195,076	3134GXG32	FHLB	4.00	7/27/2027	1/27/2023
TOTAL AGENCIES			\$2,265,000	\$2,427,201	7.16%	\$162,201			

	PAR	CURRENT VALUE		INVESTMENT METRICS			
				TARGET		ACTUAL	
TOTAL INVESTABLE PORTFOLIO	\$5,820,987	\$5,892,957	1.24%	CASH RESERVES	NONE	55,987	0.66%
				T-BILLS	NONE	109,898	1.30%
LGIP @ 12/31/2022***	\$2,622,347	\$2,622,347	1.90%	CORPORATES	35%	2,575,000	30.50%
				MUNICIPALS	10%	815,000	9.65%
TOTAL INVESTMENTS @ 12/31/2022***	\$8,443,334	\$8,515,304		AGENCIES / BULLETS	NONE	2,265,000	26.83%
				LGIP	NONE	2,622,347	31.06%
TOTAL LIQUIDITY / FF&C (including ARPA Funds)		\$7,527,956	89.16%	TOTAL			100.00%

**PURCHASED IN 2ND QUARTER FY2023

***Less ARPA funds \$3,948,766 treated as restricted

Total Funds Invested (including ARPA Funds) \$12,464,070

Weighted Avg Maturity	TARGET	ACTUAL
	2.5 yrs	1.892
% of portfolio callable	75%	70.38%



OREGON
STATE
TREASURY

Oregon Short Term Fund

Rate Changes:

January 27, 2023	3.75%
January 6, 2023	3.35%
December 8, 2022	3.10%
November 16, 2022	2.85%
November 1, 2022	2.50%
October 11, 2022	2.20%
September 8, 2022	1.90%
August 10, 2022	1.65%
July 20, 2022	1.40%
June 27, 2022	1.15%
May 27, 2022	0.90%
May 10, 2022	0.75%
April 7, 2022	0.65%
March 16, 2022	0.55%
October 13, 2021	0.45%
July 29, 2021	0.55%
March 1, 2021	0.60%
October 21, 2020	0.75%



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of February 13, 2023

Title/Subject

Eastern Oregon Trade and Event Center (EOTEC) Branding Research

Summary and Background

As the City began working on the transition of EOTEC to full city operational control, staff began to discuss the idea of rebranding EOTEC to more closely follow the City's "Where Life is Sweet" (WLS) branding. Along with those discussions the question came up related to renaming EOTEC.

Based on these two items, the City engaged Focal Point Marketing to explore both of these questions/ideas. Focal Point was the group that worked with the City to develop the current WLS branding scheme for the City. They conducted 30 individual interviews and utilized a targeted online survey that received 102 responses.

Based on that outreach the following results were received:

Changing EOTEC Branding

- 63% strongly or somewhat support rebranding (all respondents)
 - 71% of General Community
 - 56% of Businesses

Renaming EOTEC

- 51% strongly or somewhat support renaming (all respondents)
- 29% neutral

Based on the relatively slim margin of support for the renaming piece, Focal Point encouraged me to bring these items to our two major stakeholders (Umatilla County Fair and Farm-City Pro Rodeo). First, I presented these ideas to the EOTEC Advisory Committee and then I attended the respective board meetings for each organization the week of January 16th. I had a great conversation with each of them. Both groups were supportive of changing the EOTEC branding. However, there was still not a strong consensus on the idea of renaming EOTEC. There was more interest in renaming than I expected.

Tie-In to Council Goals/Values

16. Assess EOTEC facility management alternatives

Fiscal Information

An estimated cost for doing the EOTEC rebranding work and limited renaming work would be between \$15,000 and \$20,000.

Alternatives and Recommendation

Alternatives

- 1. Instruct Staff to move forward with rebranding
- 2. Instruct Staff to move forward with rebranding/renaming
- 3. Instruct Staff to stop working on this issue

Recommended Action/Motion

Instruct Staff to move forward with rebranding/renaming.

Submitted By:

Byron D. Smith