



CITY COUNCIL

AGENDA

MONDAY, MARCH 23, 2026

Where Life is Sweet

COUNCIL CHAMBERS - 180 NE 2ND ST.

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

*Zoom with Meeting ID: 830 8568 6765 Passcode: 337991
Telephone number to join is: 1 253 215 8782; or submitting comments to
meetings@hermiston.gov*

For written electronic public comments to be part of the official record, sender must provide their full name and place of residence and comments must be received within the time frame given for the item under discussion. The City Recorder will respond/confirm to sender that their electronic comment was received and will be made part of the record; or, if their electronic comment is not able to be made part of the record, the City Recorder will respond to the sender and state the reason(s) why.

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

A. Public Safety Center Tour - 330 S. 1st St. The Public is Invited to Attend.

2. ADJOURN WORK SESSION MEETING

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

4. DECLARATION OF QUORUM

5. FLAG SALUTE

6. PRESENTATIONS

A. Presentation- PATH/Stepping Stones Alliance

7. CITIZEN INPUT ON NON-AGENDA ITEMS

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

8. CONSENT AGENDA

- A. Appointment Recommendation to Randall Gerard for Budget Committee Position #2 ending December 31, 2028
- B. Appointment Recommendation for Dean Fialka to Planning Commission Position #6 ending March 31, 2029
- C. Appointment Recommendation for Tami Rebman to Planning Commission Position #5 ending March 31, 2029
- D. Committee Vacancy Announcements
- E. Final Plat- Upland Meadows Phases 3 & 4 4N2802A Tax Lot 500 - 811 E Theater Lane
- F. Final Plat - Henry K's Phase 2 Hermiston Home Works Inc 4N2813BC Tax Lot 3000 1125 SE 10th St
- G. Public Notice of the May 19, 2026 Primary Election- Candidate Listing.
- H. Minutes of the March 9, 2026 City Council Work Session and Regular Meeting

9. ITEMS REMOVED FROM CONSENT AGENDA

10. ORDINANCES AND RESOLUTIONS

- A. Ordinance No. 2381 – Amending Chapter 116 of the Hermiston Code of Ordinances to Increase Mobile Vending Licenses and Other Text Amendments
- B. Resolution No. 2413- Approving a Purchase & Sale Agreement to sell 10 acres of land, known as Cook3A1 within the South Hermiston Industrial Park.
- C. Resolution No. 2414 - Review and Approval of Master Fee Schedule Updates
- D. Resolution No. 2415- Approving an equipment procurement for UV Disinfection equipment at the Recycled Water Treatment Plant.
- E. Resolution No. 2416- Authorize Sewer Loan Application
- F. Resolution No. 2417- Well #6 Chlorination Structure Contract Award.

11. OTHER

- A. Future of the Carnegie Building Discussion
- B. February 2026 Monthly Financial Report

12. COMMITTEE REPORTS

- A. City Committee and Liaison:

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

Stones Alliance (not a City Committee), Public Finance, Sanitary Disposal & Curbside Recycling, Vacancy Review

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

13. 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.

2025 ANNUAL REPORT



Prepared by:
Jesalyn C. Cole

2025 HIGHLIGHTS

Thanks to the support of many, we continue to accomplish big milestones! Here are a few from 2025:

February – Fans installed in Sleep Center bathrooms with grant dollars.

March – Three water spigots installed on campus with grant dollars.

April – Received a grant to create an outdoor garden and purchase planters and flowers. Began partnership with HHS construction class to build raised garden planters.

May – Participated in **I Love My City** with free haircuts available. Parking lot improvements made with grant dollars.

June – 1st anniversary of Individual Shelter Units. Delivery of new washers/dryers purchased with grant dollars.

July – Added an awning onto the Sleep Center and added visitor parking signs.

August – Screening of Hollywood movie, “No Address,” at Hermiston Cinema, sponsored by AWS.

October – Solar panel project completed with ribbon-cutting event. Hosted 2nd annual fundraising gala: Enchanted Garden.

November – Added two additional Individual Shelter Units (Thank you Marlette/Clayton Homes!), replaced and added trees, and added electricity to two storage sheds.

December – Celebrated 3rd year of consecutive service to guests in the Sleep Center!



OUTREACH

Our focus continues to include outreach and community education. It is important that everyone is aware of our services. We are providing shelter, and so much more, to those in need. We regularly attend, participate, and present at area events. We attend area meetings to spread the word and help our community at large to better understand what we are doing and why.

Below is a further re-cap of 2025:

10 total presentations to the city councils of Echo, Stanfield, Hermiston, and Umatilla, as well as Umatilla County commissioners.

12 presentations to civic/service organizations and/or church congregations.

27 scheduled group tours to community partners, organizations, and supporters; along with countless impromptu tours for community members and supporters.

We participated in five community resource events with information for the general public.

We participated in monthly meetings for PATH, Hermiston's Faith Advisory Council Committee, Eastern Oregon Shelter Collaboration, Home for Hope, Oregon Continuum of Care, and our own board meetings. We also attended quarterly meetings for the Local Planning Group in Pendleton, the Community Action Group of Eastern Oregon, and the Food Insecurity planning group.

We invite you to come take a tour in person!

Visit our facebook page and/or website for a virtual tour.

We'd love to come to you, give an update, and answer questions you have about our work. Reach out to schedule with us!



SLEEP CENTER

The Sleep Center continues to offer a low-barrier solution to those seeking overnight shelter, meaning we are an emergency, temporary shelter designed to minimize obstacles for people experiencing homelessness. We have been in continuous operation every night since opening in December of 2022. We allow immediate access without requirements like sobriety, identification, income, or background checks. We encourage stability and safety for vulnerable populations; including accommodating pets and families.



Cindi Jorgensen
Sleep Center Coordinator



Our Reverse Advent Calendar was very well received by individuals, as well as community groups, in December. We were grateful for the many donations!

We continue to rely on volunteers to help with serving breakfast and guest check-out, as well as evening check-in procedures. Meals are generously donated by individuals in the community, service organizations, local restaurants, and churches. Our guests are fortunate to have the support of so many. SSA appreciates the thousands of dollars of in-kind donations for our guests.

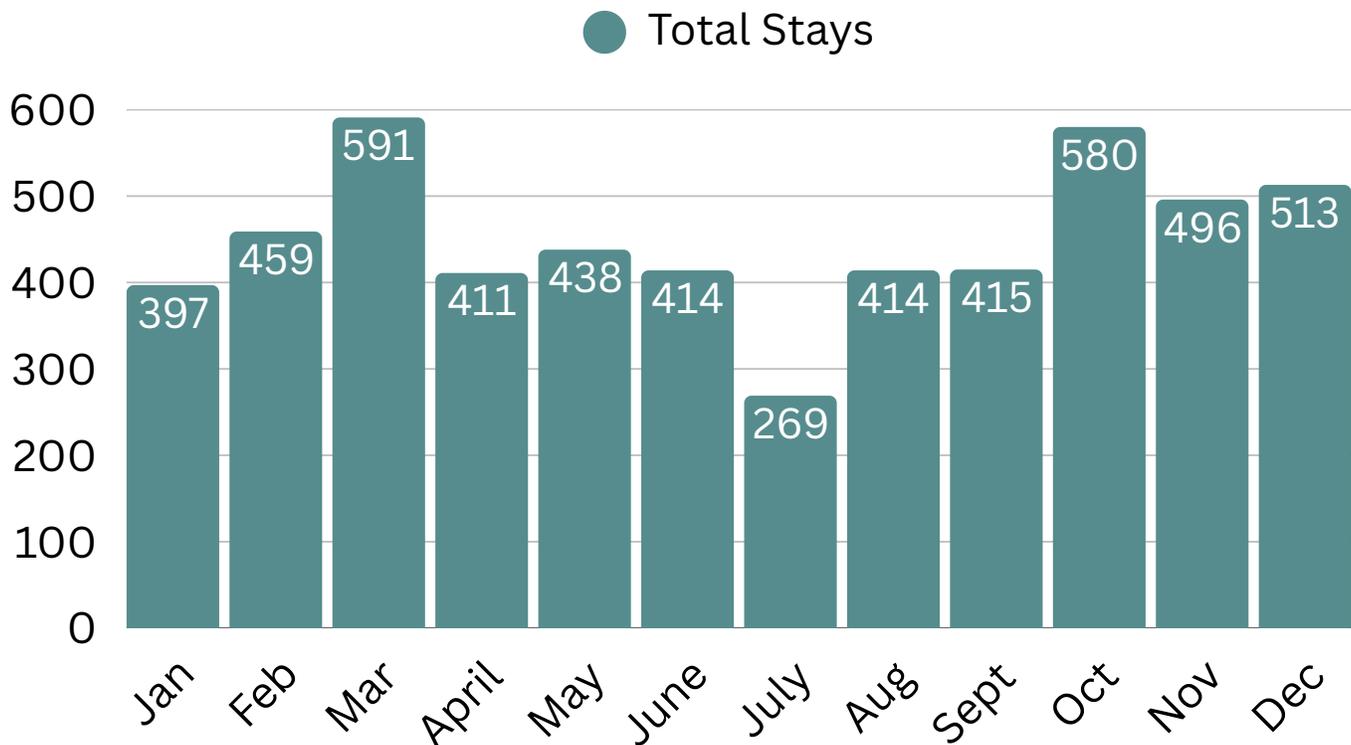
Transportation is available from a pick-up location in downtown Hermiston, or guests arrive independently. They are welcomed into the center, fed an evening meal, and given a safe place to sleep for the night. Breakfast is served in the morning before guests depart for the day. Transportation is then offered back to the same location downtown.

Overnight security is contracted through Phoenix Protective Services.



SLEEP CENTER NUMBERS

With average nightly stays ranging from 10-20 guests, the Sleep Center is offering a much-needed service in the region. Over 5,000 overnight stays occurred in 2025 representing well over 350 unique individuals.



Once a guest has stayed 14 consecutive nights at the Sleep Center he/she qualifies to transition into membership and works with our Navigation Director on the next steps to get into an Individual Shelter Unit.

NAVIGATION CENTER

Our Navigation Center and Individual Shelter Units opened in June of 2024. We continue to build the services and resources available to members.



Carolina Delgado
Navigation Center Director

Members set and work toward goals while staying on campus. Some categories include: employment, housing, budgeting, physical health stability, mental health stability, substance use disorder treatment, obtaining documents, and/or obtaining benefits. Each member works one-on-one with Carolina to set and progress toward their individual goals. She works hard to link our members with the appropriate resources to meet with success.



Members have access to computers, washer/dryer, kitchen, showers, and the group area that includes games, books, and puzzles. Staff is on hand daily to help with resume building, applications, etc. We offer a shuttle schedule Monday-Friday for members to be able to run errands. We strive to build a community where members are growing in hope, independence, and accountability. We celebrate birthdays, personal milestones, promote peer support, offer field trips, and host craft and social activities. We work to show members what a home looks and feels like, and how they can create that for themselves.

SUCCESSES

We were able to add two additional ISUs on campus at the end of 2025. In the 18 months of our ISUs being available, we have successfully transitioned 18 individuals to permanent housing. Our primary goal is for our members to find sustainable, permanent housing, not quick fixes. We want to see success, so we strive to build a community that creates stability for members while they are here, and independence beyond our campus. We are working on long-term goals and long-term solutions, and this takes time.



Stepping Stones Alliance works with a vulnerable population filled with unique individuals. Each has his/her own, unique history, along with hopes for the future. Through our Navigation Center and staff, we work one-on-one to set goals and link each member to the community resources that will help them achieve those goals. Dealing with government bureaucracy is challenging for the best of us, but for those with limited means and difficult situations it is even harder without an advocate in your corner. We become that advocate and assist our members to navigate and persevere through the challenges.

Here are a couple recent member stories:

*names have been changed to protect the privacy of our members

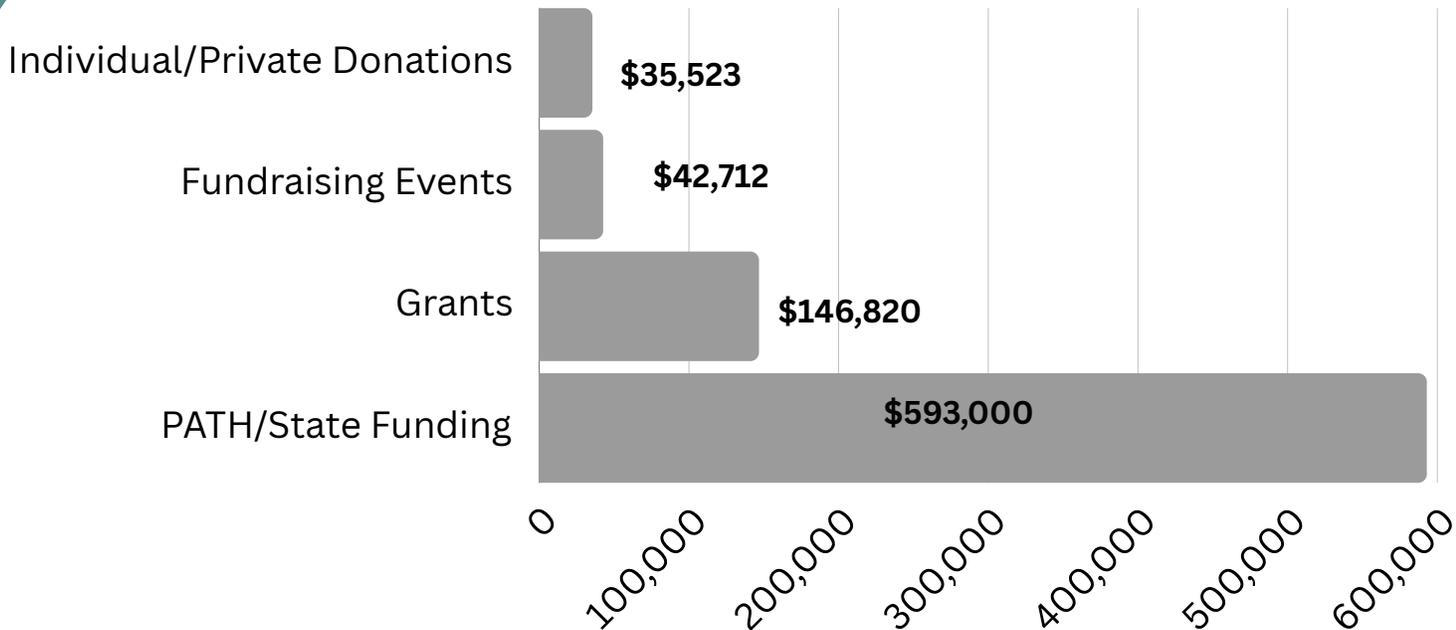
Steve came to the shelter fleeing domestic violence. He had been in an abusive relationship in another state and wasn't sure where to turn or even where was safe. Over several weeks, we were able to build trust with Steve and get more information about his background. He had cut all ties with his family years prior, but was open to the idea of reaching out to them. We were able to facilitate a reconciliation, and he was welcomed back by his parents (who had known nothing of the abuse or his whereabouts).

His mom sent a follow-up letter of gratitude stating, "We want to thank you so much for the help you gave our son. Because of you, he will now get his life back."

John moved to the area to live with family after his wife of many years passed away from cancer. The living situation did not work out, and he was left homeless, with little to no resources. John, a Veteran in his 80s, was lost without his wife. We began working through the process of getting him linked to Veteran resources. This involved a lot of navigating through the system to get the documents he needed to prove his service. His daily walks with his dog brought him solace, and he began to connect with staff and other members.

The connection made with our Veteran services partner eventually got John the resources he needed, and his own apartment.

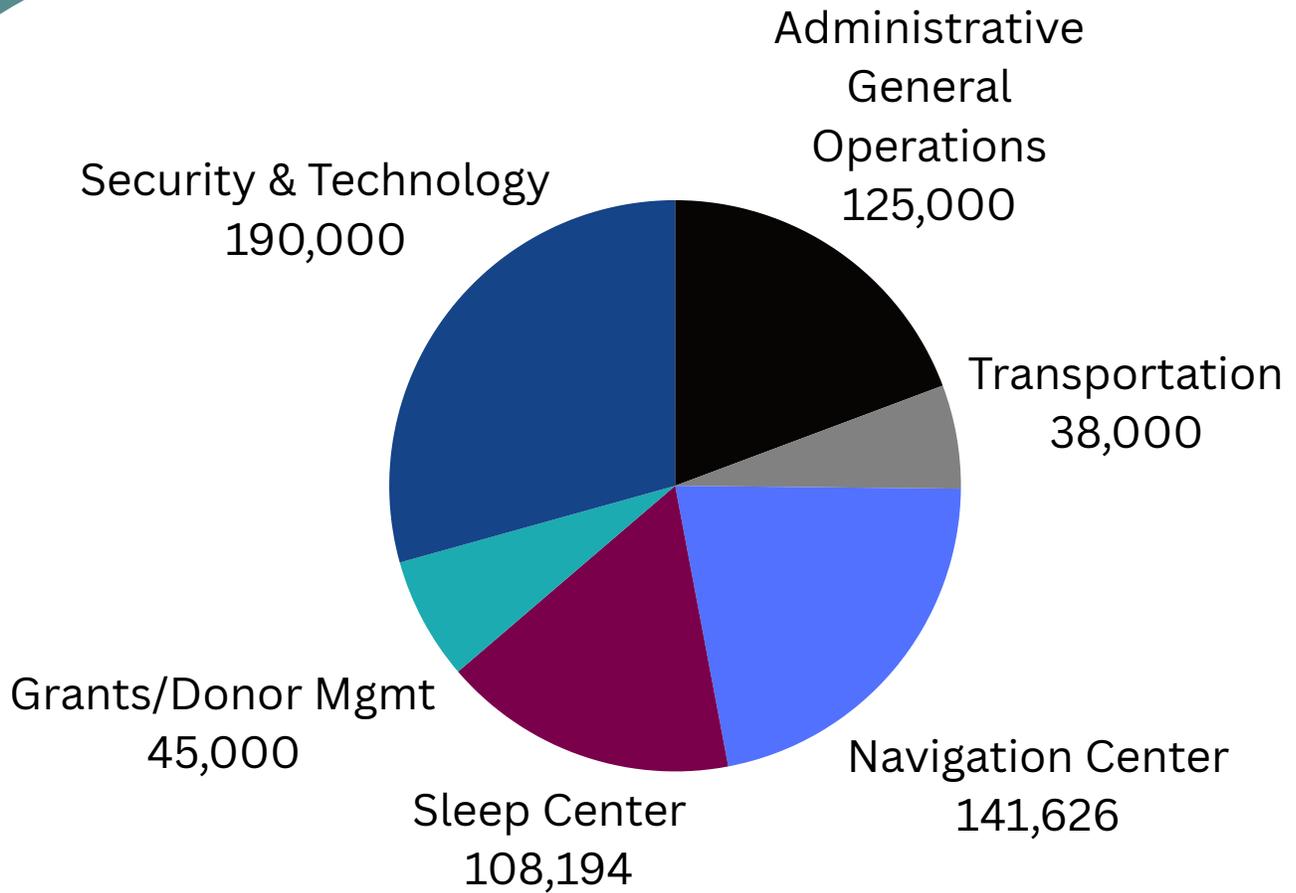
REVENUE



We operate the Sleep Center 12 hours a day, 7 days a week and have members on site 24 hours a day, 7 days a week with the Navigation Center and ISUs. We operate with 8 staff members and have contracted overnight security staffing. Thanks to every donation, small and large, we are able to offer necessary resources to our guests and members. Funding opportunities for future revenue are constantly being researched and explored. Grants, sponsorships, private donations, and fundraising events are all being worked on as we continue to grow and add services.

EIN 84-4739478

EXPENSES IN USD



Administrative General Operations (19.3%) include: administrative staffing, insurance, utilities, phone, office supplies

Sleep Center Expenses (16.7%) include: staffing, guest supplies

Navigation Center Expenses (21.9%) include: staffing, member programming, supplies, Individual Shelter Unit maintenance

Security & Technology Expenses (29.3%) include: security staffing, IT, website, system monitoring costs

Transportation Expenses (5.9%) include: fuel, staffing, shuttle maintenance

Grants/Donor Management Expenses (6.9%) include: grant writing and management, outreach, software, fundraising

ANNUAL GALA

Sponsors and attendees made our second annual gala, the 2025 Enchanted Garden, a fun and successful evening for all! With your help, our net after expenses was \$42,712!



FUNDS FROM THE GALA

Monies raised at the annual gala help with costs not covered by state/contracted funding. This year our 'silent auction' was a fund-a-need option and bidders were able to purchase: shuttle fuel, cleaning supplies, outreach lunches, dishes for the members, breakfast foods, bedding and mattresses, monthly birthday cakes for members, laundry supplies, guitars, and other class materials for members.

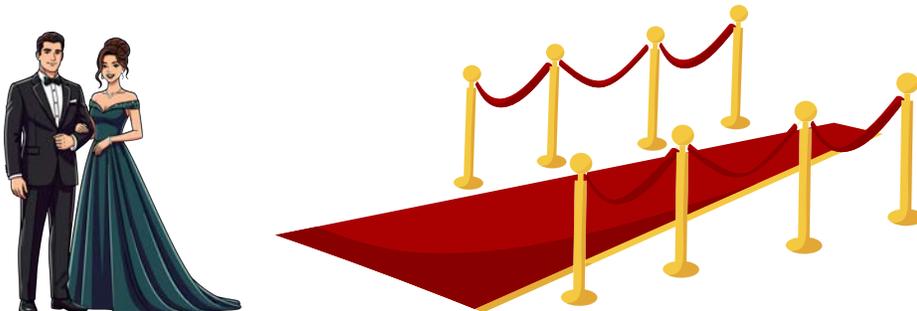
ANNUAL GALA

2025 Sponsors and Supporters:

AWS InCommunities, Atkinson Staffing, Clayton Homes, Banner Bank, Rylee Kaye Photography, UEC, Wheatland Insurance, VegOut, Anderson Boylan & Ramos, Hermiston Generating Plant, Rogers Toyota, Lifetime Vision Source, Delish, Inland Tarp & Cover, CG Catering, Kirby Nagelhout Construction, Hermiston Kiwanis, Safeway, Specks Printing, Midway Bar & Grill, Sassafras Flowers by Shera, Cupcake Paradise, Waste Connections, Julie & Kim Puzey, Susan Ross, John & Cathy Lloyd, Kalinda Harris, Linda Turner, Dan Dorran, 3rd Story Creations, The Maxwell House, DJ Montes, EOTEC, Topsy Boards, Peter Cole, Aden Blake Films, Knerr Construction, NW Farm Supply, Micah Mercer, HHS Construction class, Desert Lanes, EOMS, Follett's, Echo Ridge Cellars, OMG Burgers, City of Umatilla, Andee's Boutique, Hale's, USA Subs, Carson Oil, Nookies, Lucky Endz Gifts, Woodworking Specialties, Hermiston 8 Cinema, Angie Markwick, Aloras Winters, The Homemade Bakery, Carrie's Custom Confections, Sweet Caroline's Treats, Chuck Barnes, Roger Condie, Kelly May, Kire Barraza-Ross, Phil SpicerKuhn, Carolina Delgado, Cindi Jorgensen, Zak Shasteen, Ross McIntire Bland, Michael Gilliland, Greg Plano, Skyler Whalon, and more!

SAVE THE DATE

for Saturday, October 10, 2026 and join us for an evening on the Red Carpet! Watch for more details as we get closer. Interested in sponsoring? Reach out and we'll get you information!



GRANTS & DONATIONS



Jesalyn Cole
Executive Director

Securing funds to ensure that the day to day can happen is a constant activity. The community continues to be supportive in **MANY, MANY** ways, from volunteering time, donating meals, dropping off grocery items, making community connections for future partnerships, and giving financially. Our guests and members benefit greatly from the ongoing community support.

Grants in 2025:

Schnitzer Cares

(Umatilla and Pendleton High Schools)

Amazon ChangeX

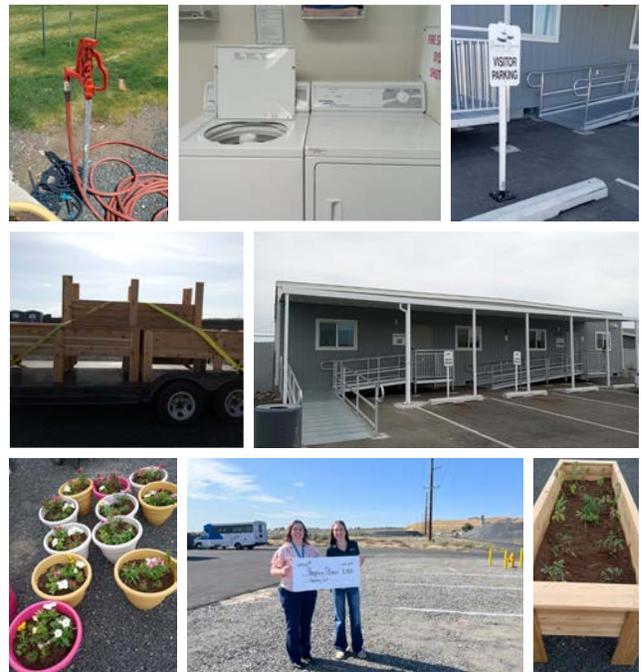
WalMart Store

WalMart DC

AgWest Farm Credit

Roundhouse Foundation

Wildhorse Foundation



Grant funding in 2025 financed planters and community garden supplies, commercial washers and dryers for both the Sleep Center and Navigation Center, bathroom fans, three water spigots, an awning on the Sleep Center, parking lot improvements, transportation staffing, the addition of electricity in two storage sheds, and overall operations.

NEXT STEPS

This third annual report takes a look at the progress that has been made.

Our next steps and goals include:

- continued growth in partnerships with area resources
- financial sustainability and diversification of funding sources
- further volunteer and in-kind donation recruitment
- continued outreach through social media, community events, informational brochures, and presentations
- street outreach
- assisting members in educational and/or vocational development
- teaching financial management and other life skills through the Navigation Center
- completing the outdoor common space with pavilion and cooking area
- planning for and upgrading the bathroom/shower trailer
- completing the suppression system and installing the stove in the Navigation Center
- creating a memorial garden for members to have a quiet place for reflection and to remember those we have served and lost



BOARD OF DIRECTORS

Our board of directors is made up of volunteers who focus on the high-level strategy, oversight, and accountability of our organization. They guide our long-term success, inclusive of our overall mission and financial stability.



Roger Condie
Board Chair



Chuck Barnes
Board Vice Chair



Phil Spicerkuhn
Board Secretary



Kire Barraza Ross
Board Member



Kelly May
Board Member

New board members, Jami Tait and Cristina DeAnda, joined SSA in December, and we look forward to their contributions!

Roger Condie was re-elected to serve as board chair in 2026. Kire Barraza Ross is serving as vice chair and Kelly May is the newly elected secretary. The board is still actively seeking a volunteer to serve in the treasurer role, that is supported by our retained CPA firm.

STAFF MEMBERS

We have five phenomenal staff members who oversee our day-to-day operations.

They drive, cook, clean, assist members, handle check-in and check-out, oversee the reception area, and so much more!

Outside of the daily operations; Zak focuses on IT, technology, and writing the monthly newsletter. Ross brings his own lived experience and assists with member goals through one-on-ones and navigation. They have both celebrated their 1-year work anniversaries with us and we hope they continue to offer their compassion and encouragement to guests and members at Stepping Stones for a long time.



Photo left to right:
Zak, Greg, Cindi,
Michael, Carolina,
Jesalyn, Ross, and
Skyler successfully
completing a
teambuilding exercise.

Michael is our Mr. Fix-it, with a background in construction, he gets most of the maintenance tasks. Greg shares his lived experience and love for music offering a creative side to member classes, as well as his attention to detail through his editing prowess. Skyler shares her creative skills through her contributions to all things office related on bulletin boards, holiday decorations, organization of supplies, and so much more! These three joined the team in 2025 and have been amazing additions. They each bring a unique skillset that rounds out what SSA is offering guests and members daily.

Photo left to right:
Skyler, Zak, Greg, Carolina,
Ross, Cindi, Jesalyn,
and Michael at the 2025
Enchanted Garden Gala.



CONTACT US



SIGN UP FOR OUR NEWSLETTER

<https://stepping-stones-alliance.org/contact/>



WEBSITE

www.stepping-stones-alliance.org



FACEBOOK

@steppingstonesalliance



INSTAGRAM

@steppingstonesalliance



MAIN PHONE

(541) 561-3680



EMAIL

executivedirector@stepping-stones-alliance.org





PUBLIC ANNOUNCEMENT

The City is accepting applications for the following Committees:

1. Budget Committee

- Positions 1 & 2: 3-year term ending December 31, 2028 (Advertised 09/23/2025)
- Position 4: Remaining 3-year term ending December 31, 2026 (Advertised 10/14/2025)

2. Planning Commission

- Positions 4, 5, & 6: 3-year term ending March 31, 2029 (Advertised 01/28/2026)

3. Airport Advisory Committee

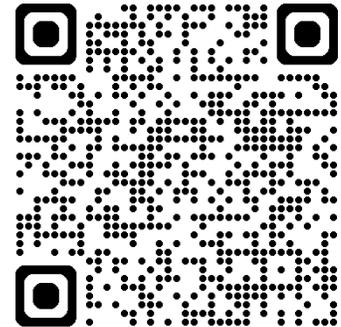
- Position 2: Remaining 3-year term ending October 31, 2026 (Advertised 11/08/2024)

4. Hispanic Advisory Committee

- Position 1: Remaining 3-year term ending June 30, 2026 (Advertised 11/17/2025)
- Position 5: Remaining 3-year term ending June 30, 2028 (Advertised 01/28/2026)

Deadline to apply for Committees: Open Until Filled

Applications and more information about these and all other City Committee's, Board's, and Commission's can be found on the City's website at: <https://hermiston.or.us/volunteer> or by using the QR Code. Have questions or are interested in applying? Reach out to Lilly Alarcon-Strong at: City Hall, 180 NE 2nd Street, Hermiston, at lalarcon-strong@hermiston.gov, or at 541-567-5004.



Proposed appointment(s) and confirmation(s) of these positions are made by the City Council. All appointments to city boards and commissions shall be made in accordance with the ordinances and city charter. Appointees shall not be full-time employees of the city, shall not be elected officials of the city, shall not be appointed to more than two boards or commissions at a time, and shall not sell to the city or its boards and commissions over which the council has appointive powers and budget control either directly as a prime contractor or supplier, or indirectly as a first-tier subcontractor or supplier. Sales shall be construed to mean sales, services or fees aggregating \$20,000 or more in any one calendar year. Preference for appointees shall be given to city residents.



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of March 23, 2026

Title/Subject

Final Plat- Upland Meadows Phases 3 & 4 4N2802A Tax Lot 500 - 811 E Theater Lane

Summary and Background

Redmond Land Group, LLC has submitted a final plat prepared by AKS Engineering & Forestry LLC for phases 3 and 4 of the Upland Meadows subdivision. The planning commission preliminarily approved this 12-phase subdivision at their January 10, 2024, meeting. Phases 3 and 4 includes forty single and two-family lots ranging in size from 6,000 to 7,281 square feet. The residential lots are zoned Medium-High Density Residential (R-3).

The approval of the preliminary plat was subject to 11 conditions of approval, 7 of which are applicable to the final plat for phases 3 & 4. The criteria that are applicable to the decision to accept the final plat are contained in 154.46 of the Hermiston Code of Ordinances.

The final plat requirement and preliminary plat conditions of approval are attached to this report as Exhibit A. The findings have been prepared by the applicant's representative. The map showing the property boundary and adjacent streets is attached as Exhibit B. An aerial photo is attached as Exhibit C. The final plat as prepared by the surveyor is attached as Exhibit D.

Tie-In to Council Goals

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

Fiscal Information

The forty R-3 lots will result in forty new housing units with an average price range of \$350,000 to \$475,000. At full build-out Phases 3 & 4 will generate a total of approximately \$81,520 in revenue for the city each year.

Alternatives and Recommendation

Alternatives

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

Recommended Action/Motion

Staff recommends the city council approve the final plat.

Submitted By:

C.F. Spencer, Planning Director

January 23, 2026

City of Hermiston
Building & Planning Department
180 NE 2nd Street
Hermiston, OR 97838

RE: Final Plat Application – Upland Meadows Phases 3 and 4

Please accept this letter and the enclosed materials on behalf of Redmond Land Group, LLC (Applicant), for the Final Plat Application for Upland Meadows Phases 3 and 4. The City of Hermiston Planning Commission approved a preliminary plat for the Upland Meadows subdivision located at 811 E Theater Lane on January 10, 2024. The preliminary plat was approved with conditions, which have been met and are addressed in this narrative, along with the applicable final plat requirements in Code of Hermiston Chapter 154. These findings are supported by substantial evidence in the Final Plat Application, including the Final Plat, completed Final Plat Review Form, and the January 16, 2024 Preliminary Plat Approval Letter. Considered together, this information provides the necessary basis for the City to approve the application.

Applicable Criteria

Code of Hermiston

Title 15 Land Usage

Chapter 154 SUBDIVISIONS

Final Plat

154.45 Submission to City Council

The final plat shall be submitted to the City Council in a form as prescribed by the statutes of the state and as acceptable to the city. In addition to the requirements of the law, the subdivider shall provide the city with three prints on transparencies acceptable to the City Planner, and three prints thereof, together with copies of any deed restrictions where such restrictions are too lengthy to be shown on the plat; provided, however, that these transparencies need not be submitted until the final plat has been approved by the City Council.

Response: The Final Plat (Exhibit B) has been prepared by a Professional Land Surveyor (PLS) registered in the State of Oregon in the form prescribed in Oregon Revised Statute (ORS) Chapter 92. Copies of the plat can be provided to the City in the manner described in 154.45. The requirements are, or can be, met.

154.46 Final Plat Requirements

The final plat shall show:

- (A) The boundary lines of the area being subdivided, with accurate distances and bearings;
- (B) The lines of all proposed streets and alleys with their width and names;
- (C) The accurate outline of any portions of the property intended to be dedicated or granted for public use.
- (D) The line of departure of one street from another;

- (E) The lines of all adjoining property and the lines of adjoining streets and alleys with their widths and names;
- (F) All lot lines together with an identification system for all lots and blocks;
- (G) The location of all building lines and easements provided for public use, services or utilities;
- (H) All dimensions, both linear and angular, necessary for locating the boundaries of the subdivision, lots, streets, alleys, easements, and other areas for public or private use. Linear dimensions are to be given to the nearest 1/10 of a foot;
- (I) All necessary curve data;
- (J) The location of all survey monuments and bench marks together with their descriptions;
- (K) The name of the subdivision, the scale of the plat, points of the compass, and the name of owners or subdivider;
- (L) The certificate of the surveyor attesting to the accuracy of the survey and the correct location of all monuments shown;
- (M) Private restrictions and trusteeships and their periods of existence. Should these restrictions or trusteeships be of such length as to make their lettering on the plat impracticable and thus necessitate the preparation of a separate instrument, reference to such instrument shall be made on the plat;
- (N) Acknowledgment of the owner or owners to the plat and restrictions, including dedication to public use of all streets, alleys, parks or other open spaces shown thereon, and the granting of easements required; and
- (O) Certificates of approval for endorsement by the City Council and certificate indicating its submission to the Planning Commission, together with approval for endorsement by other local, county and/or state authority as required by Oregon statutes.

Response: The Final Plat (Exhibit B) shows the applicable elements listed above.

Conditions of Approval

1. Applicant shall work with and receive certification from the Hermiston Irrigation District prior to final plat approval. Applicant should be aware that the City of Hermiston will not sign the final plat until the irrigation district has been satisfied and signs the final plat.

Response: The Applicant has coordinated with Hermiston Irrigation District (HID) and the Final Plat (Exhibit B) contains a signature line for HID. HID signature can be collected prior to City of Hermiston signature on the final plat. The condition is, or can be, met.

2. Applicant must sign an improvement agreement and shall install grading, storm drainage, curb and gutter, sidewalks, street paving, and all service utilities for this development. All improvements for each phase shall comply with city standards and specifications and shall receive final approval from the city engineer.

Response: Grading, storm drainage, curb and gutter, sidewalks, street paving, and service utilities for the subdivision have been designed and constructed in compliance with City standards and specifications. Upon final approval from the City engineer, the condition will be met.

3. Streetlights shall be installed at the applicant's cost. Once installed, the City will assume the monthly service charges.

Response: Streetlights have been installed and will be part of the public infrastructure dedicated to the City concurrent with the Final Plat. The condition is met.

4. Applicant shall comply with all provisions of 92.12 of the Hermiston Code of Ordinance (relating to the control of blowing dust) during all phases of construction.

Response: Construction of Phases 3 and 4 has occurred in accordance with the applicable provisions of Section 92.22 of Hermiston Code of Ordinance.

5. All streets shall be designated in accordance with 94.22 of the Hermiston Code of Ordinances as detailed in the findings of fact for Chapter 94. Specifically, Roads 2, 3, and 4 are streets running east/west and shall all be designated as Avenues. The NE 9th Place extension is properly designated in the preliminary plat and shall retain that designation. Road 1 forms a complete loop around the development and shall be designated as a Drive. A short section of road is in alignment with NE 8th Place and shall be designated as NE 8th Place.

Response: The Final Plat (Exhibit B) shows E Maple Brook Avenue (Road 3) and E Colby Avenue (Road 4) running east/west. NE 9th Place is shown running north/south. The condition is met.

6. Easements of at least 10 feet in width shall be provided along all street frontages.

Response: The Final Plat (Exhibit B) shows 10-foot Public Utility Easements (PUEs) along the frontage of each lot. The condition is met.

7. The development abuts NE 10th Street. Although no access to NE 10th Street is proposed, the 60 feet of frontage for NE 10th Street shall be improved to urban major collector status concurrent with the Phase 8 improvements. Should the phasing of the development change from that proposed on the preliminary plat, the improvements shall be installed at the same time as then improvements corresponding to Phase 8 on the preliminary plat.

Response: Phases 3 and 4 are located in the center of the project. NE 10th Street is located at the north end of the project. Phases 3 and 4 do not front NE 10th Street; therefore, the condition does not apply to Phases 3 and 4. However, the condition can be met when future phases along NE 10th Street are constructed.

8. The north line of E Theater Lane along the entire frontage of the development shall be improved to urban minor collector status concurrent with each abutting phase improvements.

Response: Phases 3 and 4 are located in the center of the project. E Theater Lane is located along the south end of the project. Phases 3 and 4 do not front E Theater Lane; therefore, the condition does not apply to Phases 3 and 4. However, the condition can be met when future phases along E Theater Lane are constructed.

9. A connection to NE 10th Street is necessary for pedestrian access and secondary fire access.

Response: Phases 3 and 4 are located in the center of the project. NE 10th Street is located at the north end of the project; therefore, the condition does not apply to Phases 3 and 4. However, the condition can be met with the appropriate future phase.

10. Comprehensive Plan Figure 12 identifies this site as an area subject to development hazards due to excessively well drained soils. Therefore, the City will prohibit the outdoor storage of hazardous chemicals and underground storage of gasoline and diesel fuels.

Response: No outdoor storage of chemicals or underground storage of gasoline or diesel fuels are planned during or after the construction of this subdivision; therefore, this standard is met.

11. A notation shall be placed on the final plat stating that lots 34 through 56 shall not establish driveways onto Theater Lane

Response: Phases 3 and 4 are located in the center of the project. E Theater Lane is located along the south end of the project. Phases 3 and 4 do not front E Theater Lane; therefore, the condition does not

apply to Phases 3 and 4. However, the condition can be met when future phases along E Theater Lane develop.

Please let us know if you have any questions or need any additional information for the Final Plat review. Thank you in advance for your time.

Sincerely,

AKS ENGINEERING & FORESTRY, LLC

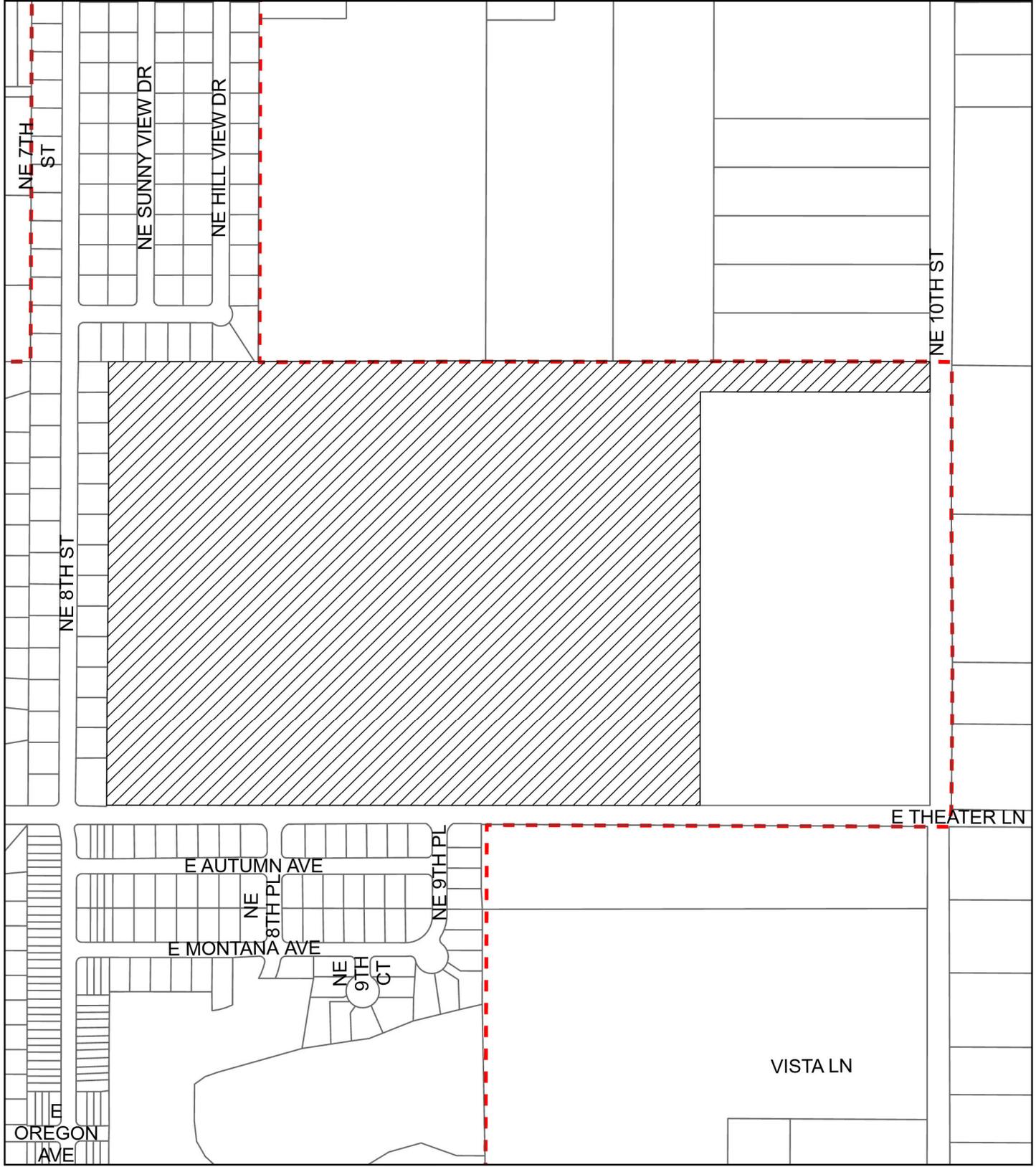


Joey Shearer, AICP
2245 Robertson Drive
Richland, WA 99354
(509) 905-0219 | shearerj@aks-eng.com

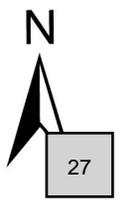
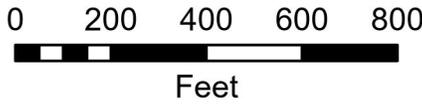
Attachments:

Exhibit A – Final Plat Review Form
Exhibit B – Final Plat
Exhibit C – Narrative
Exhibit D – Preliminary Plat Approval Letter

Notice of Proposed Land Use Action



- Legend
- Area of Proposed Subdivision and Lot Width Variance
 - Property Line
 - City Limits
 - Urban Growth Boundary

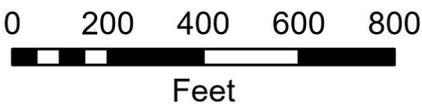


Notice of Proposed Land Use Action



Legend

-  Area of Proposed Subdivision and Lot Width Variance
-  Property Line
-  City Limits
-  Urban Growth Boundary



Geophex Surveys Ltd., Maxar

UPLAND MEADOWS PHASE 3 AND 4

LYING IN A PORTION OF LOT 40, UPLAND MEADOWS PHASE 1 AND 2, LOCATED IN THE
NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 28 EAST, WILLAMETTE
MERIDIAN, CITY OF HERMISTON, UMATILLA COUNTY, OREGON

PREPARED FOR
REDMOND LAND GROUP, LLC
389 SW SCALEHOUSE COURT SUITE 110
BEND, OREGON 97702

SHEET INDEX

SHEET 1	INDEX
SHEET 2	PLAT BOUNDARY, NARRATIVE, LEGEND, REFERENCES, PLAT NOTES
SHEET 3	LOTS 40-47 & 58-69, LEGEND, CURVE TABLE
SHEET 4	LOTS 48-57 & 70-79, LEGEND, CURVE TABLE
SHEET 5	DETAIL - TEMPORARY ACCESS EASEMENT
SHEET 6	APPROVALS, DECLARATION, ACKNOWLEDGEMENT, SURVEYOR'S CERTIFICATE

RECORDING INFORMATION

I, JOSEPH R. LATIMER, CERTIFY
THAT THIS IS AN EXACT COPY OF
THE ORIGINAL PLAT.

JOSEPH R. LATIMER

REGISTERED
PROFESSIONAL
LAND SURVEYOR

REVIEW COPY

OREGON
JULY 09, 2024
JOSEPH R. LATIMER
100021PLS
RENEWS: 12/31/26

JOB NAME:	UPLAND MEADOWS SUBDIVISION
DATE:	01/26/2026
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DRAWN BY:	GCM
CHECKED BY:	JRL
DRAWING NO.:	11636PLAT PH3&4

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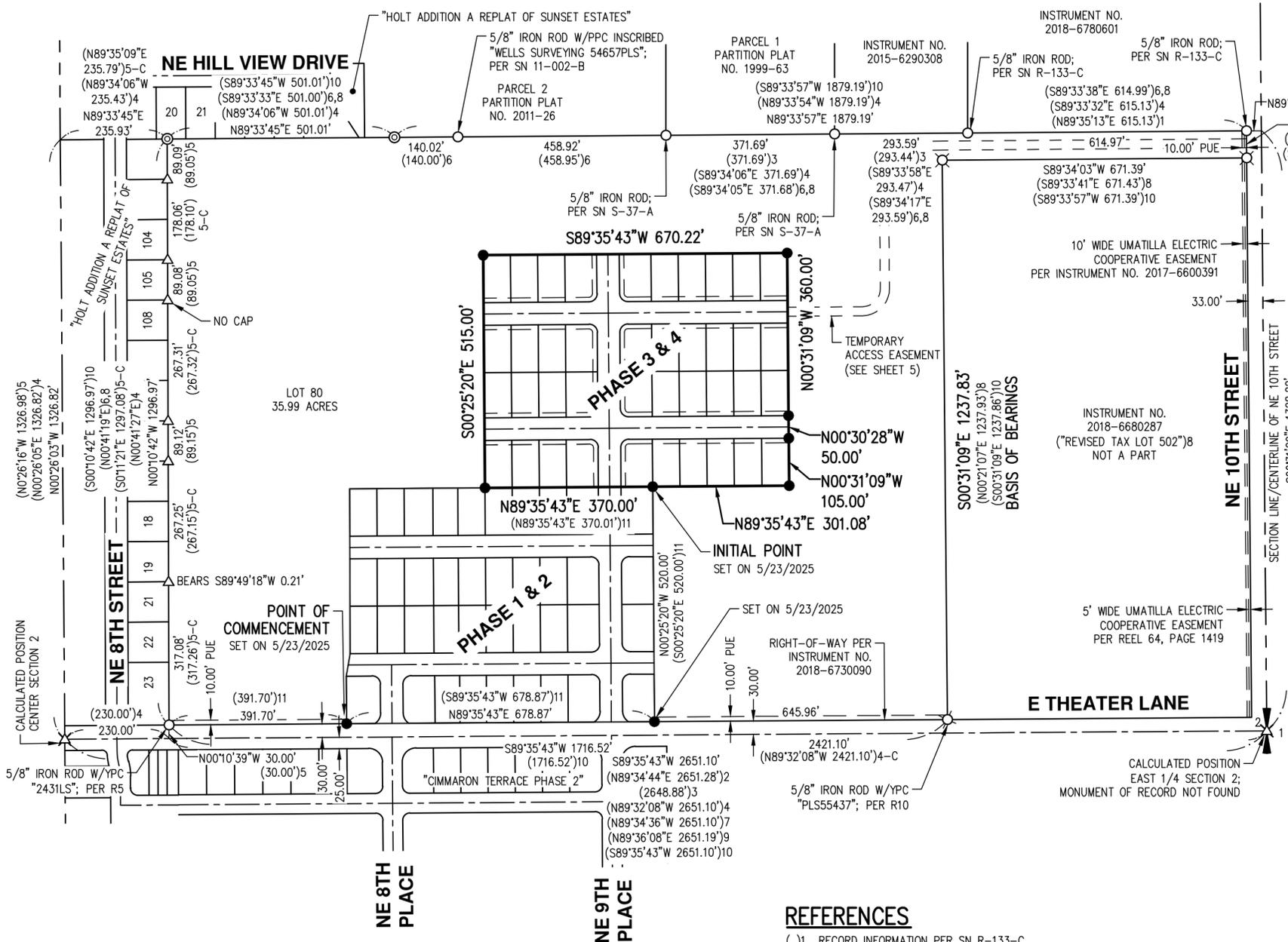
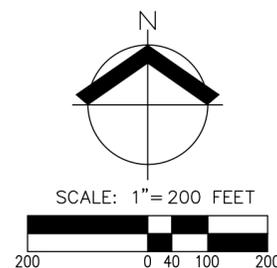


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UPLAND MEADOWS PHASE 3 AND 4

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PREPARED FOR
REDMOND LAND GROUP, LLC
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PLAT NOTES

1. THIS PLAT IS SUBJECT TO THE CONDITIONS OF SET FORTH IN CITY OF HERMISTON PLANNING DEPARTMENT LETTER DATED JANUARY 16, 2024.
2. THIS PLAT IS SUBJECT TO A RIGHT-OF-WAY EASEMENT TO UMATILLA ELECTRIC COOPERATIVE ASSOCIATION PER BOOK 160, PAGE 587 THAT IS BLANKET IN NATURE, AND IS NOT SHOWN HEREON.
3. THIS PLAT IS SUBJECT TO CONDITIONS, RESERVATIONS, EXCEPTIONS AND OTHER OUTSTANDING RIGHTS PER INSTRUMENT NO. 2016-6460006.

NARRATIVE

THE PURPOSE OF THIS PLAT IS TO REPLAT A PORTION OF LOT 40, UPLAND MEADOWS PHASE 1 AND 2, UMATILLA COUNTY DEED RECORDS, INTO LOTS AND STREETS AS SHOWN HEREON, AT THE REQUEST OF MONTE VISTA HOMES, LLC.

THE BASIS OF BEARINGS (S00°31'09"E) WAS ESTABLISHED ALONG THE EAST LINE OF THE SUBJECT PROPERTY BY HOLDING THE FOUND MONUMENTS PER SURVEY NUMBER 23-079-B.

THE SOUTH LINE OF THE SUBJECT PROPERTY, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF E THEATER LANE (30.00 FEET FROM CENTERLINE), WAS ESTABLISHED BY HOLDING THE FOUND MONUMENT PER SURVEY NUMBER 23-079-B AND BY HOLDING THE FOUND MONUMENT PER PLAT OF "SUNSET ESTATES".

THE WEST LINE OF THE SUBJECT PROPERTY WAS ESTABLISHED BY HOLDING THE FOUND MONUMENT PER THE PLAT OF "SUNSET ESTATES" AND BY HOLDING THE FOUND MONUMENT PER PARTITION PLAT NO. 2004-02.

THE NORTH LINE OF THE SUBJECT PROPERTY WAS ESTABLISHED BY HOLDING THE FOUND MONUMENT PER PARTITION PLAT NO. 2004-02 AND BY HOLDING THE FOUND MONUMENT PER SURVEY NUMBER R-133-C ON THE WEST RIGHT-OF-WAY LINE OF NE 10TH STREET (33.00 FEET FROM CENTERLINE).

THE MOST EASTERLY LINE OF THE SUBJECT PROPERTY WAS ESTABLISHED BY HOLDING THE FOUND MONUMENT PER SURVEY NUMBER R-133-C AD BY HOLDING THE FOUND MONUMENT PER SURVEY NUMBER 23-079-B.

THE MOST EASTERLY SOUTH LINE OF THE SUBJECT PROPERTY WAS ESTABLISHED BY HOLDING THE FOUND MONUMENTS PER SURVEY NUMBER 23-079-B.

THE EAST, NORTH, AND WEST LINES FOR PHASES 1 AND 2 WERE ESTABLISHED PER THE REQUIREMENTS OF THE DECLARANT.

LEGEND

- 5/8" X 30" IRON ROD W/YPC INSCRIBED "AKS ENGR." SET ON: XX/XX/2025 UNLESS NOTED OTHERWISE
- FOUND MONUMENT AS NOTED; FLUSH WITH GROUND UNLESS NOTED OTHERWISE; HELD UNLESS NOTED OTHERWISE;
- △ 5/8" IRON ROD W/PC INSCRIBED "P.L.S. # 2431"; PER "HOLT ADDITION A REPLAT OF SUNSET ADDITION"
- ⊙ 5/8" IRON ROD W/YPC INSCRIBED "GBW 02817LS"; PER PARTITION PLAT NO. 2004-02
- ⊗ 5/8" IR W/YPC INSCRIBED "BETHUE 55437"; SN 23-079-B
- LOT LINE
- - - EASEMENT LINE
- ROAD CENTERLINE
- ROAD RIGHT OF WAY
- ⊗ CALCULATED POSITION; NO MONUMENT
- W/YPC WITH YELLOW PLASTIC CAP
- W/PPC WITH PURPLE PLASTIC CAP
- C CALCULATED
- SN SURVEY NUMBER
- PUE PUBLIC UTILITY EASEMENT

I, JOSEPH R. LATIMER, CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT.

JOSEPH R. LATIMER

REGISTERED PROFESSIONAL LAND SURVEYOR

REVIEW COPY

OREGON
JULY 09, 2024
JOSEPH R. LATIMER
100021PLS
RENEWS: 12/31/26

REFERENCES

- (1) RECORD INFORMATION PER SN R-133-C
- (2) RECORD INFORMATION PER "SUNSET ESTATES" BOOK 13, PAGE 86, BOTP
- (3) RECORD INFORMATION PER PARTITION PLAT NO. 1999-63
- (4) RECORD INFORMATION PER PARTITION PLAT NO. 2004-02
- (5) RECORD INFORMATION PER "HOLT ADDITION A REPLAT OF SUNSET ESTATES" BOOK 15 PAGE 34, BOTP
- (6) RECORD INFORMATION PER SN 11-002-B
- (7) RECORD INFORMATION PER "PLAT OF CIMMARON TERRACE PHASE 1" BOOK 16, PAGE 29, BOTP
- (8) RECORD INFORMATION PER SN 18-028-B
- (9) RECORD INFORMATION PER SN 19-112-B
- (10) RECORD INFORMATION PER SN 23-079-B
- (11) RECORD INFORMATION PER "UPLAND MEADOWS PHASE 1 & 2" BOOK 18, PAGE 56, BOTP

JOB NAME:	UPLAND MEADOWS SUBDIVISION
DATE:	01/26/2026
JOB NUMBER:	11636
DRAWN BY:	GCM
CHECKED BY:	JRL
DRAWING NO.:	11636PLAT PH3&4

AKS ENGINEERING & FORESTRY, LLC
2245 ROBERTSON DR
RICHLAND, WA 99354
509.905.0219
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UPLAND MEADOWS PHASE 3 AND 4

LYING IN A PORTION OF LOT 40, UPLAND MEADOWS PHASE 1 AND 2, LOCATED IN THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF HERMISTON, UMATILLA COUNTY, OREGON

PREPARED FOR
 REDMOND LAND GROUP, LLC
 389 SW SCALEHOUSE COURT SUITE 110
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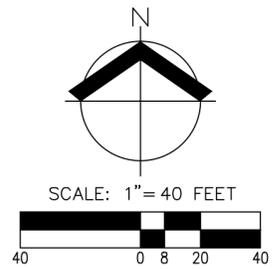
CONTINUED ON SHEET 4



LOT 80
35.99 ACRES

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	18.00'	89°58'57"	28.27'	S45°24'48"E 25.45'
C2	18.00'	90°01'03"	28.28'	S44°35'12"W 25.46'
C3	18.00'	89°58'57"	28.27'	N45°24'48"W 25.45'
C4	18.00'	90°01'03"	28.28'	N44°35'11"E 25.46'

- LEGEND**
- 5/8" X 30" IRON ROD W/YPC INSCRIBED "AKS ENGR."
SET ON: ___/___/2026 UNLESS NOTED OTHERWISE
 - ▲ 3" BRASS DISK INSCRIBED "AKS ENGR."
SET ON: ___/___/2026
 - PUE PUBLIC UTILITY EASEMENT
 - SF SQUARE FEET
 - LOT LINE
 - - - EASEMENT LINE
 - ROAD CENTERLINE
 - ROAD RIGHT OF WAY



I, JOSEPH R. LATIMER, CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT.

JOSEPH R. LATIMER

REGISTERED PROFESSIONAL LAND SURVEYOR

REVIEW COPY

OREGON
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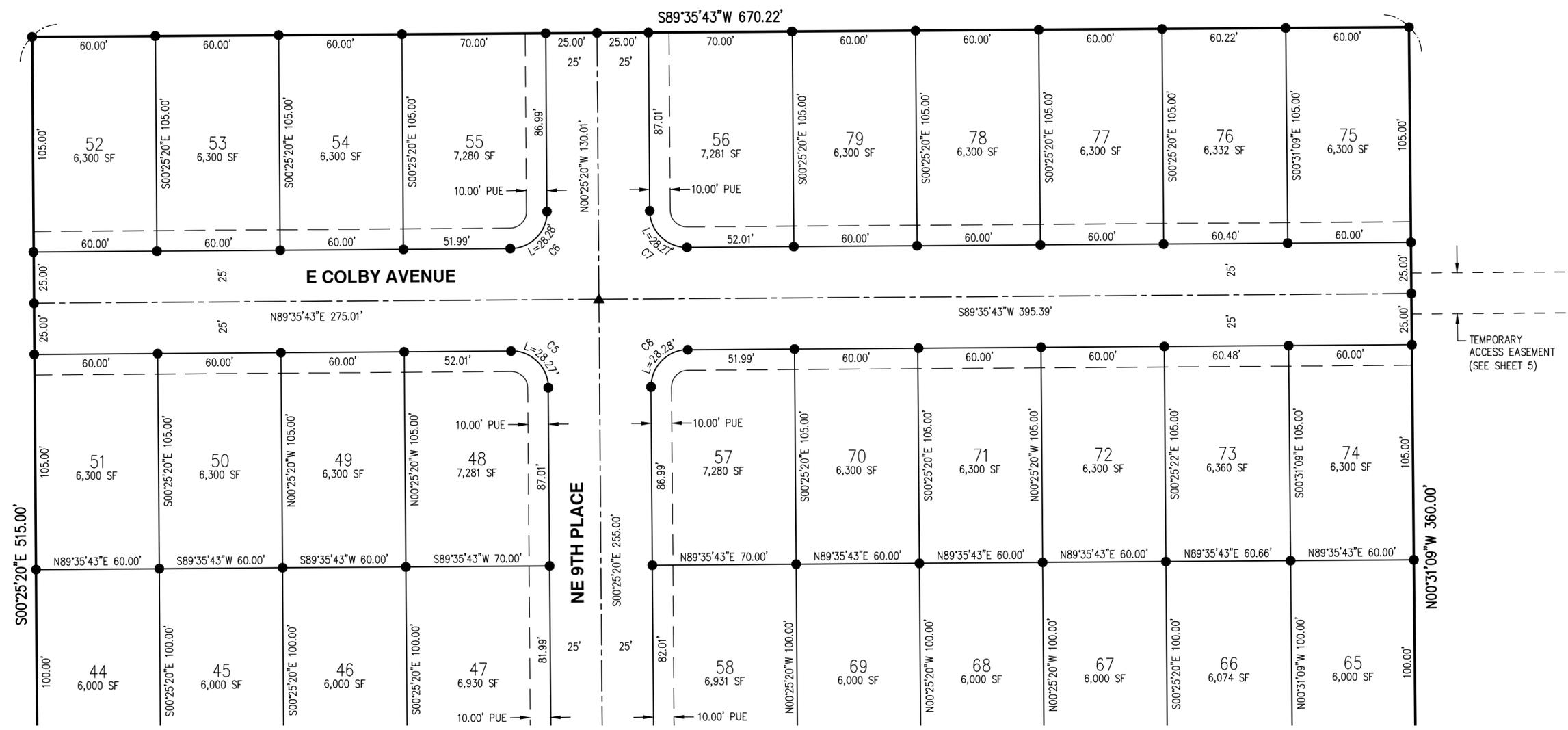
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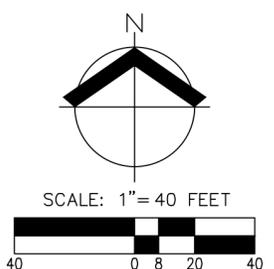
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LOT 80
 35.99 ACRES



CONTINUED ON SHEET 3

- LEGEND**
- 5/8" X 30" IRON ROD W/YPC INSCRIBED "AKS ENGR." SET ON: ___/___/2026 UNLESS NOTED OTHERWISE
 - ▲ 3" BRASS DISK INSCRIBED "AKS ENGR." SET ON: ___/___/2026
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 - SF SQUARE FEET
 - LOT LINE
 - - - EASEMENT LINE
 - - - ROAD CENTERLINE
 - ROAD RIGHT OF WAY



CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C5	18.00'	89°58'57"	28.27'	S45°24'48"E 25.45'
C6	18.00'	90°01'03"	28.28'	S44°35'12"W 25.46'
C7	18.00'	89°58'57"	28.27'	N45°24'48"W 25.45'
C8	18.00'	90°01'03"	28.28'	N44°34'57"E 25.46'

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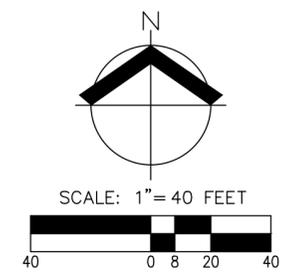


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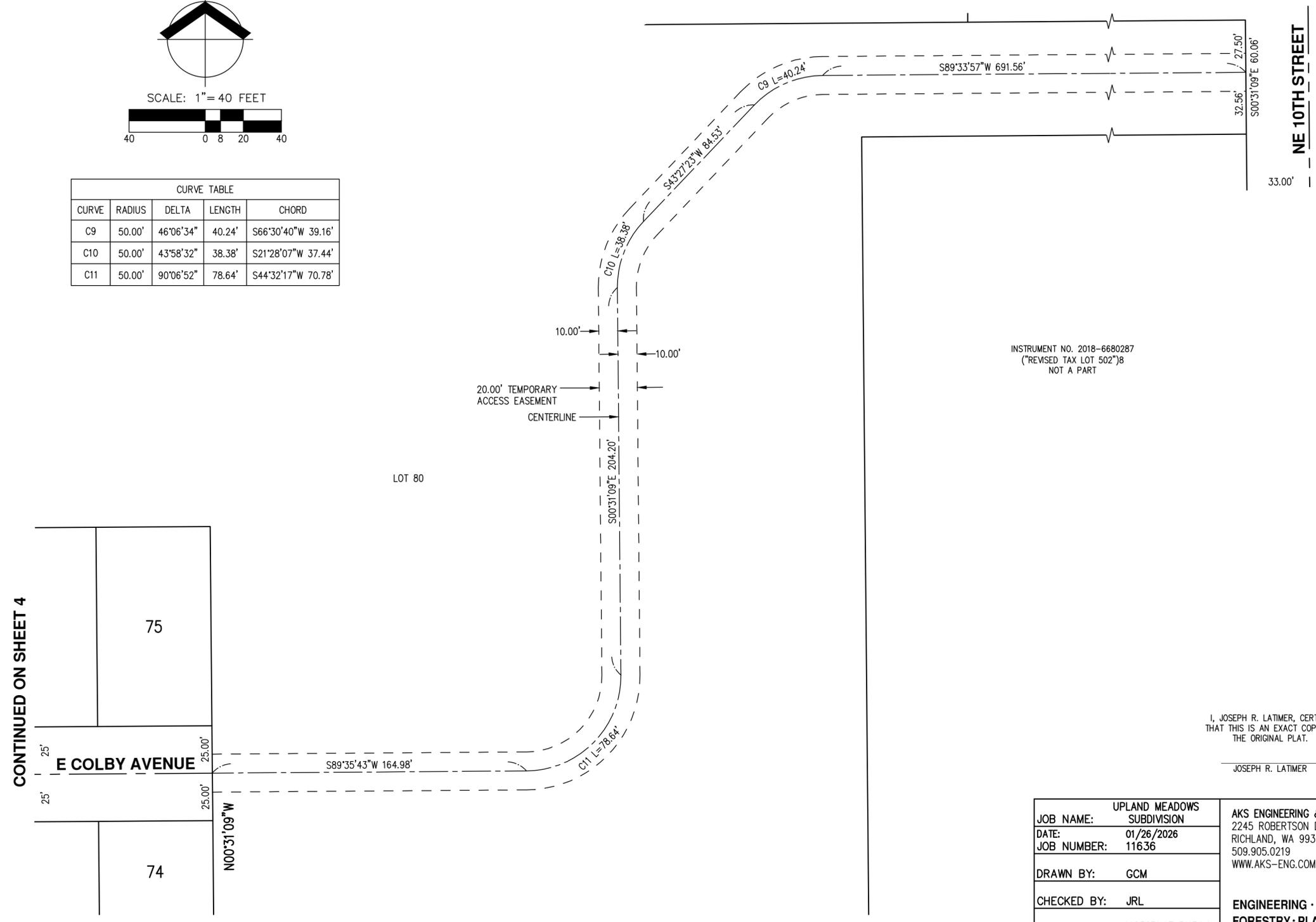
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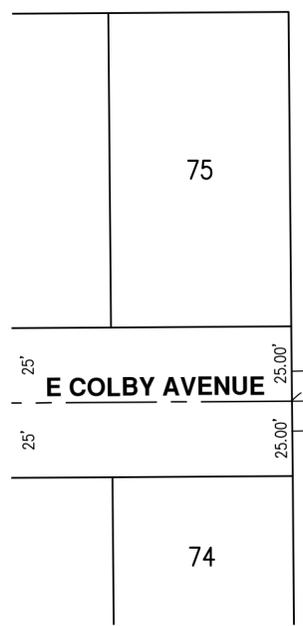


CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C9	50.00'	46°06'34"	40.24'	S66°30'40"W 39.16'
C10	50.00'	43°58'32"	38.38'	S21°28'07"W 37.44'
C11	50.00'	90°06'52"	78.64'	S44°32'17"W 70.78'



INSTRUMENT NO. 2018-6680287
 ("REVISED TAX LOT 502")8
 NOT A PART

CONTINUED ON SHEET 4



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Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of March 23, 2026

Title/Subject

Final Plat - Henry K's Phase 2 Hermiston Home Works Inc 4N2813BC Tax Lot 3000 1125 SE 10th St

Summary and Background

Bob English of Survey One LLC has submitted a final plat for phase two of Henry K's Addition. The preliminary plat of this second phase of the subdivision was approved by the planning commission in May of 2025 for 47 lots. The final plat submitted has reduced the total number of lots in this phase to 29. The phase consists of 28 single and two-family lots ranging in size from 6,000 to 16,569 square feet and one 4 acre lot reserved for a future development application. Twenty-four of the lots in this phase are zoned Medium-High Density Residential (R-3). Five lots in this phase are zoned Medium Density Residential (R-2). Henry K's Phase 1 Lots 32 & 33 are included in this replat and have been renumbered to Phase 2 Lots 60 and 61. Lot 60 is zoned R-2 and Lot 61 is zoned Outlying Commercial (C-2).

The approval of the preliminary plat was subject to 10 conditions of approval, all of which are applicable to the final plat. The criteria that are applicable to the decision to accept the final plat are contained in 154.46 of the Hermiston Code of Ordinances, governing final plat preparation.

Work is ongoing within the subdivision. Installation of public improvements is actively underway and the developer wishes to obtain approval of the plat prior to completion and acceptance of the civil improvements. This request is permissible under the city code. 154.61 of the Hermiston Code of Ordinances, relating to construction of general improvements, allows a developer to post a letter of credit or bond as a condition of approval to the final plat and receive the plat for recording with the understanding that no certificates of occupancy will be issued with the development until all public improvements are accepted. The developer and city are working to complete the development agreement and the city will receive a letter of credit for the improvements.

Tie-In to Council Goals

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

Fiscal Information

The twenty-nine R-3 lots will result in twenty-eight new housing units with an average price of \$375,000. Each housing unit will produce an average of \$2,576 in municipal tax revenue. The net result is approximately \$75,704 in tax revenue to the city at full build-out.

Alternatives and Recommendation

Alternatives

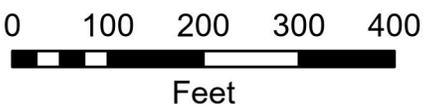
The city council may choose to approve or deny the final plat.

Recommended Action/Motion

Staff recommends the city council approve the final plat.

Submitted By:

C.F. Spencer, Planning Director



Legend

- Henry K's Phase 2 - Preliminary Plat
- Property Line
- City Limits

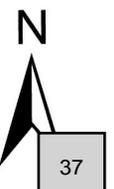


EXHIBIT A

Conditions of Approval & Final Plat Requirements

Henry K's Phase 2 Subdivision

March 23, 2026

The preliminary plat was approved on May 14, 2025, subject to the following conditions of approval. The status of each condition is denoted below..

1. Applicant shall work with and receive certification from the Hermiston Irrigation District prior to final plat approval. Applicant should be aware that the City of Hermiston will not sign the final plat until the irrigation district has been satisfied and signs the final plat. ***Finding: The final plat contains the appropriate signature block for the Hermiston Irrigation District and the district will sign the plat upon their determination that all district requirements are satisfied.***

2. Applicant must sign an improvement agreement and shall install grading, storm drainage, curb and gutter, sidewalks, street paving, and all service utilities for this development. All improvements for each phase shall comply with city standards and specifications and shall receive final approval from the city engineer. ***Finding: The improvement agreement has been drafted and will be executed by the developer and city prior to signing the final plat. Improvement installation is ongoing. The developer has submitted a letter of credit in the amount of \$297,610 which the city engineer agrees will cover the cost of the remaining improvements in the event the developer is unable to complete installation.***

3. Streetlights shall be installed at the applicant's cost. Once installed, the City will assume the monthly service charges. ***Finding: The developer has entered into an agreement with Pacific Power to install all street lights. The city electrical superintendent has reviewed and approved the street light plan.***

4. Applicant shall comply with all provisions of 92.12 of the Hermiston Code of Ordinances (relating to the control of blowing dust) during all phases of construction. ***Finding: This is an ongoing condition that will remain in effect after completion of public improvements and during construction of housing. The developer has filed a dust control plan with the city building department.***

5. All streets shall be designated in accordance with §94.22 of the Hermiston Code of Ordinances as detailed in the findings of fact for Chapter 94. Road C

- shall be labeled as a named street on the final plat with a SE prefix and Court suffix. **Finding: Road C is designated as SE Alexander Ct on the final plat as required.**
6. Comprehensive Plan Figure 12 identifies this site as an area subject to development hazards due to excessively well drained soils and restrictive foundation soils. Therefore, the City will prohibit the outdoor storage of hazardous chemicals and underground storage of gasoline and diesel fuels. Prior to the development of lots containing cemented hardpan, the city shall require a registered engineer's assessment of the design and structural techniques needed to mitigate potential hazards. **Finding: This condition will remain in effect following plat approval. It is unlikely that hazardous chemical storage will be a factor in residential development.**
 7. A notation shall be placed on the plat stating that Lot 21 shall not access Road C (SE XXX Court) and Lots 32, 33, and 47 shall not access SE Columbia Drive. **Finding: Lot numbering has changed since the preliminary plat approval. The notation for access restriction is correctly shown on the final plat.**
 8. A per lot assessment for Lots 1 through 47 shall be established of \$1,557. The assessment will be collected at the time of building permit issuance on each lot and shall be used for replacement of the A Line Canal bridge. Said fee is based upon the residential trip cap of 325 peak hour residential trips and a development plan of 208 residential lots. Should the trip cap or lot count be amended in subsequent phases, recalculation of the fee for lots 48 and above shall be performed by the City. At the discretion of the developer, the city shall also accept full payment for all 47 lots as one lump sum payment of \$73,179 prior to any permit issuance. **Finding: The city finance department has established a reserve account to assign these funds at the time of permit issuance and collection will begin upon start of housing construction.**
 9. Sidewalk shall be installed along the SE 10th Street frontage of Lots 1 through 4 at such time that residential development occurs on each respective lot. **Finding: This condition remains in effect during all phases of construction.**
 10. SE Columbia Drive is designated as an urban minor collector on the Hermiston TSP and shall be designed with on-street bike lanes through the development. An on-street bike lane shall be striped on the east side of SE 10th Street adjacent to Lots 1 through 4 when residential construction commences on each lot. **Finding: The approved civil plans reflect the required bike lane striping. As paving occurs, this striping will be added as shown on the plans.**

Final Plat

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

- A) The boundary lines of the area being subdivided, with accurate distances and bearings. **Shown as required**
- B) The lines of all proposed streets and alleys with their width and names. **Shown as required**
- C) The accurate outline of any portions of the property intended to be dedicated or granted for public use. **Shown as required**
- D) The line of departure of one street from another. **Shown as required**
- E) The lines of all adjoining property and the lines of adjoining streets and alleys with their widths and names. **Shown as required**
- F) All lot lines together with an identification system for all lots and blocks. **Shown as required**
- G) The location of all building lines and easements provided for public use, services or utilities. **Shown as required**
- H) All dimensions, both linear and angular, necessary for locating the boundaries of the subdivision, lots, streets, alleys, easements, and other areas for public or private use. Linear dimensions are to be given to the nearest 1/10 of a foot. **Shown as required**
- I) All necessary curve data. **Shown as required**
- J) The location of all survey monuments and benchmarks together with their descriptions. **Shown as required**
- K) The name of the subdivision, the scale of the plat, points of the compass, and the name of the owners or subdivider. **Shown as required**
- L) The certificate of the surveyor attesting to the accuracy of the survey and the correct location of all monuments shown. **Shown as required**
- M) Private restrictions and trusts and their periods of existence. Should these restrictions or trusts be of such length as to make their lettering on the plat impracticable and thus necessitate the preparation of a separate instrument, reference to such instrument shall be made on the plat. **Shown as required**
- N) Acknowledgment of the owner or owners to the plat and restrictions, including dedication to public use of all streets, alleys, parks or other open spaces shown thereon, and the granting of easements required. **Shown as required**

- O) Certificates of approval for endorsement by the city council and certificate indicating its submission to the planning commission, together with approval for endorsement by other local, county and/or state authority as required by Oregon statutes. **Shown as required**

PRELIMINARY FOR REVIEW ONLY

PRELIMINARY FOR REVIEW ONLY



SCALE 1"=250'

BASIS OF BEARING
BEARING BASE -- W. LINE SECTION 13 BETWEEN
NW COR AND WEST 1/4 CORNER.

HENRY K'S ADDITION PHASE 2

A REPLAT OF LOTS 31, 32, AND 33 OF HENRY K'S ADDITION PHASE I, LOCATED IN THE NORTHWEST HALF SECTION 13, TOWNSHIP 4 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF HERMISTON, UMATILLA COUNTY, OREGON.

SURVEYOR'S NARRATIVE:

THIS SURVEY WAS PERFORMED AT THE REQUEST OF TYLER JAMES BRANDT, PRESIDENT OF HERMISTON HOME WORKS, INC., TO PERFORM A REPLAT OF LOTS 31, 32, AND 33 OF HENRY K'S ADDITION PHASE I, LOCATED IN THE NORTHWEST HALF OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF HERMISTON, UMATILLA COUNTY, OREGON. I CORRECT THE LINWORK FOR LOT 30 OF PHASE I, NOW DEDICATED TO THE CITY, TO THE CENTERLINE OF THE "A" CANAL AS DESCRIBED IN THE DEEDS. LOTS 32 AND 33 OF PHASE I ARE JUST RENUMBERED, AND NO CONFIGURATION CHANGES MADE. I HELD MONUMENTS FROM HENRY K'S ADDITION PHASE I, AND THE CENTERLINE OF SE 10TH STREET AS BASIS OF BEARING. THIS SURVEY WAS PERFORMED USING A CARLSON BRX7 RTK GPS SYSTEM. STANDARD ERROR FOR THE RTK SYSTEM IS 8.0MM + 1 PPM X BASELINE MEASURED, IN MILLIMETERS. I FIND NOTHING OUT OF THE ORDINARY ON THIS SURVEY.

ROBERT D. ENGLISH
ROBERT D. ENGLISH, ORPLS43406LS

SURVEYOR'S EXACT COPY STATEMENT

I, ROBERT D. ENGLISH, REGISTERED OREGON SURVEYOR NO. 43406LS DO HEREBY CERTIFY THAT I AM THE SURVEYOR WHO PREPARED THIS REPLAT OF LOTS 31, 32, AND 33 OF HENRY K'S ADDITION PHASE I, TO THE CITY OF HERMISTON, UMATILLA COUNTY, STATE OF OREGON, AND THAT THE ANNEXED TRACING IS AN EXACT COPY OF SAID PLAT AS THE SAME IS ON FILE IN UMATILLA COUNTY RECORDS, AND SAID EXACT COPY IS SUBMITTED AS PER O.R.S. 92.120.

ROBERT D. ENGLISH
ROBERT D. ENGLISH, ORPLS 43406LS

SHEET INDEX	
PAGE 1	OVERALL REPLAT
PAGE 2	DETAIL LOTS 30-60
PAGE 3	SIGNATURES

LEGEND

- SET 5/8"X30" IRON REBAR WITH RED PLASTIC CAP, MARKED ORPLS43406LS/WAPLS44338
- ⊙ FOUND BRASS CAP AS NOTED.
- ⊙ FOUND PHASE I MONUMENT.
- ⊙ FOUND MONUMENT, AS NOTED.
- X CALCULATED POINT - NOTHING FOUND OR SET.
- XXX(R#) RECORD AND REFERENCE TO SURVEY
- PROPERTY LINE
- - - NEW 10' PUE EASEMENT, NEW 20'SANITARY SEWER EASEMENT, AS NOTED
- EXISTING 10' PUE EASEMENT

UMATILLA COUNTY RECORDS

PRELIMINARY FOR REVIEW ONLY

PRELIMINARY FOR REVIEW ONLY

LINE #	LENGTH	BEARING
L24	73.96'	S89°43'56"W
L25	242.92'	N49°00'12"E
L26	380.89'	N50°49'32"E
L27	289.61'	N48°57'16"E
L28	341.72'	N48°11'47"E
L29	130.00'	N67°28'55"E
L30	181.76'	N67°28'55"E
L31	284.97'	N67°16'06"E
L32	189.86'	N49°58'15"E
L33	66.46'	N49°58'15"E
L34	65.16'	N47°53'15"E
L35	55.50'	N47°53'15"E
L36	47.58'	N47°53'15"E
L37	33.76'	N89°06'50"E
L38	37.72'	S0°53'10"E
L39	28.03'	S50°45'56"W
L40	72.93'	S42°59'16"W
L41	238.55'	S37°09'04"W
L42	42.81'	S45°39'11"W
L43	31.74'	S62°33'47"W
L44	358.03'	S72°29'45"W
L45	167.22'	S73°07'32"W
L46	94.01'	S65°49'32"W
L47	123.36'	S55°32'12"W
L48	68.84'	S48°16'31"W
L49	584.00'	S44°58'08"W
L50	83.56'	S49°21'08"W

L51	76.38'	S59°12'49"W
L52	66.19'	S66°34'09"W
L53	19.55'	S62°45'32"W
L54	37.84'	S52°16'11"W
L55	164.16'	S48°20'20"W

CURVE#	LENGTH	RADIUS	DELTA	LONG CH BRG	LONG CH
C33	474.49'	38900.91'	0°41'56"	N45°38'15"E	474.48'
C34	395.33'	5912.12'	3°49'53"	N48°07'06"E	395.26'
C35	24.37'	39100.91'	0°02'09"	S45°58'11"W	24.37'
C36	191.41'	6112.12'	1°47'40"	S47°05'47"W	191.40'
C37	217.71'	6112.12'	2°02'27"	S49°00'50"W	217.69'
C38	408.11'	5834.23'	4°00'28"	S52°03'21"W	408.02'
C39	401.23'	17232.59'	1°20'03"	S55°09'02"W	401.23'
C40	393.35'	5634.23'	4°04'00"	N52°03'08"E	393.27'
C41	396.16'	17032.59'	1°19'58"	N55°09'09"E	396.15'
C42	116.98'	2432.63'	2°45'19"	S42°23'36"W	116.97'
C43	152.99'	813.69'	10°46'21"	S47°17'43"W	152.76'
C44	166.39'	1882.66'	5°03'50"	S49°56'52"W	166.34'
C45	75.33'	300.48'	14°21'48"	S33°24'22"W	75.13'
C46	141.50'	1223.56'	6°37'34"	S33°22'16"W	141.23'
C47	147.60'	339.30'	24°55'29"	S45°48'37"W	146.41'
C48	149.29'	4966.63'	1°43'20"	S52°08'03"W	149.29'
C49	223.27'	956.36'	13°22'35"	S58°18'35"W	222.77'
C50	119.57'	342.77'	19°59'11"	S55°27'44"W	118.96'
C51	130.69'	636.11'	11°46'17"	S52°26'07"W	130.46'
C52	41.35'	922.10'	2°34'09"	S58°58'16"W	41.34'
C53	126.49'	3571.70'	2°01'45"	S59°58'35"W	126.48'
C54	137.13'	739.62'	10°37'23"	S52°31'08"W	136.93'

REGISTERED PROFESSIONAL LAND SURVEYOR
ROBERT D. ENGLISH
OREGON JANUARY 11, 2005
ROBERT DOUGLAS ENGLISH 43406LS
RENEWAL DATE: 12/31/27

DATE: 01/10/26	DWN.BY: RDE	REPLAT FOR: HERMISTON HOME WORKS 469 SW COTTONWOOD DR. HERMISTON, OREGON 97838
SCALE: 1"=250'	CHK. BY: RDE	SURVEY ONE,LLC P.O. BOX 382 PENDLETON OR, 97801 PH:541-276-2055 FAX:541-276-3480
JOB NO. 2025-068	REV.DATE: 03/04/26	
DWG NO. HENRYKSPHASE2.DWG		

PRELIMINARY FOR REVIEW ONLY

UMATILLA COUNTY HENRY K'S ADDITION PHASE 2

A REPLAT OF LOTS 31, 32, AND 33 OF HENRY K'S ADDITION PHASE I, LOCATED IN THE NORTHWEST HALF SECTION 13, TOWNSHIP 4 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF HERMISTON, UMATILLA COUNTY, OREGON.

SURVEYOR'S NARRATIVE:

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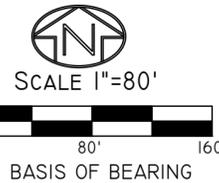
I HOLD MONUMENTS FROM HENRY K'S ADDITION PHASE I, AND THE CENTERLINE OF SE 10TH STREET AS BASIS OF BEARING.
THIS SURVEY WAS PERFORMED USING A CARLSON BRX7 RTK GPS SYSTEM. STANDARD ERROR FOR THE RTK SYSTEM IS 8.0MM + 1 PPM X BASELINE MEASURED, IN MILLIMETERS.
I FIND NOTHING OUT OF THE ORDINARY ON THIS SURVEY.

ROBERT D. ENGLISH
ROBERT D. ENGLISH, ORPLS43406LS

PRELIMINARY FOR REVIEW ONLY

CURVE#	LENGTH	RADIUS	DELTA	LONG CH BRG	LONG CH
C55	4.55'	147.00'	1°46'25"	N0°51'44"W	4.55'
C56	19.30'	153.00'	7°13'36"	S2°43'38"E	19.29'
C57	60.00'	153.00'	22°28'08"	S17°34'31"W	59.62'
C58	70.00'	153.00'	26°12'50"	S41°54'59"W	69.39'
C59	134.11'	125.00'	61°28'21"	N29°50'01"E	127.77'
C60	104.07'	97.00'	61°28'21"	N29°50'58"E	99.15'
C61	14.86'	153.00'	5°33'47"	S57°48'18"W	14.85'
C62	27.15'	528.00'	2°56'46"	S62°03'34"W	27.15'
C63	35.46'	528.00'	3°50'51"	S65°27'22"W	35.45'
C64	23.78'	500.00'	2°43'31"	N61°56'57"E	23.78'
C65	35.50'	500.00'	4°04'06"	N65°20'45"E	35.49'
C66	31.42'	20.00'	90°00'00"	S74°24'49"W	28.28'
C67	33.79'	20.00'	96°47'37"	N18°58'49"W	29.91'
C68	20.61'	14.00'	84°20'31"	S12°45'27"W	18.80'
C69	77.44'	57.00'	77°50'20"	S16°00'32"W	71.62'
C70	36.01'	57.00'	36°11'40"	S41°00'27"E	35.41'
C71	25.38'	57.00'	25°30'40"	S71°51'37"E	25.17'
C72	25.00'	57.00'	25°07'47"	N82°49'09"E	24.80'
C73	38.50'	57.00'	38°41'59"	N50°54'16"E	37.77'
C74	31.00'	57.00'	31°09'39"	N15°58'27"E	30.62'
C75	29.65'	57.00'	29°48'26"	N14°30'36"W	29.32'
C76	191.60'	6112.12'	1°47'47"	S47°05'44"W	191.59'
C77	24.19'	39100.91'	0°02'08"	S45°58'05"W	24.19'

LINE #	LENGTH	DIRECTION
L66	43.43	N35° 54' 29"W
L67	51.39	N08° 38' 09"W
L68	70.07	S06° 12' 31"E
L69	10.00	S00° 53' 10"E
L74	59.52	N00° 53' 10"W
L75	32.40	N37° 25' 59"E



SURVEYOR'S NOTE: AS SPECIFIED BY THE CITY OF HERMISTON LOT 46 SHALL NOT ACCESS SE ALEXANDER COURT AND LOT 57 SHALL NOT ACCESS SE COLUMBIA DRIVE.

LEGEND

- SET 5/8"X30" IRON REBAR WITH RED PLASTIC CAP, MARKED ORPLS43406LS/WAPLS44338
- ⊙ FOUND BRASS CAP AS NOTED.
- ⊙ FOUND PHASE I MONUMENT.
- ⊙ FOUND MONUMENT, AS NOTED.
- X CALCULATED POINT - NOTHING FOUND OR SET.
- XXX(R#) RECORD AND REFERENCE TO SURVEY
- PROPERTY LINE
- - - NEW 10' PUE EASEMENT, NEW 20'SS EASEMENT AS NOTED
- EXISTING 10' PUE EASEMENT

SURVEYOR'S EXACT COPY STATEMENT

I, ROBERT D. ENGLISH, REGISTERED OREGON SURVEYOR NO. 43406LS DO HEREBY CERTIFY THAT I AM THE SURVEYOR WHO PREPARED THIS REPLAT OF LOTS 31, 32, AND 33 OF HENRY K'S ADDITION PHASE I, TO THE CITY OF HERMISTON, UMATILLA COUNTY, STATE OF OREGON, AND THAT THE ANNEXED TRACING IS AN EXACT COPY OF SAID PLAT AS THE SAME IS ON FILE IN UMATILLA COUNTY RECORDS, AND SAID EXACT COPY IS SUBMITTED AS PER O.R.S. 92.120.

ROBERT D. ENGLISH
ROBERT D. ENGLISH, ORPLS 43406LS

PAGE 2 OF 3

PRELIMINARY FOR REVIEW ONLY

REGISTERED
PROFESSIONAL
LAND SURVEYOR

ROBERT D. ENGLISH

OREGON
JANUARY 11, 2005
ROBERT DOUGLAS ENGLISH
43406LS

RENEWAL DATE: 12/31/27

DATE:
12/15/25

DWN. BY:
RDE

SCALE:
1"=80'

CHK. BY:
RDE

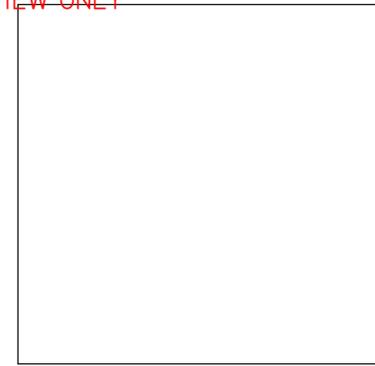
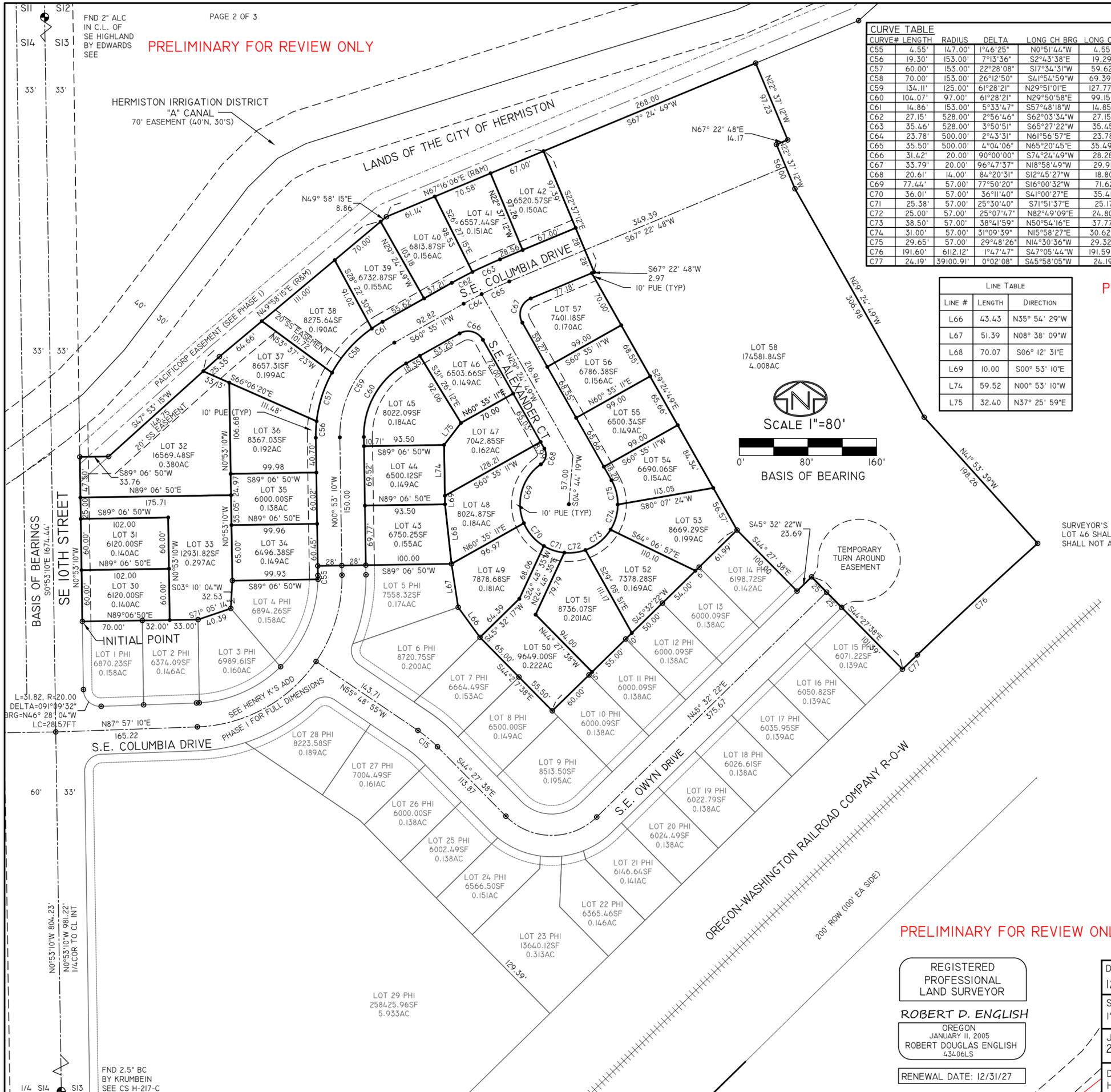
JOB NO.
2025-068

REV. DATE:
03/04/26

DWG NO.
HENRYKSPHASE2.DWG

REPLAT FOR:
HERMISTON HOME WORKS
469 SW COTTONWOOD DR.
HERMISTON, OREGON 97838

SURVEY ONE, LLC
45262 LLOYD RD.
PENDLETON OR, 97801
CELL: 541-969-6564



UMATILLA COUNTY

HENRY K'S ADDITION PHASE 2

A REPLAT OF LOTS 31, 32, AND 33 OF HENRY K'S ADDITION PHASE 1, LOCATED IN THE NORTHWEST HALF SECTION 13, TOWNSHIP 4 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF HERMISTON, UMATILLA COUNTY, OREGON.

PRELIMINARY FOR REVIEW ONLY

PRELIMINARY FOR REVIEW ONLY

OWNER'S DECLARATION:

I, TYLER JAMES BRANDT, PRESIDENT OF HERMISTON HOME WORKS, INC., OWNER, OF THE LOTS 31, 32, AND 33 OF HENRY K'S ADDITION PHASE 1, LOCATED IN THE NORTHWEST HALF OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF HERMISTON, UMATILLA COUNTY, OREGON, DO HEREBY ACKNOWLEDGE THAT I HAVE CAUSED THIS REPLAT TO BE PREPARED AND THIS LAND TO BE SUBDIVIDED IN ACCORDANCE WITH O.R.S. CHAPTER 92, AS REVISED, AND UMATILLA COUNTY ORDINANCE.

TYLER JAMES BRANDT, PRESIDENT

OWNER'S DEDICATION:

HERMISTON HOME WORKS, INC., AN OREGON CORPORATION, OWNER OF THE LAND SHOWN ON THE ACCOMPANYING PLAT, DOES HEREBY ESTABLISH AND ACKNOWLEDGE THIS PLAT AS THE OFFICIAL MAP AND PLAT OF "HENRY K'S ADDITION PHASE 2", AN ADDITION TO THE CITY OF HERMISTON, OREGON, AND HEREBY DEDICATES ALL ROADS, STREETS, AND PUBLIC UTILITY EASEMENTS SHOWN, OR NOTED ON THIS PLAT TO THE CITY OF HERMISTON FOR PUBLIC PURPOSES AND USE.

TYLER JAMES BRANDT, PRESIDENT

ACKNOWLEDGMENT

STATE OF OREGON
S.S.
COUNTY OF UMATILLA

ON THIS _____ DAY OF _____, IN THE YEAR _____, BEFORE ME _____ THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED TYLER JAMES BRANDT, PROVED TO ME BY MEANS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY, AS LEGAL REPRESENTATIVES, EXECUTED IT.

NOTARY SIGNATURE

NOTARY PUBLIC OF OREGON (PRINT)

COMMISSION NO. _____

MY COMMISSION EXPIRES: _____

APPROVALS

UMATILLA COUNTY SURVEYOR

I, DAVID H. KRUMBEIN, UMATILLA COUNTY SURVEYOR, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE ACCOMPANYING PLAT AND THAT IT COMPLIES WITH THE LAWS OF THE STATE OF OREGON WITH RESPECT TO THE FILING AND RECORDING OF SUCH PLATS, AND I DO THEREFORE APPROVE SAID PLAT FOR FILING IN THE RECORDS OF UMATILLA COUNTY, OREGON.

APPROVED THIS _____ DAY OF _____, 2026.

UMATILLA COUNTY SURVEYOR

UMATILLA COUNTY TAXATION DEPT.

TAXES ARE PAID IN FULL.

THIS _____ DAY OF _____, 2026.

UMATILLA COUNTY TAX ASSESSOR

UMATILLA COUNTY COMMISSIONERS:

THE ACCOMPANYING PLAT IS HEREBY APPROVED FOR FILING AND RECORDING IN THE RECORD OF PLATS OF UMATILLA COUNTY, OREGON, BY THE UNDERSIGNED, BY IT'S ORDER.

THIS _____ DAY OF _____, 2026.

CHAIRMAN

COMMISSIONER

COMMISSIONER

CITY OF HERMISTON PLANNING COMMISSION & CITY COUNCIL:

THE ACCOMPANYING PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION AND THE CITY COUNCIL OF HERMISTON, OREGON, AND ALL DEDICATIONS ARE HEREBY ACCEPTED.

THIS _____ DAY OF _____, 2026.

CHAIRMAN, HERMISTON PLANNING COMMISSION.

THIS _____ DAY OF _____, 2026.

DOUG PRIMMER, MAYOR OF THE CITY OF HERMISTON

HERMISTON IRRIGATION DISTRICT:

THE ACCOMPANYING PLAT IS HEREBY APPROVED

THIS _____ DAY OF _____, 2026.

HERMISTON IRRIGATION DISTRICT

SURVEYOR'S NOTE: AS SPECIFIED BY THE CITY OF HERMISTON LOT 46 SHALL NOT ACCESS SE ALEXANDER COURT AND LOT 57 SHALL NOT ACCESS SE COLUMBIA DRIVE.

SURVEYOR'S CERTIFICATE:

I, ROBERT D. ENGLISH, OREGON PROFESSIONAL LAND SURVEYOR 43406LS, BEING DULY SWORN, DEPOSE AND SAY THAT I HAVE SURVEYED AND MARKED WITH LEGAL MONUMENTS THE LANDS OF HENRY K'S ADDITION PHASE 2, AS SHOWN HEREIN, IN ACCORDANCE WITH O.R.S. CHAPTER 92, AS REVISED. SAID REPLAT IS SITUATED IN THE NORTHWEST HALF OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF HERMISTON, UMATILLA COUNTY, OREGON. I FURTHER CERTIFY AND SAY THAT I MADE THIS SURVEY AND PLAT BY ORDER OF AND UNDER THE DIRECTION OF THE OWNERS THEREOF. THE INITIAL POINT IS A 5/8" IRON REBAR WITH 2" ALUMINUM CAP ON A 30" IRON REBAR AT THE NORTHWEST CORNER OF OF LOT 30 SET DURING THE COURSE OF THIS SURVEY.

PLAT BOUNDARY DESCRIPTION: FROM UMATILLA COUNTY PLAT RECORDS. LOT 31 OF HENRY K'S ADDITION PHASE 1, LOCATED IN THE NORTHWEST HALF OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 28, EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON;

ROBERT D. ENGLISH, ORPLS43406LS

SURVEYOR'S NARRATIVE:

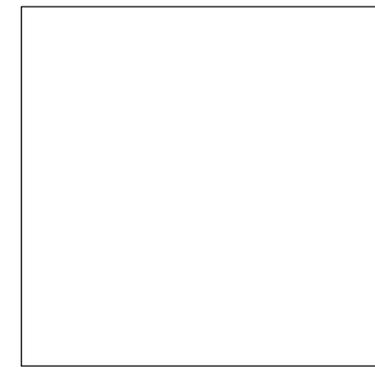
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ROBERT D. ENGLISH, ORPLS43406LS

SURVEYOR'S EXACT COPY STATEMENT

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ROBERT D. ENGLISH, ORPLS 43406LS



UMATILLA COUNTY RECORDS

PRELIMINARY FOR REVIEW ONLY

PRELIMINARY FOR REVIEW ONLY

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
JANUARY 11, 2005
ROBERT DOUGLAS ENGLISH
43406LS

RENEWAL DATE: 12/31/27

DATE: 12/15/25	DWN.BY: RDE	REPLAT FOR: HERMISTON HOME WORKS 469 SW COTTONWOOD DR. HERMISTON, OREGON 97838
SCALE: N/A	CHK. BY: RDE	
JOB NO. 2025-068	REV.DATE: 03/04/26	SURVEY ONE,LLC P.O. BOX 382 45262 LLOYD RD. PENDLETON OR, 97801 PH:541-276-2055 CELL:541-969-6564
DWG NO. HENRYKSPHASE2.DWG		



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of March 23, 2026

Title/Subject

Public Notice of the May 19, 2026 Primary Election- Candidate Listing.

Summary and Background

Notice is being given that on May 19, 2026 the City of Hermiston will hold an election for your choice of candidates for the following elected positions:

- Ward Specific Councilors- Four-year terms beginning 01/01/2027 to 12/31/2030
 - Ward I
 - Kirsta Van Veen
 - Jackie Linton
 - Ward II
 - Caleb Jacobs
 - Roy N. Barron
 - Ward III
 - Barbara J. Martin
 - Leeann Wornell
 - Ward IV
 - Manuel Flores III
 - David Patrick McCarthy
- Municipal Judge – Two-year term beginning 01/01/2027 to 12/31/2028
 - Cameron R. Bendixsen

The City Charter states the Municipal Judge and Ward Specific Council candidates will run in the Primary Election. If there are two or less candidates then the Primary Election will determine who will be elected into office.

Attached you will find the Public Notice for the Primary Election – Candidate Listing, which is being published in the Hermiston Herald and posted at the following locations: City Hall/Library, Post Office, and on the City's website and social media sites.

Tie-In to Council Goals

Community Communication and Engagement

Fiscal Information

Apart from a modest publication cost, there is no financial impact.

Alternatives and Recommendation

Alternatives

None. Information Only

Recommended Action/Motion

None. Information Only

Submitted By:

Lilly Alarcon-Strong, City Recorder



Where Life is Sweet

CITY OF HERMISTON
NOTICE OF ELECTION – CANDIDATE LISTING

Notice is hereby given that on Tuesday, May 19, 2026, an election will be held in the City of Hermiston, Umatilla County, Oregon for your choice of candidates for the office of Ward Councilors (four-year terms) and Municipal Judge (two-year term). The election will be conducted by mail. Your choice of candidates will be presented upon the official ballots as follows and shall be voted upon by all qualified voters of the City:

COUNCILORS

WARD I

Krista Van Veen
Jackie Linton

WARD II

Caleb Jacobs
Roy N. Barron

WARD III

Barbara J. Martin
Leeann Wornell

WARD IV

Manuel Flores III
David Patrick McCarthy

MUNICIPAL JUDGE

Cameron R. Bendixsen

Lilly Alarcon-Strong, CMC
City Recorder/Elections Officer
03/17/2026



CITY COUNCIL

Work Session Meeting Minutes March 9, 2026

Mayor Primmer called the joint City Council and Planning Commission work session meeting to order at 6:00pm. Present were Councilors Roberts, Myers, McCarthy, Duron (arrived at 6:13pm), Linton, Barron, and Kelso. Councilor Hayward was excused. Planning Commissioners Janizee Serrano, Brian Misner, Ben Doherty, Dean Fialka, and Derek Caplinger. City Staff in attendance included: City Manager Byron Smith, Assistant City Manager Mark Morgan, City Attorney Richard Tovey, Finance Director Ignacio Palacios, Police Chief Jason Edmiston, Planning Director Clint Spencer, Assistant Planner Heather La Beau, and City Recorder Lilly Alarcon-Strong.

Mayor Primmer announced Audio/Visual issues with YouTube and stated City Recorder Alarcon-Strong will be working to correct these issues during the meeting.

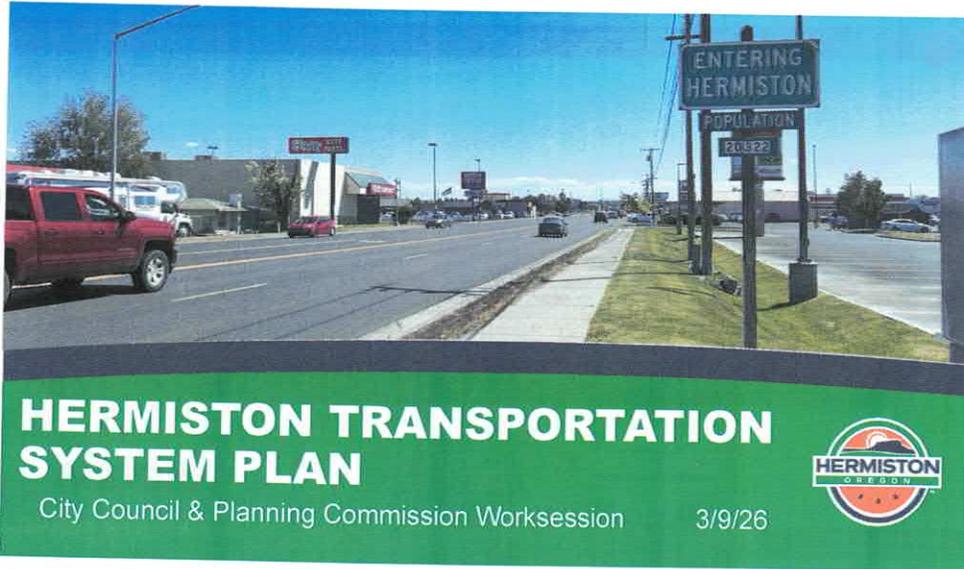
Hermiston Transportation System Plan Update and Recommendations

Planning Director Clint Spencer introduced Nick Foster from Kittelson & Associates, Marcy McInelly from Urbsworks, and Cherly Jarvis-Smith from ODOT and presented information (PowerPoint Presentation attached) regarding:

- Transportation System Plan Project Overview- project process timeline, different transportation options, roadway owners inside of city limits and urban growth boundary to include Umatilla County and ODOT, needs, goals, prioritizing projects using guiding principles, and potential funding sources
- Community Engagement Efforts- to include outreach made via in-person events, virtual open houses, surveys, and Advisory Committee meetings
- Projects, Programs, and Plans- prioritizing safe routes to schools, bringing streets up to modern standards, and improve connectivity throughout the City; highlighting potential new roadway extensions, existing roadways, and intersection projects; reviewing pedestrian and bicycle system; and improving bus stops throughout the city with continued support from partnership with Kayak
- Code Amendments- auditing the city's code, recommending amendments; reviewing areas of focus to include issues with current standards, connectivity, residential and high traffic streets
- Next Steps- Although projected final TSP was scheduled for Spring of 2026 this has been pushed to Summer of 2026

Adjournment

After additional discussion and answering questions from the Council and Planning Commission, Mayor Primmer ended the work session at 6:53pm and stated the City Council would convene for their regular council meeting at 7:00pm.



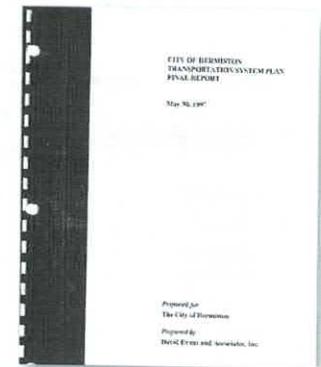
AGENDA

- Project Overview
- Community Engagement
- Projects, Programs, and Plans
- Code Amendments
- Next Steps



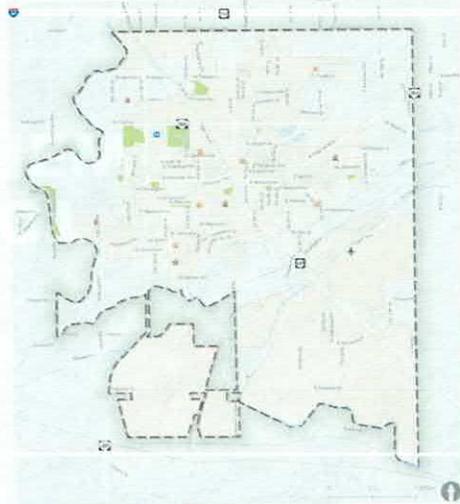
WHAT IS A TRANSPORTATION SYSTEM PLAN?

- Long-range
- All transportation modes
- Vision and goals
- Needs
- Prioritized projects
- Potential funding sources



PROJECT SCOPE

- Public roads within Hermiston urban growth boundary
- Roadway owners
 - City of Hermiston
 - Umatilla County
 - ODOT



PROJECT PROCESS



VISION

Hermiston will strive towards a safe, efficient, and reliable transportation network that meets the needs of, enhances the quality of life of, and supports the mobility of all transportation users.

GUIDING PRINCIPLES

	Safety		Community
	Mobility		Environment
	Connectivity		Fiscal Strategy



ENGAGEMENT AT A GLANCE

3 Outreach periods	3 Virtual open houses and surveys
5 In-person events	264 Survey responses/online comments
120+ People interacted with in-person	3 Technical Advisory Committee meetings



ENGAGEMENT ROUND 1

- 2 youth workshops + HS class online participation
- Pop-Up event at high school football game
- Tabling event at Melonfest
- Project website and virtual open house



ENGAGEMENT ROUND 2

- Tree Lighting Celebration
- Project website and virtual open house



ENGAGEMENT ROUND 2 (CONTINUED)

- In-person budgeting:
 - Intersection projects - \$1,140
 - Bike & trail projects - \$1,040
 - Pedestrian projects - \$1,000
 - Roadway projects - \$700
- Online prioritization
 - Roadway projects – 4.2
 - Pedestrian projects – 4.0
 - Intersection projects – 3.9
 - Bike & trail projects – 3.2



ENGAGEMENT ROUND 2 (CONTINUED)

- Priority project locations:
 - US 395
 - OR 207 (including trail)
 - Highland Avenue (including 1st)
 - Orchard Avenue (including 1st)
 - Punkin Center Road
 - Umatilla River Trail
- Alternative preferences:
 - OR 207/NE 10th Street – Roundabout
 - Orchard Ave/1st Place – Disconnect Orchard Ave from US 395



ENGAGEMENT ROUND 3

- Project website and virtual open house
- Feedback on priority projects
 - 1st/Highland
 - 4th Street Reconstruction
 - 10th Street Reconstruction



**PROJECTS,
PROGRAMS, AND
PLANS**

ROADWAY AND INTERSECTION PROJECTS

- All users
 - Prioritize activity centers and regional impact
- Bring streets up to modern standards
- Improve connectivity
- Incorporate 2025 TSAP
- Safe Routes to Schools



ROADWAY PROJECTS

- 61 projects
 - Modernization (24)
 - Street Extension (21)
 - New Street (8)
 - Safety/Access Management (4)
 - Realign (4)
- Active Transportation Elements
 - Bike Lanes (28)
 - Multi-Use Trails (11)
 - Sidewalks (40)



HERMON TRANSPORTATION SYSTEM PLAN

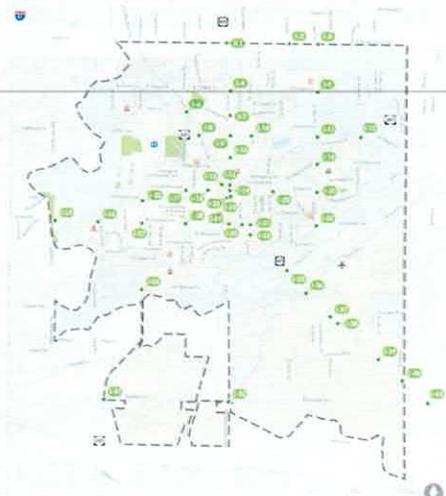
17

HERMON TRANSPORTATION SYSTEM PLAN

18

INTERSECTION PROJECTS

- 43 projects (not including roadway)
 - Safety (11)
 - Geometric (e.g., turn lanes, 11)
 - New Signal/Roundabout (17)
 - Bicycle/Pedestrian (3)
 - Stop Control (1)



ROADWAY PROGRAMS AND PLANS

- Functional classification changes
- Increase residential setbacks
- Street connectivity in development standards
- Permeable materials for off-street parking
- Cross-section updates
- Alternative Mobility Targets on US 395
- Update City TIA Threshold

HERMON TRANSPORTATION SYSTEM PLAN

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HERMON TRANSPORTATION SYSTEM PLAN

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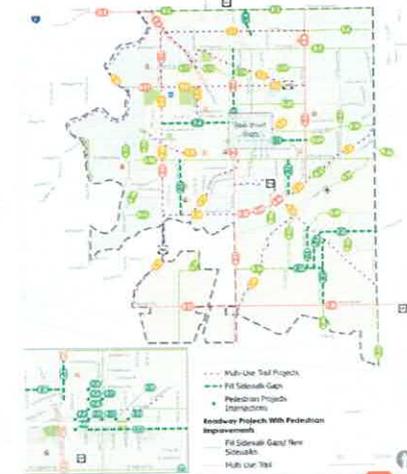
PEDESTRIAN AND BICYCLE SYSTEM

- Create complete streets for all users
- Fill in network gaps
- Leverage roadway projects to incorporate pedestrian and bicycle elements



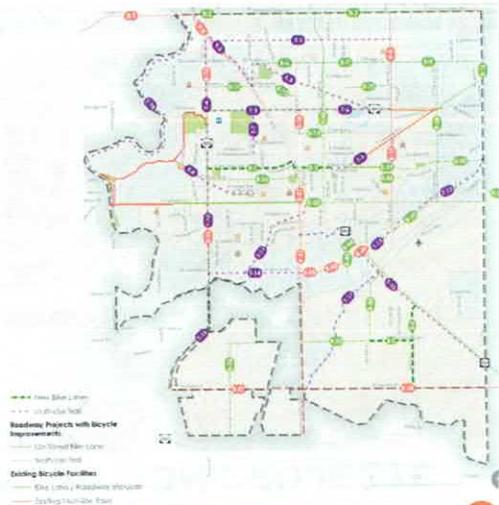
PEDESTRIAN SYSTEM

- Sidewalk gap filling projects (11)
- Curb extension projects (10)
- Additional pedestrian crossings (1)
- Roadway projects with pedestrian elements
 - Multi-Use Trails (11)
 - Sidewalks (40)



BICYCLE SYSTEM

- Bike lane projects (4)
- Trail projects (18)
- Roadway projects with bicycle elements
 - Bike Lanes (28)
 - Multi-Use Trails (11)



PEDESTRIAN/BICYCLE PROGRAMS & PLANS

- Update standard street cross-sections
- Develop and implement a process for filling in sidewalk gaps and enhancing crossings along walking routes to schools.



TRANSIT SYSTEM

- Four potential mobility hub locations
- Tri-Cities to Hermiston route
- Umatilla County Transit Development Plan identified a stop improvement



25

TRANSIT PROGRAMS

- Develop a program to prioritize and improve bus stops throughout the city.
- Maintain current taxi-based paratransit service and adapt as needed to evolving needs within the city.
- Continue to partner with Kayak for fixed-route public transit services.



Source: City of Hermiston

26

RAIL & PIPELINE

- No independent rail projects
- 6 roadway and 11 intersection projects may affect crossings
- Several trail projects require RR coordination
- No pipeline projects were impacted
 - City should continue to coordinate with pipeline operators on individual project impacts

27



28

CODE AMENDMENTS

- Current task: Code audit
- Next task: Line-by-line amendments
- Focus: Residential neighborhoods
- Set the transportation stage for housing related amendments
- Sections audited:
 - Subdivision
 - Streets
 - Public works standards (cross sections)
 - Traffic impact analysis (TIA)

AREAS OF FOCUS

- Streets and alleys
- Connectivity
- Where residential neighborhoods and major streets meet

STREETS – ISSUES WITH CURRENT STANDARDS

- Wide streets and alleys invite speeding
- One size street does not fit all neighborhoods
- Additional options for developers
- Right sizing street requirements for residential development and low traffic volume streets
- Constrained right of way: Clear guidance on priorities
- Walkable, bike-able, safer, greener neighborhood streets
- Plant strip (park strip) options – street trees, swales
- Adds value to residential neighborhoods - appreciate in value over time

CONNECTIVITY

- Connectivity means people can get around their neighborhoods safely and easily
- Connect to destinations like schools, stores, and transit
- Works for everyone, whether driving a vehicle, walking, or biking
- Issues with current standards
 - Blocks are large (long)
 - Require inconvenient, out of direction travel, especially for people on foot
 - When blocks are smaller and there are more streets they can share traffic
 - Goal: Keep traffic volume low on residential streets

WHERE RESIDENTIAL NEIGHBORHOODS AND MAJOR STREETS MEET - ISSUES

- Busy, high traffic volume streets next to homes
- Plant strip (park strip) provides an important buffer
- Protects people walking on the sidewalk and buffers homes that face the street
- Street trees and landscaping are important
- Develop a street plan:
 - Require a planting strip, buffered sidewalk, street trees, and HOA maintenance
 - Maximum spacing between intersections (300 feet)
 - No rear yards onto a collector, only side yards
 - Require one driveway per two lots onto collectors creating a shared driveway (result: no backing out onto collectors)
- Good streets help residential neighborhoods appreciate in value over time



NEXT STEPS





CITY COUNCIL

Regular Meeting Minutes

March 9, 2026

Mayor Primmer called the regular meeting to order at 7:00pm. Present were Councilors Roberts, Myers, McCarthy, Duron, Linton, Kelso, and Barron. Councilor Hayward was excused. City Staff in attendance included: City Manager Byron Smith, Assistant City Manager Mark Morgan, City Attorney Richard Tovey, Police Chief Jason Edmiston, Finance Director Ignacio Palacios, Planning Director Clint Spencer, Parks and Recreation Director Brandon Artz, Court Administrator Jillian Viles, and City Recorder Lilly Alarcon-Strong. The pledge of allegiance was given.

Citizen Input on Non-Agenda Items

None given.

Consent Agenda Items

Councilor McCarthy moved and Councilor Duron seconded to approve Consent Agenda items A-D, to include:

- A. Committee Vacancy Announcements
- B. Appointment Confirmation to Paul Wolverton for Budget Committee Position #1 ending December 31, 2028
- C. Appointment Confirmation to Jacobo Gutierrez for Hispanic Advisory Committee Position #5 ending June 30, 2028
- D. Minutes of the February 23 City Council Work Session and Regular Meeting

Motion carried unanimously with Councilors Roberts, Myers, McCarthy, Duron, Linton, Kelso, and Barron voting in favor.

Mayor Primmer encouraged the public to apply for open committee positions.

Resolution No. 2411- Establishing Hermiston Enterprise Zone

Assistant City Manager Morgan reviewed information from the agenda packet and presented information (PowerPoint Presentation attached) regarding the formation of the Hermiston Enterprise Zone.

City Attorney Tovey stated the amended resolution, adding hotel language, was not updated in the agenda packet and read that section aloud.

Public Comment

UCFD#1 Fire Chief Scott Stanton; Debbie Pedro, 925 E Pine Ave; Dan Hinton, 858 E Newport Ave; Dave Hansen, 1737 W Alleluia; and Luanne Wolfe, 299 E Punkin Center Rd- spoke regarding UCFD#1 statistics, their support of economic development, however, the UCFD#1 must be able to grow with the community and asked that UCFD#1 be invited during negotiations so they are able to obtain funding as UCFD#1 has not received financial support for enterprise zone agreements, and the importance of making sure people and assets are safe in the community.

Councilor Barron stated Public Safety Impact Fee's were established in all enterprise zone agreements with the exception of the first agreement due to oversight; therefore UCFD#1 has and does receive funding from these agreements. Councilor Barron thanked City staff for working fairly and aggressively on these agreements.



CITY COUNCIL

Regular Meeting Minutes March 9, 2026

Councilor Linton asked Chief Stanton what the increase for services have been for the City of Hermiston.

Fire Chief Stanton stated the calls for service ratio has remained the same.

After additional discussion and answering questions from the Council, Councilor McCarthy moved and Councilor Myers seconded to adopt Resolution No. 2411 as amended and lay upon the record. Motion carried unanimously with Councilors Roberts, Myers, McCarthy, Duron, Linton, Kelso, and Barron in favor.

Resolution No. 2412- Approving Contract Award for Purchase and Installation of Backup Power Generators for the Regional Water System- Assistant City Manager Morgan reviewed information from the agenda packet regarding Resolution No. 2412.

Councilor McCarthy moved and Councilor Myers seconded to adopt Resolution No. 2412 and lay upon the record. Motion carried unanimously with Councilors Roberts, Myers, McCarthy, Duron, Linton, Kelso, and Barron in favor.

Amended Harkenrider Center Facilities Agreement with Senior Board

Parks and Recreation Director Brandon Artz reviewed information from the agenda packet and presented information (PowerPoint Presentation attached) regarding the proposed amended agreement with the Senior Center Board for use of the Harkenrider Senior Center Facility.

After addressing questions from the Council, Councilor Duron moved and Councilor McCarthy seconded to adopt the agreement as written. Motion carried unanimously with Councilors Roberts, Myers, McCarthy, Duron, Linton, Kelso, and Barron in favor.

Mayor Primmer stated he was a part of the negotiations of this contract and is proud of the work staff did to complete this process.

Adoption of 2026 Council Goal Setting Report

City Manager Smith reviewed information from the agenda packet and stated several of these established goals have been completed within the last week to include: TSP, Housing with HUB, Senior Center Contract, and Charter Review.

Councilor Roberts and Duron spoke regarding how great the Goal Setting Session was and completed report.

Councilor Kelso agreed stating the Goal Setting Session is also a great way for Councilors to get to know each other and their perspectives better and thanked staff for this process.

Councilor Duron moved and Councilor Roberts seconded to adopt the 2026 Council Goal Setting Report. Motion carried unanimously with Councilors Roberts, Myers, McCarthy, Duron, Linton, Kelso, and Barron voting in favor.



CITY COUNCIL

Regular Meeting Minutes

March 9, 2026

Committee Reports

Library Board- Councilor Roberts spoke regarding new staff members hired, strategic planning is underway, and the Little Wiggles Baby Rave event that brought in more than 80 baby participants. Usually, when the Library has events that bring in about 30 people, it is considered a good event, so something that brings in more than that was great.

Airport Advisory Committee- Councilor Roberts fuel sales have increased as Life Flight calls for services have also increased, all hangars have been filled with a waiting list for those who would like to house their planes onsite, as well as discussions regarding how to deal with derelict planes- making sure that the Airport does not become a dumping ground.

Councilor Linton stated the Airport needs an aviation mechanic. Those interested are encouraged to get in touch with Airport personnel.

Charter Review Committee- Mayor Primmer stated this Committee met to present and discuss proposed charter amendments which will be presented to the Council soon.

Finance Committee- Mayor Primmer stated this was a good meeting which provides greater transparency as the Committee reviews ways to make changes to financial reporting.

Mayor's Report

Mayor Primmer spoke regarding:

- Distinguished Service Awards
- National League of Cities Conference in Washington DC
- HUB Groundbreaking
- Hermiston Boosters Annual Steak Feed and Auction
- Daddy Daughter Dance

Council Presidents Report

Councilor McCarthy spoke regarding:

- Attending the Campus Life Fundraiser and commenting on what a great event it was, Councilors Hayward and Kelso were also in attendance.
- Tomorrow is the last day to turn in Council Candidacy SEL 101

Council Reports

Councilor Barron stated he wanted to make a correction to his earlier statement during the Enterprise Zone discussion, stating UCFD#1 receives the entirety of the Public Safety Impact Fee funds, and wanted to make this clear. Councilor Barron asked that we all keep service members in our thoughts and prayers during these uncertain times.

Councilor Linton asked that the Council consider an increase to their stipend.

Councilor Roberts asked if this could be incorporated into the budget.

City Manager Smith stated the increase, if approved, would be incorporated in the budget, however, the approved increase could not be effective until after the next election.



CITY COUNCIL

Regular Meeting Minutes March 9, 2026

Councilor Linton moved and Councilor McCarthy seconded to direct staff to return to the Council with options to increase the City Council stipend. Motion carried 5-2 with Councilors Roberts, McCarthy, Duron, Linton, and Barron in favor; and Councilors Myers and Kelso in opposition.

Councilor Kelso stated he and his wife are always impressed by how the community supports kids fundraising efforts. Attended the HUB groundbreaking, thanking the local Oregon developer for coming to Hermiston and staff for making this happen, stating this is a great opportunity for people that are not ready to purchase a home to be able to still find housing and help the community and economy grow in Hermiston.

Councilor Duron thanked staff for always providing such great reports that are presented at every meeting.

Councilor Roberts stated Hermiston High School FFA Student Evelyn Hayes spoke at the Umatilla County Board of Commissioners meeting to practice speaking for their state competition and thought it would be a good idea to support our youth by also allowing them to speak at City Council meetings in the future.

Mayor Primmer stated he is supportive of this idea.

Youth Advisory Report

None present.

Manager's Report

City Manager Smith stated Council has spoken on all topics.

Adjourn

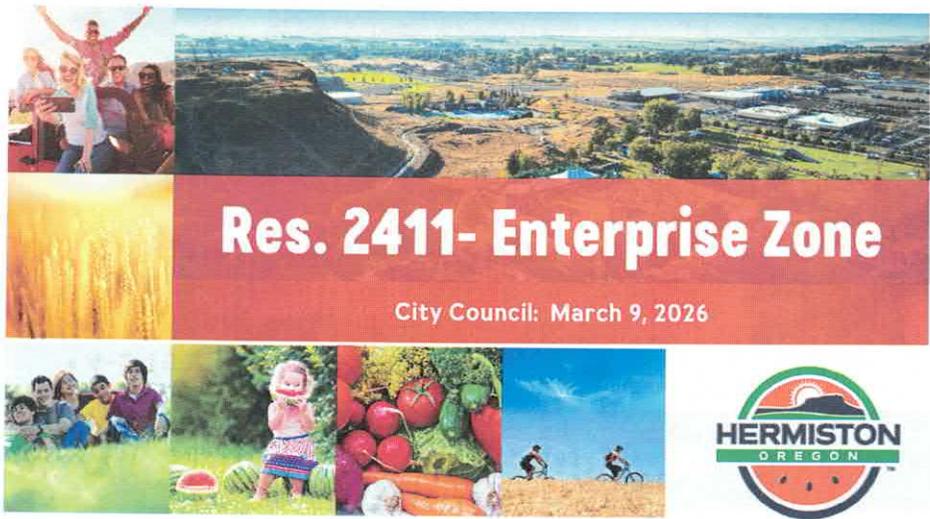
There was no other business and Mayor Primmer adjourned the regular City Council meeting at 8:51pm.

SIGNED:

Doug Primmer, Mayor

ATTEST:

Lilly Alarcon-Strong, CMC, City Recorder



Res. 2411- Enterprise Zone

City Council: March 9, 2026



Resolution 2411

- Creates New "Hermiston Enterprise Zone"
- Existing "Greater-Hermiston Enterprise Zone"
 - **Expiring 6/30/26**




Enterprise Zone Basics

Where Life is Sweet™

Basics

- Create New Jobs
- Incentivize Higher Wages
- *Generally* Only for "Traded Sector"
 - **i.e. not: Retail, Restaurants, Services, etc.**



HERMISTON Ezone Programs/Options

- 3-Year (Basic)
- 4-5 Year (Extended)
- 7-15 Year (LTREZ)
- Hotel



HERMISTON Ezone Programs/Options

- 3-Year (Basic)
 - Create at least 1 Job, or Expand by 10%
 - No Wage Requirements
 - Example:
 - Shearer's Foods 2009
 - Shearer's Foods 2014
 - Eastern Oregon Telecom 2017



HERMISTON Ezone Programs/Options

- 4-5 Year (Extended)
 - Create at least 1 job, or expand by 10%
 - Compensation (+ Benefits) > 130% County Avg Wage
 - Wages > 100% County Avg Wage
 - School Support Fee
 - Pay 15% of Total Tax Obligation to State School Fund



HERMISTON Ezone Programs/Options

- 7-15-Year (Long-Term Rural)
 - Minimum Investments \$12.5M
 - Job Creation Tied to Investment Size
 - Wages/Benefits Similar to Extended (130%/100%)
 - Negotiated Fees take place of Taxes
 - School Support Fee



HERMISTON School Support Fee?

- Extended & LTREZ Agreements
- Companies Pay 15% of Tax Liability to Local Schools
- Local Schools Report Revenue to State
- State Reduces Funding to Local School Proportionately



HERMISTON School Support Fee?

Entity	Rate*
General County	2.8038
City of Hermiston	5.99
Port of Umatilla	0.1515
UCFDI	1.7224
Radio/Data	0.1674
Cemetery District	0.0908
Mosquito Control	0.199
HURA	0.2811
Hermiston School District	4.8048
IMESD	0.6059
BMCC	0.6507
BMCC Bond	0.1797
UCFDI Bond	0.2031
HSD Bond	3.033
	20.8832

- State School Fund Back-Fills Local School Districts to Ensure Equal Education Across the State
- If Local Tax Revenues don't Generate Enough, then State Tax Resources Subsidize Local Educational Operations

*Ignores Compression for Simplicity

HERMISTON School Support Fee?

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BMCC Bond	0.1797
UCFDI Bond	0.2031
HSD Bond	3.033
	20.8832

- \$100M Widget Factory Example
- Annual Property Tax = \$2,088,320
 - Pay HSD: **\$313,248**
- HSD Sends \$313,248 to State School Fund
 - **545,000 students statewide = \$0.57/Student**
- HSD Receives ~\$2,850...

*Ignores Compression for Simplicity



HERMISTON Ezone Programs / Options

- Hotel Designation
 - Allows Ezone Benefits for Hotel Developments





Ezone Basics Summary

- Enterprise Zone Program Is an Umbrella
- Individual Exemptions Are All Unique
- Extended & LTREZ Exemptions must get Council Approval
- Tonight's action does not approve any 4+ Year Exemptions
 - **Basic Exemptions are guaranteed if qualifications met**



Formation of New Zone

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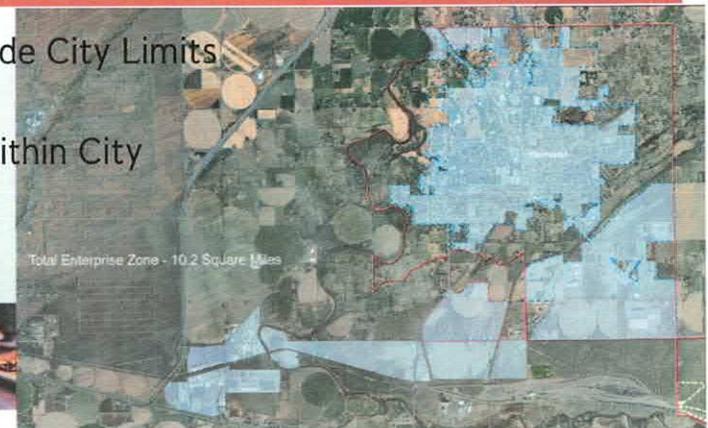
Back to the Future- Area

- Reduces Geographic Boundaries to within City Limits
- Original Hermiston Enterprise Zone was Only Within City Limits



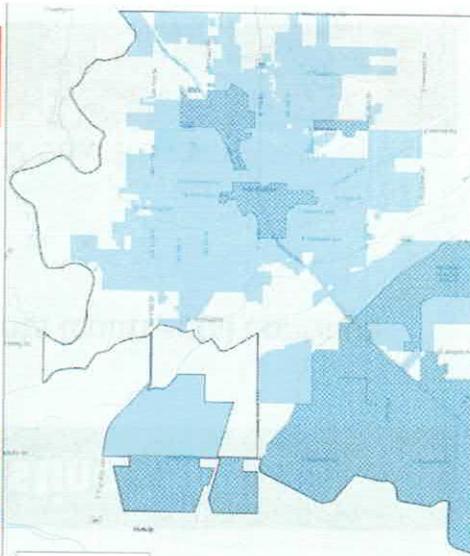
Existing

- Well Outside City Limits
- All Land within City Limits



HERMISTON OREGON **Proposed**

- Only within City Limits
- Industrial Zoning + Downtown Commercial
- May be Expanded in Future



HERMISTON OREGON **Outreach History**

- 1/13/26: Port of Umatilla Consents
- 1/14/26: Invites to Public Meeting Sent to all Taxing Districts
- 2/12/26: Public Meeting
- 2/26: Hermiston & Stanfield Schools Approve SSF Rate



HERMISTON OREGON

Financial History

Where Life is Sweet

HERMISTON OREGON **Existing LTREZ Agreements FY26**

- FY26: \$3.6M in Local Revenue
 - City of Hermiston: \$1,670,000
 - Umatilla County: \$1,581,000
 - Stanfield Schools: \$166,000
 - UCFDI: \$113,000
 - Hermiston Schools: \$58,000
 - All Others: Remaining



HERMISTON OREGON Cost of Existing LTREZ?

- \$0
 - Lamb Weston → Invest Limited Capital in American Falls / Plymouth
 - Lamb Weston Now Downsizing Company-Wide
 - AWS has large portfolio of viable real estate prioritize/deprioritize to make best investments first



HERMISTON OREGON Cost of Existing LTREZ?

- FY'26 All of these Entities Would have this much LESS Revenue

- City of Hermiston: \$1,670,000
- Umatilla County: \$1,581,000
- Stanfield Schools: \$166,000
- UCFDI: \$113,000
- Hermiston Schools: \$58,000
- All Others: Remaining



HERMISTON OREGON Closing Out Existing Zone

- GHEZ Sunsets 6/30/26
- Existing LTREZ Agreements (contracts) continue
 - Lamb Weston
 - PDX138
 - PDX245
 - PDX146
- Revenue Disbursements Should Remain As-Is





Financial Future

Where Life is Sweet™

HERMISTON **Saved by the Bell**

- Legislature actively trying to take Future LTREZ Ability from Hermiston Data Centers

OREGON TECH

Oregon's data center tax break moratorium would be narrower than initially described

Updated Nov. 10, 2022. 2:49 pm. Updated Nov. 10, 2022. 8:11 am.



Photo by Oregon Tech. Updated Nov. 10, 2022. 2:49 pm. Updated Nov. 10, 2022. 8:11 am.



HERMISTON **Changes on the Horizon**

- LTREZ Restrictions Almost Certain in 2027 Legislative Session

OREGON TECH

Oregon Legislature approves one-year moratorium on key data center tax break

Updated Nov. 10, 2022. 2:49 pm. Updated Nov. 10, 2022. 8:11 am.



Photo by Oregon Tech. Updated Nov. 10, 2022. 2:49 pm. Updated Nov. 10, 2022. 8:11 am.



HERMISTON **LTREZ Already Under-Cut With SSF**

- Statewide School Support Fee Nearly Doubles Cost of LTREZ (~\$4M/yr)
 - **Local schools' share:**
 - **HSD: \$36,000**
 - **SSD: \$3,700**

HERMISTON **Future Considerations**

- Data Centers are not inevitable
- New LTREZ Twice as Expensive with \$0 Local Extra
- Power Availability?
- State Restrictions?
- Not all Incentives (or dis-incentives) are financial



HERMISTON Future Strategy (LTREZ)

- At Least As Much Local Revenue as Previous
- Increase Revenue Dedicated for AAF (underlying tax districts)
 - i.e. **UCFDI, City, Radio/Data, Port, Vector, etc.**
- Distribute AAF \$ Proportionate to Existing Tax Rates



HERMISTON Future Strategy (Hotel)

- Only offer to potential hotels in downtown core

HERMISTON Future Strategy (Area)

- Entertain Expansion within 97838 ZCTA



HERMISTON **Next Steps**

- Council Approval
- Ratified by Business Oregon
- Effective 7/1/26



City/Senior Agreement
Harkenrider Senior Activity Center

Harkenrider Updated Agreement

Purpose of Agreement

- Replaces the original 2014 Facility Use Agreement
- Updates the agreement to reflect current operations and realities
- Clarifies roles, responsibilities, and expectations between the City and Senior Board
- Ensures the facility can continue to serve senior programming while expanding community access



Harkenrider Updated Agreement

Facility Use Structure

- Senior Board receives priority weekday daytime use for senior programs and meals (8am-4pm, Monday-Friday)
- Parks & Recreation manages evenings, weekends, and community rentals
- City maintains master scheduling and rental administration



Harkenrider Updated Agreement

Operational Clarifications

- Defines facility maintenance responsibilities
- Clarifies kitchen responsibilities and safety expectations
- Establishes clear access and circulation rules for shared use of the building
- Confirms the City retains ownership and oversight of the facility



Harkenrider Updated Agreement

Financial Structure

- Establishes rental revenue sharing (70% City / 30% Senior Board)
- Senior programming during priority hours remains fully retained by the Board
- City programs and activities remain City revenue
- Senior activities remain Senior revenue



Harkenrider Updated Agreement

Items Incorporated from Discussions with Senior Board

- Senior program rental discount (10%) for senior-related events
- City will make efforts to honor legacy community rentals
 - Example: American Legion monthly meetings, Lions Club poinsettia pickup
- Senior Board may coordinate up to four outside events annually
- Overall, increased communication for other rentals and activities



Questions

Where Life is Sweet™



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of March 23, 2026

Title/Subject

Ordinance 2381 – Amending Chapter 116 of the Hermiston Code of Ordinances to Increase Mobile Vending Licenses and Other Text Amendments

Summary and Background

The Hermiston City Council held an open house on February 23, 2026 to hear public concerns related to mobile food vending and the operation of food vendors within the city limits. Following the conclusion of the open house, the city council adopted Ordinance 2380 regulating unlicensed food vendors and instructed staff to prepare amendments to Chapter 116 to increase the available number of mobile vending licenses. In the process of reviewing Chapter 116, staff recommended additional text amendments to clarify and modify the existing regulations which have proven confusing or difficult to implement.

The amendments contained in Ordinance 2381 are as follows:

- Increase the number of annual licenses from 6 to 10 (116.05)
- Increase the number of 30-day licenses from 3 to 5 (116.05)
- Remove the event license as a category. (116.02)
- Compliance with the city FOG (fats, oils, and grease) program is required. (116.03)
- A spacing standard of either one unit per property, or a minimum of 100 feet between units on larger parcels is added. (116.07)
- Type 1 30-day licensed units are no longer to vacate the site every day. (116.08)
- The event license section is removed from the code (116.10)

The increase in licenses is a result of the motion made by city council on February 23. In considering the code as a whole, staff proposes several additional changes as housekeeping. It is proposed to remove the event license as a whole and reserve a section for future rulemaking. No event licenses have ever been issued by the city. In practice events which may have required an event license were already exempt from the provisions. All events have either been city sponsored events or otherwise held on public property, both of these functions are exempt in the current code.

The FOG program was implemented by the city council in 2024. By ordinance all food preparation businesses are already subject to FOG rules and participation in the FOG permitting. However for housekeeping, it is recommended that the FOG requirement be explicit in this code

as well. Obtaining a FOG permit becomes part of the licensing process and therefore cannot be missed in the process.

The 100 foot spacing standard or one unit per property is proposed for inclusion in considering the locations of existing vendors and potential locations for future vendors. The proposal aims to remove the potential for a property owner or business permitting two or three vendors in a parking lot thereby diminishing the business' available parking below that required by code and therefore creating additional burdens on surrounding businesses or traffic congestion impacting the surrounding area.

The requirement for 30-day licensees to vacate every day is removed as it is seen as placing an unequal burden on short term vendors.

Tie-In to Council Goals

N/A. The city council made a motion on February 23 to increase the number of available licenses.

Fiscal Information

Permit fees are collected for each license issued. An annual license is \$700. A 30-day license is \$200.

Alternatives and Recommendation

Alternatives

The city council may choose to:

- Adopt Ordinance 2381 as written
- Reject Ordinance 2381
- Request amendments to the text of Ordinance 2381 and consider revisions at another meeting.

Recommended Action/Motion

Staff recommends the city council adopt Ordinance 2381 as written.

Submitted By:

Clinton Spencer, Planning Director

ORDINANCE NO. 2381

AN ORDINANCE AMENDING CHAPTER 116 OF THE HERMISTON MUNICIPAL CODE RELATING TO MOBILE FOOD VENDORS

WHEREAS, the City of Hermiston Municipal Code (“HMC”) includes Chapter 116 “Mobile Food Vendors”; and

WHEREAS, the City Council asked for a review of this Chapter at their February 23, 2026 meeting; now therefore:

THE CITY OF HERMISTON ORDAINS AS FOLLOWS:

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

Section 1. Section 116.02 of Chapter 116 of the Hermiston Municipal Code is amended to read:

116.02 LICENSE REQUIRED.

(A) It shall be unlawful for any person to operate a mobile food unit or temporary restaurant in city limits without first procuring a license from the city unless an exemption applies.

(B) The city shall classify mobile food vending licenses as follows:

(1) *Type 1 license.* A food vendor operating from a self-contained pushcart, truck, trailer, or similar conveyance and approved by Umatilla County Health. A Type 1 license is valid for 30 days at any one location. ~~The site must be completely vacated between the hours of 10:00 p.m. and 6:00 a.m. each day.~~

(2) *Type 2 license.* A food vendor operating from a self-contained truck or trailer and approved by Umatilla County Health. A Type 2 license is valid for one year and may be renewed for the same location. The site must be completely vacated for ~~24~~ 12 hours at least once every ~~seven~~ 30 days.

~~(3) *Type 3 license (event license).* A license issued to an Oregon Health Authority permitted temporary restaurant or mobile food unit to serve the attendees of a specified temporary non-recurring street fair, festival, carnival, or similar community event. A temporary event is one lasting not more than seven calendar days. No more than one temporary event license shall be issued for the same, or substantially same, event, on or near the same location in each calendar year. An event license is subject to the requirements of § 116.10.~~

~~(4)~~ (3) *Type 3 license (lunch truck license).* A food vendor operating from a self-contained truck or trailer and primarily serving the workers and employees on the site, with only incidental sales to the general public. A lunch truck license is subject to the requirements of § 116.11.

(C) The license holder must personally operate the mobile food unit or directly supervise employees or family who work for the license holder. No other person may have any ownership, lease, or other rights to the business of any kind or nature.

(D) No person shall be issued more than one mobile food vendor license. A mobile food vendor may also hold a lunch truck license or obtain a short-term ~~or event~~ license. For purposes of LLCs, corporations, or other entity ownership, no entity shall be issued a license if a principal of the entity holding a license holds a personal license or is a principal or has an ownership interest in another entity holding a license.

Section 2. Section 116.03 of Chapter 116 of the Hermiston Municipal Code is amended to read:

116.03 LICENSE APPLICATION AND ISSUANCE.

(A) The application for the license shall be in writing in the form prescribed by the city containing the following information:

- (1) Name, address, phone number and email of the applicant. Entity applicants shall provide the name and address of all principals and the name and address of a person designated to supervise operation of the mobile food unit.
- (2) A copy of the state approved Class II, III or IV mobile food unit license issued to the applicant for the vending year.
- (3) The mobile food unit's proposed operating schedule.
- (4) A copy of the title and registration of the mobile food unit to be used by the applicant, including trailers, if they are required to be licensed and registered. The title and registration must be in the name of the applicant.
- (5) Except as provided in § [116.10](#), a detailed site plan of the proposed location as required by § [116.07](#), showing the exact location of the unit on the site, paved parking, access to and from the site, location of any power service to the unit, location of buildings and improvements on the site, the address or the County Assessor's map and tax lot for the site, and other particulars required by the city.
- (6) Except as provided in § [116.10](#), a "Consent to Use Agreement" signed by the owner of the property on which the mobile food unit is proposed to be located.
- (7) Payment in full of the application and license fee established by the city.
- (8) Such other information as the City Manager or designee deems appropriate to evaluate compliance with the requirements of this section.
- (9) A statement that the applicant has read, understands and agrees to comply with the provisions of this chapter.

(10) A FOG permit from the City of Hermiston for pre-treatment of wastewater is required.

(B) The city will conduct a preliminary review of the application. If the city concludes that the application preliminarily complies with all requirements of this chapter, the applicant shall bring the mobile food unit to a place designated by the city for an inspection to determine if it meets the requirements of this chapter.

(C) If compliance with all requirements of this chapter is demonstrated, the city shall grant the license with any modifications required by the city. If the city denies the application, it shall refund the license fee.

(D) The city will commence processing the applications for mobile food units licenses no earlier than 90 days prior to the next vending year. Lunch truck and short-term applications may be submitted at any time during the calendar year.

(E) Notwithstanding subsections (A)(5) and (A)(6) of this section, the applicant may obtain a conditional license without an approved location or consent to use agreement. The conditional license shall not authorize operation but otherwise is valid for 45 days. The conditional license shall expire if the conditional licensee fails to obtain city approval of a location and consent to use agreement within 45 days. The city may, in its discretion, extend the period of the conditional license for good cause beyond the reasonable control of the conditional licensee on request filed before expiration.

(F) The licensee shall post the license or card in a conspicuous place on the mobile food unit clearly showing the name and address of the licensee and license number.

Section 3. Section 116.05 of Chapter 116 of the Hermiston Municipal Code is amended to read:

116.05 LIMIT ON AVAILABLE LICENSES.

(A) The maximum number of licenses shall be as follows:

(1) The maximum number of Type 1 licenses shall be ~~three~~ **five**.

(2) The maximum number of Type 2 licenses shall be ~~six~~ **ten**.

~~(3) The maximum number of Type 3 licenses shall be unlimited.~~

~~(4)~~**(3)** The maximum number of Type ~~4~~**3** licenses shall be two.

(B) Applications for licenses shall be processed in the order received, except that applications for renewal shall take precedence.

~~(C) A person may by letter request to be placed on a waiting list to submit an application. If the number of licenses drops below the maximum permitted and there are no active license~~

~~applications or renewals pending, the city will notify the person who is next on the list in writing. The person will have 30 days to file an application.~~

(D) (C) Nothing in this chapter precludes the city council, by ordinance, from increasing or decreasing the number of available licenses at any time.

Section 4. Section 116.07 of Chapter 116 of the Hermiston Municipal Code is amended to read:

116.07 APPROVED LOCATION.

(A) A mobile food unit may only operate from an approved location which meets the criteria established in this chapter.

(B) ~~Type 1, Type 2, and Type 4~~ v Vendors shall be located entirely on private property. ~~Type 3 licenses operating in conjunction with an event may be located on public right of way with permission from the city.~~

(C) A mobile unit shall only operate in an approved parking lot, or other hard surface area, where the off-street parking requirements for all uses or activities served by the off-street parking area are met.

(D) The mobile food unit shall be located at least 100 feet from any residential use as measured from the mobile food unit to the nearest residential property line.

(E) The mobile food unit shall not be located within any vision clearance area as defined in § [157.142](#).

(F) The property, mobile food unit and lunch truck location shall not present a safety risk to pedestrians or vehicles and not adversely affect access and parking for the employees and customers of adjoining property owners.

(G) If after approving a location, the city determines, in its reasonable discretion, that the approved location, including the location of the unit or lunch truck, presents a safety hazard due to changed conditions, it may withdraw or modify the approved location. Absent exigent circumstances, the licensee shall have a minimum of 60 days to relocate.

(H) Approved Type 1 and Type 2 mobile food unit locations are limited to any commercial zone of the city; provided, that all requirements within this chapter or the zoning code are met. Type 4 3 vendors may also locate in any industrial zone to provide lunch service to industrial employment centers. A Type 4 3 vendor may locate in any residential zone to provide lunch service to active residential construction projects.

(I) Mobile units shall be located a minimum of 100 feet apart on each property and also meet the spacing requirement of 116.07(D). Where 100 feet of spacing cannot be met, the property

shall be limited to one unit. The spacing standard between units is not applicable to units not located on the same property.

Section 5. Section 116.08 of Chapter 116 of the Hermiston Municipal Code is amended to read:

116.08 OPERATION AND SITE REQUIREMENTS.

Mobile food vendors must, at all times, comply with the following requirements:

- (A) Awnings attached to the mobile unit are allowed but no poles, supports or guy wires to the ground may be attached to the awning.
- (B) At least one 35-gallon trash receptacle with a tilting lid must be provided for the patrons of the mobile food vendor and must be emptied when three-fourths full.
- (C) The site must be kept free and clear of all trash and debris.
- (D) No tables, tents, shades, chairs or other similar property for use of the mobile food vendor or its patrons is allowed.
- (E) No gas, propane, natural gas, water tanks or other property may be placed on the ground at any time. The mobile food vending unit must be fully self-contained.
- (F) No receptacles for gray water may be placed on the ground or used to collect water. All water produced by the unit must be contained in the unit.
- (G) Condensate from refrigerated air conditioner units or other HVAC units may be allowed to run onto the ground.
- (H) No swamp coolers or units which use water for cooling may be used.
- (I) No water lines or sewer lines may run to or from the unit.
- (J) The area where the unit is sited, its accesses and parking must all be paved.
- (K) The mobile food vendor's restaurant license must be displayed on the unit at all times in a glass window of the unit or as otherwise required by Oregon law so it can be read from outside.
- (L) The mobile food vendor's license must be displayed on the unit at all times in a glass window of the mobile food unit so it easily can be read from the outside.
- (M) The vehicle registration of the mobile food unit must be displayed on the unit at all times in a glass window of the unit so it can be read from the outside. The registration must be current and valid.
- (N) Mobile food units may only be driven or towed by a person possessing a valid driver's license.

(O) ~~Type 2~~ All mobile food units and lunch trucks shall be mobile and shall be moved onto private property more than 400 feet away from their approved location or to another site that is less than 400 feet away if it is parked behind a sight-obscuring fence so it is not visible in any manner from a public street or from the approved location it uses. ~~Type 2~~ Mobile units shall vacate their approved location for 12 hours at least once every ~~seven~~ 30 days.

~~(P)~~ ~~Type 1 mobile food units shall be mobile and shall be moved onto private property more than 400 feet away from their approved location or to another site that is less than 400 feet away if it is parked behind a sight-obscuring fence, so it is not visible in any manner from a public street or from the approved location it uses. Type 1 units shall vacate their approved location between the hours of 10:00 p.m. and 6:00 a.m. daily.~~

~~(Q)~~ (P) Except for lunch trucks, no mobile food vendors may be open for business between the hours of 10:00 p.m. and 6:00 a.m.

~~(R)~~ (Q) If external electric service is necessary, an underground electrical service outlet providing electricity may be used. The outlet must have a ground fault interrupter and meet all applicable city, state and federal codes. The extension cord from the outlet to the mobile food unit must not be longer than 20 feet, must meet all city, state and federal codes and be secured to avoid a trip hazard.

Section 6. Section 116.10 of Chapter 116 of the Hermiston Municipal Code is amended to read:

116.10 EVENT LICENSE RESERVED.

~~The city may issue temporary event licenses to a licensed food unit or licensed lunch truck to serve the attendees of a specified temporary non-recurring street fair, festival, carnival, or similar community event. A temporary event is one lasting not more than seven calendar days. No more than one temporary event license shall be issued for the same, or substantially same, event, on or near the same location in each calendar year.~~

~~(A) The location requirements of §§ 116.03 and 116.07 shall not apply but the applicant for a license to operate a temporary event shall provide proof of authorization from the event organizer and property owner on which the unit or truck will be located. The unit or truck may be located in right of way closed for the event with the approval of the city.~~

~~(B) The temporary event license shall be valid the day(s) of the event. It shall be placed on the site no earlier than 6:00 a.m. on the first day and removed no later than 10:00 a.m. on the date following the event with the site left in its prior condition.~~

~~(C) An application for a temporary event license must be received by the city at least ten days in advance and contain all information required by the city, including any applicable fee.~~

~~(D) Unless waived in the license by the city based on the particular circumstances of the event, all provisions of §§ 116.08 and 116.09 (mobile food units) or § 116.11 (lunch trucks) apply.~~

~~(E) Events shall be spaced at least 1,000 feet apart as measured from property line to property line.~~

Section 8. All other provisions of the Hermiston Municipal Code remain unchanged and in full effect.

Section 9. The City Recorder is hereby authorized to correct any scrivener's errors and to conform the revisions to the Hermiston Municipal Code with appropriate numbering.

Section 10. This ordinance shall take effect on the 30th day after its adoption.

ADOPTED by the Common Council this 23rd day of March 2026.

SIGNED by the Mayor this 23rd day of March 2026.

Doug Primmer, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC CITY RECORDER



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of March 23, 2026

Title/Subject

Resolution 2413: Approving a Purchase & Sale Agreement to sell 10 acres of land, known as Cook3A1 within the South Hermiston Industrial Park.

Summary

This resolution will authorize staff to carry out all of the actions necessary to sell 10 acres of city-owned land, known as Cook3A1, located southeast of the intersection of SE 9th street and E Penny Avenue within the South Hermiston Industrial Park, identified as Parcel 1 in the attached partition plat.

Background

The City Council, in January, 2024, authorized the purchase of approximately 44.42 acres ([Cook #3](#)). That purchase closed in June, 2024 at a price of \$41,175.28 per acre. The direction from City Council was for city staff to market the property for economic development purposes for a period of at least 5 years; after which time, the strategy would shift to liquidating the asset for the purposes of simply recouping the investment at a price commensurate with what the city would have otherwise received from investing those resources in the Local Government Investment Pool (LGIP).

This request is related to a private light industrial development planning to initially construct a 30,000 square foot building, with future planned building to total up to approximately 95,000 square feet. This development would be located on a 10 acre parcel (Cook3A1) which was partitioned off from the 44 acre parent site (Cook #3).

Tie-In to Council Goals

Goal 1- ECONOMIC DEVELOPMENT: EXPAND, STRENGTHEN, AND DIVERSIFY THE LOCAL ECONOMY

Fiscal Information

This 10 acre sale will be for \$65,000 per acre (\$650,000). Accounting for closing costs and brokerage fees estimated at \$35,000, this results in a 20-month "profit" of approximately \$20,000 per acre (~\$200,000).

The initial capital (\$1,833,006.00) to purchase Cook #3 was derived from reserves in the Utility Fund. Upon completion of this sale, all proceeds will be returned to the Utility Fund's reserve. This will leave approximately 34 acres from the original purchase, and leave approximately \$1,148,006 from the original basis to still be returned to the Utility Fund.

Assuming LGIP rates of return since June, 2024 on the remaining \$1,175,000, the current amount needed to be returned to the utility fund from future land sales is approximately \$1,285,000. Spread across 34 remaining acres, this yields a minimum sale price for future land as approximately \$37,800 per acre. Therefore, staff still feels confident in the strategy of continuing to hold the real estate for the remaining 3.5 years and marketing it for development while ultimately being able to quickly liquidate it at the end at a price which will make the utility fund whole.

Alternatives and Recommendation

Alternatives

1. Approve Resolution 2413
2. Reject Resolution 2413
3. Table Resolution 2413

Recommended Action/Motion

Approve Resolution 2413

Submitted By:

Mark Morgan

RESOLUTION NO. 2413**A RESOLUTION APPROVING A REAL ESTATE PURCHASE AGREEMENT TO SELL CERTAIN PROPERTY AND AUTHORIZING THE CITY MANAGER TO SIGN ALL NECESSARY DOCUMENTS ON BEHALF OF THE CITY**

WHEREAS, ORS 271 authorizes the City of Hermiston (“City”) to enter into agreements for the purpose of selling real property; and

WHEREAS, the City authorized the purchase of approximately 44.42 acres located in the South Hermiston Industrial Park in January, 2024 and that purchase closed in June, 2024; and

WHEREAS, the property was not needed for public use and the direction from City Council was for city staff to market the property for economic development purposes; and

WHEREAS, The 44.42 acre property has since been divided into three parcels made up of Parcel 1 (10 acres), Parcel 2 (33.909 acres), and Parcel 3 (25,176 sq. feet); and

WHEREAS, the City has been in negotiations with a potential buyer for Parcel 1 which is known as Cook3A1, and is further described as Parcel 1, Partition Plat 2024-21 (the “Property”); and

WHEREAS, City Staff has proposed the City Council consider a Purchase and Sale Agreement (“Agreement”), attached hereto, for such possible sale.

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

1. The City hereby approves the Purchase and Sale Agreement for the sale of 10 acres of real property known as Cook3A1 and further described as Parcel 1, Partition Plat 2024-21, Hermiston Oregon as in substantial conformity with the Purchase and Sale Agreement as attached hereto, but with any changes the City Manager may approve.
2. The City Manager is hereby authorized, on behalf of the City and without further action by the City Council, to execute the Purchase and Sale Agreement and to perform all necessary acts, sign all necessary documents, and complete any other necessary matters in order to sell the subject property.
3. The above recitals are incorporated as the City Council’s findings as if set forth herein.
4. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 23rd day of March 2026.

SIGNED by the Mayor this 23rd day of March 2026.

Doug Primmer, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER

PARTITION PLAT 2024-

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF HERMISTON, UMATILLA COUNTY, OREGON

LEGEND

- SET 5/8" X 30" REBAR WITH ORANGE PLASTIC CAP MARKED "APA 49593PL5"
- △ SET 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "APA 49593PL5"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "EDWARDS 951", OR AS NOTED
- PROPERTY LINES
- - - ADJACENT PROPERTY LINES
- - - EXISTING RIGHT OF WAY CENTERLINE
- EXISTING RIGHT OF WAY
- (SDD°MM'SS"W, XX.XX' RX) SURVEY INFO., REFERENCE

SURVEY REFERENCES

REF. NO.	SURVEY
R1	PP 2023-11
R2	PP 2008-25
R3	PP 2024-01
R4	PP 2019-08

SURVEY NARRATIVE

THIS PARTITION WAS PERFORMED AT THE REQUEST OF THE CITY OF HERMISTON IN COOPERATION WITH FOR THE PURPOSE OF CREATING 3 PARCELS AS SHOWN. I HAVE CONFIGURED THE PARCELS AS DIRECTED BY THE CITY OF HERMISTON.

THE SOUTH BOUNDARY IS THE NORTH RIGHT-OF-WAY LINE OF FEEDVILLE ROAD. THE LINE WAS DETERMINED FROM THE FOUND MONUMENTS IN FEEDVILLE. THIS IS OFFSET 33 FEET FOR THE RIGHT-OF-WAY LINE. THE WEST LINE IS THE NINTH STREET RIGHT-OF-WAY. THE LOCATION OF THIS LINE WAS FROM THE PARTITION PLAT 2023-11. THE MAP DEDICATED THIS PORTION OF NINTH STREET. I DID NOT FIND ANY NEW MONUMENTS ALONG THAT LINE. I DID FIND MONUMENTS ON THE NORTH SIDE OF PENNEY AVENUE, AND THEN CALCULATED THE CENTERLINE BASED ON SAID PARTITION PLAT. THE NORTH SIDE WAS DETERMINED FROM THOSE MONUMENTS ON THE NORTH SIDE OF PENNEY AND THE FOUND MONUMENT AT THE NORTHEAST CORNER OF THIS PARCEL.

BASIS OF BEARING

EAST LINE OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF HERMISTON, UMATILLA COUNTY, OREGON. BEARINGS SHOWN ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, ORCS COLUMBIA RIVER EAST NAD83

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEAR	CHORD DIST
C1	50.00'	5.47'	6°16'06"	N51°04'25"E	5.47'
R1	(50.00')	(5.45')	(6°14'39")	(S1°54'56")	(5.45')

FOR UMATILLA COUNTY CLERK RECORDING PURPOSES

EXACT COPY STATEMENT

I, RICHARD E. STIEN, OREGON REGISTERED LAND SURVEYOR NO. 49593LS, DO HEREBY STATE THAT THIS DRAWING IS AN EXACT COPY OF THE ORIGINAL THEREOF.

RICHARD E. STIEN, PLS 49593LS

REGISTERED PROFESSIONAL LAND SURVEYOR

PRELIMINARY

OREGON
FEBRUARY 8, 2000
RICHARD E. STEIN
49593PLS
RENEWAL DATE: 06/30/2026

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF HERMISTON, UMATILLA COUNTY, OREGON

SURVEYED FOR: CITY OF HERMISTON

180 NE 2ND STREET
HERMISTON, OREGON 97838

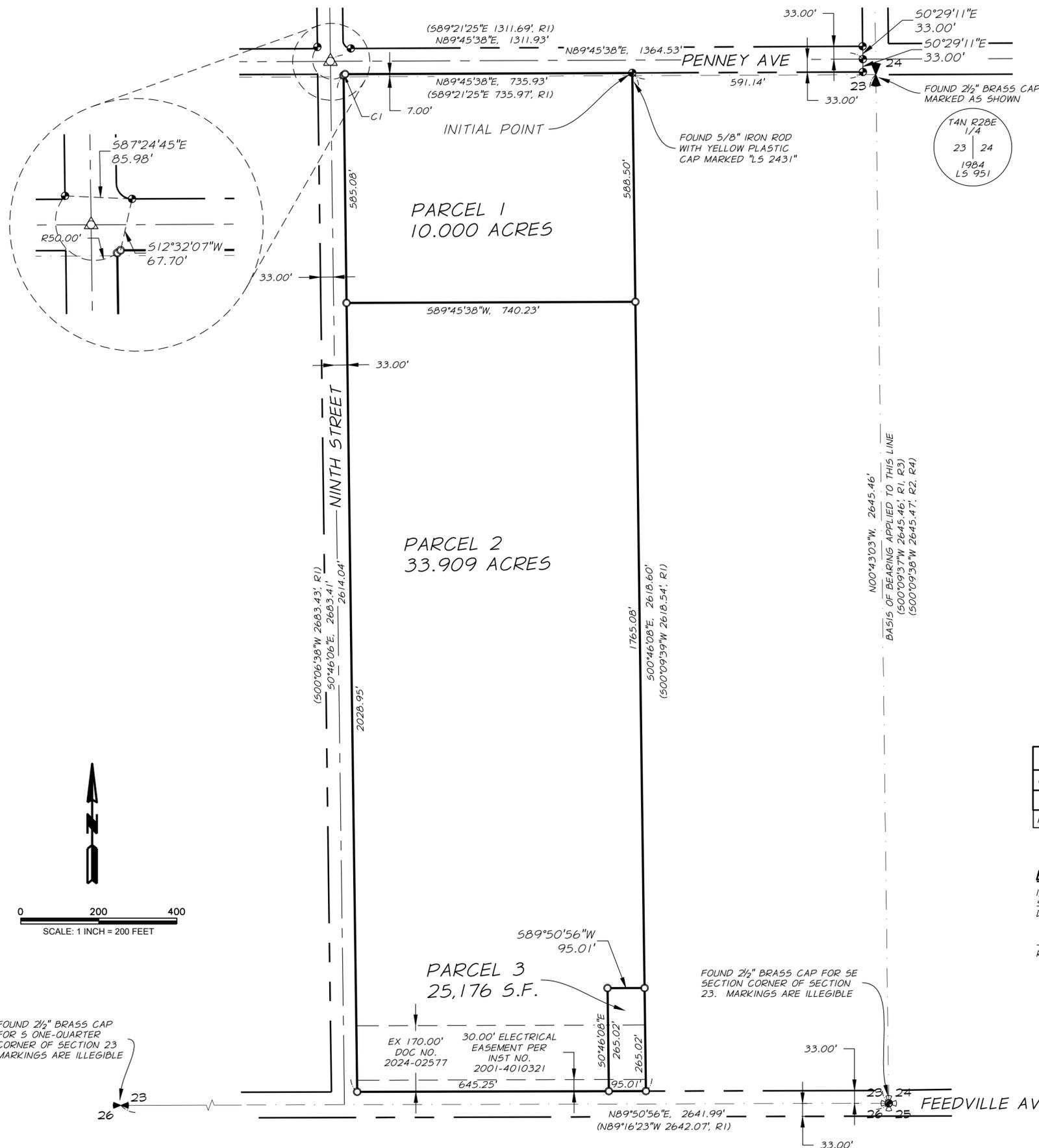
SCALE:
AS SHOWN
DATE:
15 JULY 2024
JOB NO.
736-153

anderson perry

SHEET

1/2

1901 N. FIR STREET, PO BOX 1107 • LA GRANDE, OR 97850 • (541) 963-8309



PARTITION PLAT 2024-

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF HERMISTON, UMATILLA COUNTY, OREGON

SURVEYOR'S CERTIFICATE

I, RICHARD E. STEIN, OREGON REGISTERED LAND SURVEYOR NO. 49593PLS, DO HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED, PLATTED AND MARKED WITH PROPER MONUMENTS, THE LAND REPRESENTED ON THIS PARTITION PLAT IN ACCORDANCE WITH THE PROVISIONS OF O.R.S. CHAPTER 92, AND THE CITY OF HERMISTON ORDINANCES. I FURTHER CERTIFY THAT THE INITIAL POINT HAS BEEN IDENTIFIED AS THE EXISTING NORTHEAST CORNER OF SAID PROPERTY, AS SHOWN HEREON. ALL SAID LAND IS SITUATED IN THE SOUTH EAST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF HERMISTON, UMATILLA COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARTITION PLAT 2023-11 RECORDED AS DOCUMENT NO. 2023-0005626 OF UMATILLA COUNTY RECORDS.

CONTAINING 44.487 ACRES MORE OR LESS.

APPROVALS

CITY OF HERMISTON PLANNING DEPARTMENT

I CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT ON THIS ____ DAY OF _____, 2024

CHAIRMAN

HERMISTON IRRIGATION DISTRICT

I CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT ON THIS ____ DAY OF _____, 2024

MANAGER

UMATILLA COUNTY TAX COLLECTOR

I CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT ON THIS ____ DAY OF _____, 2024

DEPUTY

UMATILLA COUNTY SURVEYOR

I CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT ON THIS ____ DAY OF _____, 2024

UMATILLA COUNTY SURVEYOR

DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS THAT MARK MORGAN, ASSISTANT CITY MANAGER OF HERMISTON, THE OWNER, OF THE LANDS REPRESENTED ON THIS PARTITION AND BEING MORE PARTICULARLY DESCRIBED IN THE SURVEYOR'S CERTIFICATE, SAID OWNER HAVING CAUSED SAID LANDS TO BE PLATTED IN ACCORDANCE WITH O.R.S. CHAPTER 92.

MARK MORGAN, ASSISTANT CITY MANAGER

ACKNOWLEDGEMENTS

STATE OF OREGON

(55)

COUNTY OF UMATILLA

KNOW ALL PEOPLE BY THESE PRESENTS, ON THIS ____ DAY OF _____, 2024, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED MARK MORGAN, ASSISTANT CITY MANAGER, AND ACKNOWLEDGED THE FOREGOING TO BE HIS VOLUNTARY ACT AND DEED.

NOTARY PUBLIC OF THE STATE OF OREGON

NOTARY NUMBER

MY COMMISSION EXPIRES

NOTARY - PRINTED NAME

FOR UMATILLA COUNTY CLERK RECORDING PURPOSES

EXACT COPY STATEMENT

I, RICHARD E. STIEN, OREGON REGISTERED LAND SURVEYOR NO. 49593LS, DO HEREBY STATE THAT THIS DRAWING IS AN EXACT COPY OF THE ORIGINAL THEREOF.

RICHARD E. STIEN, PLS 49593LS

REGISTERED PROFESSIONAL LAND SURVEYOR

PRELIMINARY

OREGON FEBRUARY 8, 2000 RICHARD E. STEIN 49593PLS

RENEWAL DATE: 06/30/2026

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF HERMISTON, UMATILLA COUNTY, OREGON

SURVEYED FOR: CITY OF HERMISTON

180 NE 2ND STREET HERMISTON, OREGON 97838

SCALE: AS SHOWN
DATE: 15 JULY 2024
JOB NO. 736-153



SHEET 2/2

1901 N. FIR STREET, PO BOX 1107 • LA GRANDE, OR 97850 • (541) 963-8309

COMMERCIAL ASSOCIATION OF BROKERS OREGON/SW WASHINGTON
PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY
(Oregon Commercial Form – Undeveloped Land)

AGENCY ACKNOWLEDGMENT

Buyer shall execute this Acknowledgment concurrent with the execution of the Agreement below and prior to delivery of that Agreement to Seller. Seller shall execute this Acknowledgment upon receipt of the Agreement by Seller, even if Seller intends to reject the Agreement or make a counter-offer. In no event shall Seller's execution of this Acknowledgment constitute acceptance of the Agreement or any terms contained therein.

Pursuant to the requirements of Oregon Administrative Rules (OAR 863-015-0215), both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and by execution below acknowledge and consent to the agency relationships in the following real estate purchase and sale transaction as follows:

(a) Seller Agent: N/A of N/A firm (the "Selling Firm") is the agent of (check one):
 Buyer exclusively; Seller exclusively; both Seller and Buyer ("Disclosed Limited Agency").

(b) Buyer Agent: Jason de Vries and Keith Zimmerman of Cushman & Wakefield firm (the "Buying Firm") is the agent of (check one):
 Buyer exclusively; Seller exclusively; both Seller and Buyer ("Disclosed Limited Agency").

If the name of the same real estate firm appears in both Paragraphs (a) and (b) above, Buyer and Seller acknowledge that a principal broker of that real estate firm shall become the Disclosed Limited Agent for both Buyer and Seller, as more fully set forth in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and the named real estate agent(s).

ACKNOWLEDGED

Buyer: (print) The New IEM, LLC (sign)  Date: 3/11/2026
Buyer: (print) _____ (sign) _____ Date: _____
Seller: (print) _____ (sign) _____ Date: _____
Seller: (print) _____ (sign) _____ Date: _____

[No further text appears on this page.]

PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

1 This PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY (this "Agreement")
 2 dated February 17, 2026 for reference purposes only, shall be effective on the date when this Agreement has been
 3 executed and delivered by Seller and Buyer (the "Execution Date"):

4
 5 BETWEEN: The City of Hermiston ("Seller")
 6 Address: 180 NE 2nd Street, Hermiston, OR 97838
 7 Attn: Mark Morgan
 8 Home Phone: N/A
 9 Office Phone: (541) 567-5521
 10 **E-Mail:** mmorgan@hermiston.gov

11
 12 AND: The New IEM, LLC, a California limited liability company ("Buyer")
 13 Address: 48205 Warm Springs Blvd., Fremont, CA 94539,
 14 Attn: Sean Goforth
 15 Home Phone: N/A
 16 **Office Phone:** 925.787.6827
 17 E-Mail: sean.goforth@iemfg.com

18
 19
 20 1. Purchase and Sale.

21
 22 1.1 Generally. In accordance with this Agreement, Buyer agrees to buy and acquire from Seller, and
 23 Seller agrees to sell to Buyer the real property and all improvements thereon generally described or **located at Ninth**
 24 **Street and Penney Avenue in** the City of Hermiston, County of Umatilla, Oregon legally described on Exhibit A,
 25 attached hereto (the "Property") **(if no legal description is attached, the legal description shall be based on the**
 26 **legal description provided in the Preliminary Report (described in Section 5), subject to the review and**
 27 **approval of both parties hereto)**, including all of Seller's right, title and interest in and to all appurtenances and
 28 easements thereon or related thereto.

29
 30 1.2 Purchase Price. The purchase price for the Property shall **be Six hundred fifty thousand dollars**
 31 **(\$650,000)** (the "Purchase Price"). The Purchase Price shall be adjusted, as applicable, by the net amount of credits
 32 and debits to Seller's account at Closing (defined below) made by Escrow Holder pursuant to the terms of this
 33 Agreement. The Purchase Price shall be payable as follows:

34
 35 1.2.1 Earnest Money Deposit.

36 (a) Within three (3) business days of the Execution Date, Buyer shall deliver into Escrow
 37 (as defined herein), for the account of Buyer, **\$5,000.00** as earnest money (the "Earnest Money") in the form of:
 38 Promissory note (the "Note"); Check; or Cash or other immediately available funds.

39
 40 If the Earnest Money is being held by the Selling Firm Buying Firm, then the firm holding such Earnest Money
 41 shall deposit the Earnest Money in the Escrow (as hereinafter defined) Selling Firm's Client Trust Account
 42 Buying Firm's Clients' Trust Account, no later than 5:00 PM Pacific Time three (3) business days after such firm's
 43 receipt, but in no event later than the date set forth in the first sentence of this Section 1.2.1(a).

44
 45 (b) If the Earnest Money is in the form of a Note, it shall be due and payable no later
 46 than 5:00 PM Pacific Time three (3) days after the Execution Date; after satisfaction or waiver by Buyer of the
 47 conditions to Buyer's obligation to purchase the Property set forth in this Agreement; or Other: . If the terms of
 48 the Note and this Agreement conflict, the terms of this Agreement shall govern. If the Note is not redeemed and paid
 49 in full when due, then: (i) the Note shall be delivered and endorsed to Seller (if not already in Seller's possession); (ii)

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50 Seller may collect the Earnest Money from Buyer, either pursuant to an action on the Note or an action on this
 51 Agreement; and (iii) Seller shall have no further obligations under this Agreement.

52
 53 (c) The purchase and sale of the Property shall be accomplished through an escrow (the
 54 "Escrow") that Seller has established or will establish with AmeriTitle, 650 N 1st Street, Hermiston, OR 97838, (541)
 55 567-9111 (the "Escrow Holder") within three (3) days after the Execution Date. Except as otherwise provided in this
 56 Agreement: (i) any interest earned on the Earnest Money shall be considered to be part of the Earnest Money; (ii)
 57 the Earnest Money shall be non-refundable upon satisfaction or waiver of all Conditions as defined in Section 2.1;
 58 and (iii) the Earnest Money shall be applied to the Purchase Price at Closing.

59
 60 1.2.2 Balance of Purchase Price. Buyer shall pay the balance of the Purchase Price at Closing
 61 by cash or other immediately available funds; or Other: ____.

62
 63 1.3 Section 1031 Like-Kind Exchange. Each party acknowledges that either party (as applicable, the
 64 "Exchanging Party") may elect to engage in and affect a like-kind exchange under Section 1031 of the Internal
 65 Revenue Code of 1986, as amended, involving the Property (or any legal lot thereof) (a "1031 Exchange"). The non-
 66 exchanging party with respect to a 1031 Exchange is referred to herein as the "Cooperating Party." Buyer and Seller
 67 each hereby agrees to reasonably cooperate with the other in completing each such 1031 Exchange; provided,
 68 however, that such cooperation shall be at the Exchanging Party's sole expense and shall not delay the Closing for
 69 the Property. Accordingly, the Exchanging Party may assign the Exchanging Party's rights with respect to the
 70 Property (or any legal lot thereof) to a person or entity for the purpose of consummating a 1031 Exchange
 71 ("Intermediary"), provided that such assignment does not delay the Closing for the Property (or applicable legal lot
 72 thereof), or otherwise reduce or diminish the Exchanging Party's liabilities or obligations hereunder. Such
 73 assignment by the Exchanging Party shall not release the Exchanging Party from the obligations of the Exchanging
 74 Party under this Agreement. The Cooperating Party shall not suffer any costs, expenses or liabilities for cooperating
 75 with the Exchanging Party and shall not be required to take title to the exchange property. The Exchanging Party
 76 agrees to indemnify, defend and hold the Cooperating Party harmless from any liability, damages and costs arising
 77 out of the 1031 Exchange.

78
 79 2. Conditions to Purchase.

- 80
 81 2.1 Buyer's obligation to purchase the Property is conditioned on the following:
 82
 83 None;
 84 Within sixty (60) days of the Execution Date, Buyer's approval of the results of: (a) the Property
 85 inspection described in Section 3 below; and (b) the document review described in Section 4
 86 below (collectively, the "General Conditions");
 87 Within ____ days of the Execution Date, Buyer's receipt of confirmation of satisfactory financing
 88 (the "Financing Condition");
 89 Other ____ [Other conditions must be specifically identified].

90 The General Conditions, Financing Condition, Entitlement Condition and any other conditions noted shall be defined
 91 as "Conditions."

92
 93 2.2 If, for any reason in Buyer's sole discretion, Buyer has not timely given written waiver of the
 94 Conditions set forth in Section 2.1, or stated in writing that such Conditions have been satisfied, by notice given to
 95 Seller within the time periods for such conditions set forth above, this Agreement shall be deemed automatically
 96 terminated, the Earnest Money shall be promptly returned to Buyer, any Extension Fees (defined below) shall be
 97 delivered to Seller, and thereafter, except as specifically provided to the contrary herein, neither party shall have any
 98 further right or remedy hereunder.

99

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100 3. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter
101 the Property at reasonable times after reasonable prior notice to Seller to conduct any and all inspections, tests, and
102 surveys concerning hazardous materials, soils conditions, wetlands, zoning, and all other matters affecting the
103 suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase of the
104 Property including the economic feasibility of such purchase. In addition, at any time prior to Closing, Buyer may, at
105 its sole discretion and expense: (a) commission a surveyor of Buyer's choice to prepare a survey of the Property; and
106 (b) engage an environmental consultant of Buyer's choice to prepare a Phase I environmental site assessment of the
107 Property and, if recommended by such consultant, obtain a Phase II environmental site assessment and perform any
108 recommended testing. Seller shall facilitate Buyer's and its surveyor's and consultant's access to the Property and
109 cooperate with Buyer's obtaining such survey, environmental site assessments, inspections, and permit and
110 entitlement applications. If the transaction contemplated in this Agreement fails to close for any reason (or no
111 reason) as a result of the act or omission of Buyer or its agents, Buyer shall promptly restore the Property to
112 substantially the condition the Property was in prior to Buyer's performance of any inspections or work. Buyer
113 shall indemnify, hold harmless, and defend Seller from all liens, costs, and expenses, including reasonable attorneys'
114 fees and experts' fees, arising from or relating to Buyer's entry on and inspection of the Property. This agreement to
115 indemnify, hold harmless, and defend Seller shall survive Closing or any termination of this Agreement.
116

117 4. Seller's Documents. Within ten (10) days after the Execution Date, Seller shall deliver to Buyer or
118 Buyer's designee, legible and complete copies of the following documents, reports, and other items relating to the
119 ownership, operation, and maintenance of the Property to the extent now in existence and to the extent such items
120 are or come within Seller's possession or control: environmental, geotechnical, land use, zoning, appraisals, code
121 enforcement, boundary line adjustment, title, easement, architectural reports, structural plans and reports, and any
122 other-Property related reports.
123

124 5. Title Insurance. Within ten (10) days after the Execution Date, Seller shall cause to be delivered to
125 Buyer a preliminary title report from the AmeriTitle, 650 N 1st Street, Hermiston, OR 97838, (541) 567-9111 (the "Title
126 Company") selected by Seller (the "Preliminary Report"), showing the status of Seller's title to the Property, together
127 with complete and legible copies of all documents shown therein as exceptions to title ("Exceptions"). Buyer shall
128 have thirty (30) days after receipt of a copy of the Preliminary Report and Exceptions within which to give notice in
129 writing to Seller of any objection to such title or to any liens or encumbrances affecting the Property. Within ten (10)
130 days after receipt of such notice from Buyer, Seller shall give Buyer written notice of whether it is willing and able to
131 remove the objected-to Exceptions. Without the need for objection by Buyer, Seller shall, with respect to liens and
132 encumbrances that can be satisfied and released by the payment of money, eliminate such exceptions to title on or
133 before Closing. Within thirty (30) days after receipt of such notice from Seller (the "Title Contingency Date"), Buyer
134 shall elect whether to: (i) purchase the Property subject to those objected-to Exceptions which Seller is not willing or
135 able to remove; or (ii) terminate this Agreement. If Buyer fails to give Seller notice of Buyer's election, then such
136 inaction shall be deemed to be Buyer's election to terminate this Agreement. On or before the Closing Date (defined
137 below), Seller shall remove all Exceptions to which Buyer objects and which Seller agrees, or is deemed to have
138 agreed, Seller is willing and able to remove. All remaining Exceptions set forth in the Preliminary Report and those
139 Exceptions caused by or agreed to by Buyer shall be deemed "Permitted Exceptions."
140

141 6. Default; Remedies. Notwithstanding anything to the contrary contained in this Agreement, in the event
142 Buyer fails to deposit the Earnest Money in Escrow strictly as and when contemplated under Section 1.2.1 above,
143 Seller shall have the right at any time thereafter, but prior to Buyer's deposit of the Earnest Money to Escrow, to
144 terminate this Agreement and all further rights and obligations hereunder by giving written notice thereof to Buyer. If
145 the conditions, if any, to Buyer's obligation to consummate this transaction are satisfied or waived by Buyer and
146 Buyer fails, through no fault of Seller, to close on the purchase of the Property, Seller's sole remedy shall be to retain
147 the Earnest Money and any Extension Fees paid by Buyer. In the event Seller fails, through no fault of Buyer, to
148 close the sale of the Property, Buyer shall be entitled to pursue any remedies available at law or in equity, including
149 without limitation, the return of the Earnest Money and any Extension Fees paid by Buyer or the remedy of

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150 specific performance. In no event shall either party be entitled to punitive or consequential damages, if any, resulting
 151 from the other party's failure to close the sale of the Property.

152

153 7. Closing of Sale.

154

155 7.1 Buyer and Seller agree the sale of the Property shall be consummated, in Escrow, on or before
 156 or thirty (30) days after the conditions set forth in Sections 2.1, 3, 4 and 5 have been satisfied or waived in writing
 157 by Buyer (the "Closing" or the "Closing Date"). The sale of the Property shall be deemed closed when the
 158 document(s) conveying title to the Property is/are delivered and recorded and the Purchase Price is disbursed to
 159 Seller.

160

161 7.2 At Closing, Buyer and Seller shall deposit with the Escrow Holder all documents and funds
 162 required to close the transaction in accordance with the terms of this Agreement. At Closing, Seller shall
 163 deliver a certification in a form provided by the Escrow Holder confirming whether Seller is or is not a "foreign person"
 164 as such term is defined by applicable law and regulations.

165

166 7.3 At Closing, Seller shall convey fee simple title to the Property to Buyer by statutory warranty
 167 deed or _____ (the "Deed"). At Closing, Seller shall cause the Title Company to deliver to Buyer a standard ALTA
 168 form owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price insuring fee simple title
 169 to the Property in Buyer subject only to the Permitted Exceptions and the standard preprinted exceptions contained in
 170 the Title Policy. Seller shall reasonably cooperate in the issuance to Buyer of an ALTA extended form policy of title
 171 insurance. Buyer shall pay any additional expense resulting from the ALTA extended coverage and any
 172 endorsements required by Buyer.

173

174 8. Closing Costs; Prorations. Seller shall pay the premium for the Title Policy, provided, however, if Buyer
 175 elects to obtain an ALTA extended form policy of title insurance and/or any endorsements, Buyer shall pay the
 176 difference in the premium relating to such election. Seller and Buyer shall each pay one-half (1/2) of the escrow fees
 177 charged by the Escrow Holder. Any excise tax and/or transfer tax shall be paid in accordance with the local custom
 178 determined by the Title Company and applicable law. Real property taxes for the tax year of the Closing,
 179 assessments (if a Permitted Exception), personal property taxes, rents and other charges arising from existing
 180 Tenancies paid for the month of Closing, interest on assumed obligations, and utilities shall be prorated as of the
 181 Closing Date. If applicable, prepaid rents, security deposits, and other unearned refundable deposits relating to
 182 Tenancies shall be assigned and delivered to Buyer at Closing. Seller Buyer N/A shall be responsible for
 183 payment of all taxes, interest, and penalties, if any, upon removal of the Property from any special assessment or
 184 program.

185

186 9. Possession. Seller shall deliver exclusive possession of the Property to Buyer on the Closing Date or
 187 _____.

188

189 10. Condition of Property. Seller represents that Seller has received no written notices of violation of any
 190 laws, codes, rules, or regulations applicable to the Property ("Laws"). Seller represents that, to the best of Seller's
 191 knowledge without specific inquiry, Seller is not aware of any such violations or any concealed material defects in the
 192 Property. Unless caused by Buyer, Seller shall bear all risk of loss and damage to the Property until Closing, and
 193 Buyer shall bear such risk at and after Closing. Except for Seller's representations set forth in this Section 10 and the
 194 attached Exhibit C, Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results of its
 195 own inspection and investigation in Buyer's acquisition of the Property. It shall be a condition of Buyer's Closing
 196 obligation that all of Seller's representations and warranties stated in this Agreement are materially true and correct
 197 on the Closing Date. Seller's representations and warranties stated in this Agreement shall survive Closing for one
 198 (1) year.

199

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200 11. Operation of Property. Between the Execution Date and the Closing Date, Seller shall continue to
201 operate, maintain, and insure the Property consistent with Seller's current operating practices. After Buyer has
202 satisfied or waived the conditions to Buyer's obligation to purchase the Property, and the Earnest Money is non-
203 refundable, Seller may not, without Buyer's prior written consent, which consent shall not be unreasonably withheld,
204 conditioned, or delayed, enter into: (a) any new leases or occupancy agreements for the Property; (b) any material
205 amendments or modification agreements for any existing leases or occupancy agreements for the Property; or (c)
206 any service contracts or other agreements affecting the Property that are not terminable at the Closing.

207
208 12. Assignment. Assignment of this Agreement: is PROHIBITED; is PERMITTED, without consent
209 of Seller; is PERMITTED ONLY UPON Seller's written consent; is PERMITTED ONLY IF the assignee is an
210 entity owned and controlled by Buyer. **Assignment is PROHIBITED, if no box is checked.** If Seller's written
211 consent is required for assignment, such consent may be withheld in Seller's reasonable discretion. In the event of a
212 permitted assignment, Buyer shall remain liable for all Buyer's obligations under this Agreement.

213
214 13. Arbitration. **IF AND ONLY IF THIS SECTION IS INITIALED BY EACH OF BUYER AND SELLER, THE**
215 **FOLLOWING SHALL APPLY TO THIS AGREEMENT:**

216
217 ANY DISPUTE BETWEEN BUYER AND SELLER RELATED TO THIS AGREEMENT, THE PROPERTY, OR THE
218 TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WILL BE RESOLVED BY ARBITRATION GOVERNED
219 BY THE OREGON UNIFORM ARBITRATION ACT (ORS 36.600 et seq.) AND, TO THE EXTENT NOT
220 INCONSISTENT WITH THAT STATUTE, CONDUCTED IN ACCORDANCE WITH THE RULES OF PRACTICE AND
221 PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF ARBITRATION SERVICES OF
222 PORTLAND ("ASP"). THE ARBITRATION SHALL BE CONDUCTED IN PORTLAND, OREGON AND
223 ADMINISTERED BY ASP, WHICH WILL APPOINT A SINGLE ARBITRATOR HAVING AT LEAST FIVE (5) YEARS
224 EXPERIENCE IN THE COMMERCIAL REAL ESTATE FIELD IN THE ___ GEOGRAPHIC AREA (**IF BLANK IS NOT**
225 **COMPLETED, PORTLAND METROPOLITAN AREA**). ALL ARBITRATION HEARINGS WILL BE COMMENCED
226 WITHIN THIRTY (30) DAYS OF THE DEMAND FOR ARBITRATION UNLESS THE ARBITRATOR, FOR SHOWING
227 OF GOOD CAUSE, EXTENDS THE COMMENCEMENT OF SUCH HEARING. THE DECISION OF THE
228 ARBITRATOR WILL BE BINDING ON BUYER AND SELLER, AND JUDGMENT UPON ANY ARBITRATION
229 AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE PARTIES ACKNOWLEDGE THAT,
230 BY AGREEING TO ARBITRATE DISPUTES, EACH OF THEM IS WAIVING CERTAIN RIGHTS, INCLUDING ITS
231 RIGHTS TO SEEK REMEDIES IN COURT (INCLUDING A RIGHT TO A TRIAL BY JURY), TO DISCOVERY
232 PROCESSES THAT WOULD BE ATTENDANT TO A COURT PROCEEDING, AND TO PARTICIPATE IN A CLASS
233 ACTION.

234 
235 _____
236 **Initials of Buyer**

Initials of Seller

237 14. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever,
238 including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an
239 attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating
240 to this Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its
241 attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred
242 in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the amount of Fees
243 shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any appeal or review,
244 and shall be in addition to all other amounts provided by law. Statutory Notice. THE PROPERTY DESCRIBED IN THIS
245 INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS
246 SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE
247 CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS
248 DEFINED IN ORS [30.930 \(Definitions for ORS 30.930 to 30.947\)](#), IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS
249 INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS RIGHTS, IF ANY, UNDER
250 ORS [195.300 \(Definitions for ORS 195.300 to 195.336\)](#), [195.301\(Legislative findings\)](#) AND [195.305 \(Compensation for restriction of](#)
251 [use of real property due to land use regulation\)](#) TO [195.336 \(Compensation and Conservation Fund\)](#) AND SECTIONS 5 TO 11,

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252 CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7,
 253 CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE
 254 TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO
 255 VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN
 256 ORS [92.010\(Definitions for ORS 92.010 to 92.192\)](#), OR [215.010 \(Definitions\)](#), TO VERIFY THE APPROVED USES OF THE LOT OR
 257 PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF
 258 NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS [195.300\(Definitions for ORS 195.300 to 195.336\)](#), [195.301 \(Legislative](#)
 259 [findings\)](#) AND [195.305\(Compensation for restriction of use of real property due to land use regulation\)](#) TO [195.336 \(Compensation and](#)
 260 [Conservation Fund\)](#) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855,
 261 OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010

262

263 15. Cautionary Notice About Liens. UNDER CERTAIN CIRCUMSTANCES, A PERSON WHO
 264 PERFORMS CONSTRUCTION-RELATED ACTIVITIES MAY CLAIM A LIEN UPON REAL PROPERTY AFTER A
 265 SALE TO THE PURCHASER FOR A TRANSACTION OR ACTIVITY THAT OCCURRED BEFORE THE SALE. A
 266 VALID CLAIM MAY BE ASSERTED AGAINST THE PROPERTY THAT YOU ARE PURCHASING EVEN IF THE
 267 CIRCUMSTANCES THAT GIVE RISE TO THAT CLAIM HAPPENED BEFORE YOUR PURCHASE OF THE
 268 PROPERTY. THIS INCLUDES, BUT IS NOT LIMITED TO, CIRCUMSTANCES WHERE THE OWNER OF THE
 269 PROPERTY CONTRACTED WITH A PERSON OR BUSINESS TO PROVIDE LABOR, MATERIAL, EQUIPMENT
 270 OR SERVICES TO THE PROPERTY AND HAS NOT PAID THE PERSONS OR BUSINESS IN FULL.

271

272 16. Brokerage Agreement. For purposes of Sections 14 and 17 of this Agreement, the Agency
 273 Acknowledgement on page 1 this Agreement is incorporated into this Agreement as if fully set forth herein. Seller
 274 agrees to pay a commission to Buying Firm in the amount of either: five percent (5.0%) of the Purchase Price or
 275 \$____. Seller shall cause the Escrow Holder to deliver to Buying Firm the real estate commission on the Closing
 276 Date or upon Seller's breach of this Agreement, whichever occurs first. If the Earnest Money is forfeited by Buyer
 277 and retained by Seller in accordance with this Agreement, in addition to any other rights the Buying Firm may have,
 278 the Buying Firm shall be entitled to the lesser of: (i) fifty percent (50%) of the Earnest Money; or (ii) the commission
 279 agreed to above, and Seller hereby assigns such amount to the Buying Firm.

280

281 17. Notices. Unless otherwise specified, any notice required or permitted in, or related to this Agreement
 282 must be in writing and signed by the party to be bound. Any notice will be deemed delivered: (a) when personally
 283 delivered; (b) when delivered by facsimile or electronic mail transmission (in either case, with confirmation of
 284 delivery); (c) on the day of delivery of the notice by reputable overnight courier; or (d) on the day of delivery of the
 285 notice by mailing by certified or registered U.S. mail, postage prepaid, return receipt requested; and in any case shall
 286 be sent by the applicable party to the address of the other party shown at the beginning of this Agreement, unless
 287 that day is a Saturday, Sunday, or federal or Oregon State legal holiday, in which event such notice will be deemed
 288 delivered on the next following business day.

289

290 18. Miscellaneous. Time is of the essence of this Agreement. If the deadline under this Agreement for
 291 delivery of a notice or performance of any obligation is a Saturday, Sunday, or federal or Oregon State legal holiday,
 292 such deadline will be deemed extended to the next following business day. The facsimile and/or electronic mail
 293 transmission of any signed document including this Agreement in accordance with Section 18 shall be the same as
 294 delivery of an original. At the request of either party, the party delivering a document by facsimile and/or electronic
 295 mail will confirm such transmission by signing and delivering to the other party a duplicate original document. This
 296 Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall
 297 constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the
 298 parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous
 299 agreements between them. Without limiting the provisions of Section 12 of this Agreement, this Agreement shall be
 300 binding upon and shall inure to the benefit of Buyer and Seller and their respective successors and assigns. Solely
 301 with respect to Sections 14 and 17, Selling Firm and Buying Firm are third party beneficiaries of this Agreement. The
 302 person signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller each
 303 represents, covenants and warrants that such person has full right and authority to enter into this Agreement and to

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304 bind the party for whom such person signs this Agreement to its terms and provisions. Neither this Agreement nor a
305 memorandum hereof shall be recorded unless the parties otherwise agree in writing.

306
307 19. Governing Law. This Agreement is made and executed under, and in all respects shall be governed
308 and construed by, the laws of the State of Oregon.

309
310 20. Residential Lead-Based Paint Disclosure. IF THE PROPERTY CONSISTS OF RESIDENTIAL
311 HOUSING BUILT PRIOR TO 1978, BUYER AND SELLER MUST COMPLETE THE LEAD-BASED PAINT
312 DISCLOSURE ADDENDUM ATTACHED HERETO AS EXHIBIT B.

313
314 21. Addenda; Exhibits. The following named addenda and exhibits are attached to this Agreement and
315 incorporated within this Agreement:

- 316 Exhibit A – Legal Description of Property **[REQUIRED]**
- 317 Exhibit b – AS IS Exceptions (if applicable)

318
319
320 22. Time for Acceptance. If Seller does not return to Buyer a signed and dated version of this Agreement
321 on or before 5:00 PM Pacific Time on **[March 27, 2026]**, then the Earnest Money shall be promptly refunded to Buyer
322 and thereafter, neither party shall have any further right or obligation hereunder.

323
324 23. OFAC Certification. The Federal Government, Executive Order 13224, requires that business persons
325 of the United States not do business with any individual or entity on a list of “Specially Designated nationals and
326 Blocked Persons” - that is, individuals and entities identified as terrorists or other types of criminals. Buyer
327 hereinafter certifies that:

328
329 23.1 It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation
330 named by any Executive Order or the United States Treasury Department as a terrorist, specially designated national
331 and/or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or
332 administered by the Office of Foreign Assets Control; and

333
334 23.2 It has not executed this Agreement, directly or indirectly on behalf of, or instigating or
335 facilitating this Agreement, directly or indirectly on behalf of, any such person, group, entity, or nation.

336
337 Buyer hereby agrees to defend, indemnify, and hold harmless Seller from and against any and all claims, damages,
338 losses, risks, liabilities, and expenses (including attorney’s fees and costs) arising from or related to any breach of
339 the foregoing certification. This certification by Buyer and agreement to indemnify, hold harmless, and defend Seller
340 shall survive Closing or any termination of this Agreement.

341
342
343
344
345 CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR
346 ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR
347 RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF BROKERS OREGON/SW
348 WASHINGTON OR BY THE REAL ESTATE AGENTS INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL
349 SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.

350
351 THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING,
352 INSERTION MARKS, OR ADDENDA.

353
354 Buyer The New IEM, LLC

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355
 356 By: DocuSigned by:
 MATTHEW CLAYTON SUCH
 10045955;1
 357
 358 Name: MATTHEW CLAYTON SUCH
 359
 360 Title: Chief Executive Officer
 361
 362 Date: 3/11/2026
 363

364 Seller Acceptance. By execution of this Agreement, Seller agrees to sell the Property on the terms and conditions in
 365 this Agreement.

366 Seller _____
 367
 368 By: _____
 369
 370
 371 Name: _____
 372
 373 Title _____
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 375 Date: _____
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CRITICAL DATE LIST:

The last party to execute this Agreement shall complete the information below (the "Critical Date List"), initial where indicated, and return a copy of the same to the other party for such party's review. This Critical Date List is for reference purposes only and, in the event of a conflict between this Critical Date List and the Agreement, the terms of the Agreement shall prevail.

	DATE:
• Execution Date (Introductory paragraph):	
• Earnest Money due date (Section 1.2.1(a)):	
• Seller shall open Escrow with the Escrow Holder (Section 1.2.1(a)):	Before
• Seller shall deliver Seller's documents to Buyer (Section 4):	Within ___ days after the Execution Date
• Seller shall deliver Preliminary Report to Buyer (Section 5):	Within ___ days after the Execution Date
• Buyer's title objection notice due to Seller (Section 5):	Within ___ days after receipt of the Preliminary Report
• Seller's title response due to Buyer (Section 5):	Within ___ days after receipt of Buyer's title objection notice
• Title Contingency Date (Section 5):	Within ___ days after receipt of Seller's title response
• Expiration date for satisfaction of General Conditions (Section 2.1):	Within ___ days of the Execution Date
• Expiration date for satisfaction of Financing Condition (Section 2.1):	Within ___ days of the Execution Date
• Expiration date for satisfaction of Entitlement Condition (Section 2.1)	Within ___ days of the Execution Date
• By this date, Buyer must deliver the notice to proceed contemplated in Section 2.2.	Within ___ days of the Execution Date
• Closing Date (Section 7.1):	

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Initials of Buyer: MLC Initials of Seller: ___
Initials of Buyer: ___ Initials of Seller: ___

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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[TO BE PROVIDED BY TITLE COMPANY]

{00045955;1}

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EXHIBIT B
AS IS EXCEPTIONS

None



Where Life is Sweet

Members of Committees and Boards
STAFF REPORT
 For the Meeting of March 23, 2026

Title/Subject

Resolution No. 2414 - Master Fee Schedule Update

Summary and Background

The proposed updates to the Master Fee Schedule reflect adjustments to Parks & Recreation program and facility fees to better align with operational costs, improve administrative clarity, and address ongoing management challenges with certain pass and rental structures. Relevant changes occur within the Aquatic Center, Community Center, Harkenrider Senior Center, Festival Street, and general Parks & Recreation sections of the fee schedule.

Aquatic Center

Updates to the Aquatic Center fee structure primarily address the Family Splash Pass program. Staff have experienced ongoing challenges verifying that individuals listed on a family pass reside within the same household, leading to misuse and difficulty enforcing pass policies.

The updated fee structure transitions toward individual-based seasonal passes while still allowing discounted multi-pass purchases when bought together. This approach simplifies pass management, improves fairness among users, and reduces administrative burden on staff while maintaining affordability for families.

Community Center

Rental fees for the Hermiston Community Center have been updated to reflect the true operational costs associated with facility use, including staffing, janitorial services, utilities, and building maintenance.

Adjustments apply to the Great Room and smaller meeting spaces, as well as certain associated services such as event staffing and setup. The goal is to ensure the facility remains financially sustainable while continuing to provide a high-quality venue for community events, meetings, and gatherings.

Festival Street

Fees associated with Festival Street rentals include updating the large event tent rental. This incorporates the staff time that it takes to set up and tear down the large red tent. The updates help ensure the City can recover costs related to event setup, maintenance, and staffing associated with this use.

Garbage & Recycling Services

- Commercial Recycling Rollcart Service: Removal of the every-other-week service option, leaving weekly service as the standard commercial recycling service level.
- Dropbox Reservation Prepayment: Increase from \$200 to \$500, applied toward the customer's first bill to ensure reservations are utilized.

Harkenrider Senior Center

Rental fees for the Harkenrider Senior Center have been updated to better align with the current demand for the facility, the recent City/Senior agreement and the cost of maintaining the building and supporting rentals.

These adjustments help ensure that rentals contribute appropriately to operational costs while still maintaining affordable access for community groups and senior programs.

Parks & Recreation – Special Event Permit

A new Special Event Permit fee is proposed for large gatherings occurring within City parks.

This permit serves several purposes:

- Provides advance notification to the City of large events occurring in parks.
- Allows staff to provide appropriate oversight and coordinate with event organizers to ensure planning aligns with available park resources, including safety, parking, and facility logistics.
- Helps offset increased maintenance and operational impacts on park facilities resulting from large gatherings.
- Improves the City's ability to track park usage and manage scheduling conflicts.

The permit is intended primarily for organized events with larger attendance, rather than small informal park use.

Tie-In to Council Goals

Goal Sustainable: Fiscal: Maintain service levels, strengthen internal operations to support sustainability, accountability, and transparency.

Fiscal Information

The proposed fees are included in the updated Master Fee Schedule Attachment.

Alternatives and Recommendation

Alternatives

1. Approve Resolution 2414
2. Reject Resolution 2414

Recommended Action/Motion

Motion to approve Resolution 2414

Submitted By:

Brandon Artz, Parks & Recreation Director

Mark Morgan, Assistant City Manager

Ignacio Palacios, Finance Director



Where Life is Sweet

Master Fee Schedule

Fees Subject to Change



Adopted by: Resolution No. 2171 on December 14, 2020
Superseded By Resolution No:

2174 on March 8, 2021	2332 on July 8, 2024
2187 on June 10, 2021	2335 on August 26, 2024
2202 on December 13, 2021	2345 on Nov. 12, 2024
2205 on January 10, 2022	2353 on January 30, 2025
2207 on January 24, 2022	2397 on Nov. 24, 2025
2213 on March 14, 2022	2401 on January 12, 2026
2219 on May 9, 2022	<u>2414 on March 23, 2026</u>
2231 on July 11, 2022	
2249 on January 9, 2023	
2259 on February 27, 2023	
2302 on January 8, 2024	
2305 on January 22, 2024	
2317 on March 11, 2024	

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ADMINISTRATION & GENERAL FEES

Administration & General Fees

Fines & Penalties	
1. Returned check	\$25.00
2. Collection Agency Processing Fee	\$10.00 per item
Miscellaneous Services	
1. Other Misc. Items and Services	As Established
Prints & Public Records	
Documents & Photocopies up to 11x17 (Does not include other fees)	
1. Black & White	Single: \$0.25 per page Double-Sided: \$0.50 per page
2. Color	Single: \$1.00 per page Double-Sided: \$2.00 per page
Maps, Nonstandard Documents, etc. Larger than 11x17 (Does not include other fees)	
1. Black & White	Actual Cost
2. Color	Actual Cost
Media (Does not include other fees)	
1. DVD, CD or USB	Actual Cost
2. Audio & Video Recording, in addition to any other fees.	\$35.00 per hour- Minimum Charge
Processing Fees (Does not include other fees)	
1. Lengthy Requests (request over 15 mins to complete)	\$35.00 per hour
2. Fee's charged at 15 min increments. Requests less than 15 mins to process may be waived, excluding serial requests.	
3. Attorney Fees	Actual Cost
Please Note: Requestors must pre-pay the estimated cost of request. If the actual charges are less than the pre-payment, then the over- payment shall be refunded.	

AIRPORT

Airport

Commercial Activity Fee- Any business operating at the Airport

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

T-Hangar Rental

1. Open Hangars	\$100.00 per month
2. Enclosed T-Hangar #2	\$200.00 per month
3. Enclosed T-Hangar #3	\$225.00 per month
4. Enclosed T-Hangar #4	
a. Interior Bays	a. \$275.00
b. End Bays	b. \$325.00

Miscellaneous Services

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

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

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

1600 E Airport Way, Hermiston, OR 97838

541-567-3694

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

ANIMALS

Animals

Dog Licenses (One-time fee per dog.)

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

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

Dog Impoundment & Boarding

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

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

All animal services, as specified in this section, are contracted to:

Pet Rescue Humane Society of Eastern Oregon

1844 NW Geer Rd, Hermiston, OR 97838

(541) 564-6222

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

AQUATIC CENTER

Aquatic Center

Educational Classes				
1. Swimming, Diving, Snorkeling, Lifeguard, etc			As established per program	
Public Swim Hours				
Individual Daily Pass				
Infant (0-1) \$0.00	Child (2-9yrs) \$5.00	Youth (10-17yrs) \$6.00	Adult (18+) \$7.00	Senior (55+) \$6.00
Individual Splash Pass- All Season (entrance for all public swim hours)				
Please Note: Passes must be purchased in one transaction with one form of payment. Only one discount per transaction.				
Child & Youth (2-17yr) 1 Pass \$85.00	Adult (18+) \$95.00 2-3 Passes \$65.00 each	3-6 Passes \$55.00 each	7 & More Passes \$50.00 each	Senior (55+) \$85.00 \$75.00
Fitness Pass Add-On to Splash Pass- All Season- \$30.00 each				
Please Note: "Add-On" must be selected at the time of Individual Splash Pass Purchase to be eligible for discount.				
Family Splash Pass- All Season- All members must reside in same household (entrance for all public swim hours)				
1. 2 Adults & up to 4 kids			\$200.00	
2. 2 Adults & up to 6 kids			\$240.00	
3. 2 Adults & up to 8 kids			\$265.00	
Aquatic Fitness Classes				
Individual Daily Pass				
1. Adult (18+)			\$7.00	
2. Seniors (55+)			\$6.00	
Individual Splash Pass-Fit Fitness Pass: All Season (entrance for all aquatic fitness classes)				
1. Adult (18+)			\$85.00	
2. Senior (55+)			\$75.00	
All Access Pass: All Season- (Entrance for all public swim hours & aquatic fitness classes)				
1. Adult & Senior			\$135.00	
Aquatic Facility Rentals				
Full Facility Rental: Exclusive use of all pools & picnic shelter.		Resident	Non-Resident	
Friday- Sunday 7:15pm-9:15pm or 9:30pm to 11:30pm Additional hours may be available Refundable Booking/Security Deposit- Due to hold event date		\$1,200.00	\$1,450.00	
		\$500.00	\$500.00	
Semi-Private Rental: Shared use of all pools with other designated area. Maybe shared with two other parties.		Resident	Non-Resident	
Friday- Sunday 9:30pm to 11:30pm Additional hours may be available		\$150.00	\$190.00	
Picnic Shelter-Pavillion Rental: Use of gazebo and picnic tables during public swim (pool entry fee required)		Resident	Non-Resident	

AQUATIC CENTER

2-Hour Rental: 50 Person Maximum - Group Rates Available

1. Weekday Rental	\$50.00	\$75.00
2. Weekend Rental	\$65.00	\$90.00

Additional Amenities

<p>1. All-Day Cabana Rental Lazy River Rental - Semi-Private shaded area with premium lounge chairs. Available during public swim.</p>	<p>Regular Cabana \$25.00 <u>Weekday</u> <u>\$95.00</u></p>	<p>Large Cabana \$50.00 <u>Weekend</u> <u>\$135.00</u></p>
<p>2. All Other Amenities</p>	<p>As Established</p>	

Hermiston Aquatic Center

879 W Elm Ave, Hermiston, OR 97838

541-289-7665

541-667-5018 (Off-Season)

BUILDING DEPARTMENT

Building Department

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

A. Building Permits

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

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

Table A-1: Building Permit Fee

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

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

Table A-2: Building Permits - Related Fees

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

BUILDING DEPARTMENT

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

PERMIT EXTENSION

Reinstating Expired Permits

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

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

Residential Structural Fire Suppression Standalone

(Fees based on total square footage of the dwelling unit to be covered by the system)

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

B. Manufactured Dwelling Placement Permits

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

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

BUILDING DEPARTMENT

C. Camp and Park Permits

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

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

D. Mechanical Permits

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

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

Table D-1: Commercial Mechanical Permit Fees

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

Total Valuation	Permit Fee
1. \$1 to \$5,000.00	\$75.00 minimum
2. \$5,000.01 to \$10,000.00	\$75.00 for the first \$5,000.00 plus \$1.00 for each additional \$100, or fraction thereof, to and including \$10,000 .00
3. \$10,000.01 to \$100,000.00	\$125.00 for the first \$10,000.00 plus \$2.00 for each additional \$1,000, or fraction thereof, to and including \$100,000.00
4. \$100,000.00 and up	\$305.00 for the first \$100,000.00 plus \$1.00 for each additional \$1,000, or fraction thereof

Table D-2: Residential Dwelling Mechanical Permit Fees

- ❖ **1 & 2 Family Dwelling:** New, Alterations, Additions, Repairs, & Accessory Structure
- ❖ **Manufactured Dwellings:** New, Additions, Alterations, Repairs, & Accessory Structure

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

BUILDING DEPARTMENT

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

Table D-3: Mechanical Permits - Related Fees

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

E. Plumbing Permits

Table E-1: Plumbing Permit Fees

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

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

BUILDING DEPARTMENT

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

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

Table E-2: Plumbing Permit Fees

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

Site Utilities	Fee/Unit	
1. Sanitary sewer - first 100 feet	\$50.00	
a. Each additional 100 feet, or fraction thereof	\$30.00	
2. Storm sewer including trench drains, leach lines, and drywells - first 100 feet	\$50.00	
a. Each additional 100 feet, or fraction thereof	\$30.00	
3. Water service -first 100 feet	\$50.00	
a. Each additional 100 feet, or fraction thereof	\$30.00	
Fixtures or Items	Residential Fee/Unit	Commercial Fee/Unit
1. Alternate potable water heating system	\$30.00	\$35.00
2. Backflow preventer	\$45.00	\$50.00
3. Backwater valve	\$45.00	\$50.00
4. Catch Basin	\$25.00	\$25.00
5. Clothes washer	\$25.00	\$25.00
6. Dishwasher	\$25.00	\$25.00
7. Drinking fountain	\$25.00	\$25.00
8. Ejectors/sump pump	\$45.00	\$50.00
9. Expansion tank	\$20.00	\$50.00
10. Fixture Cap	\$20.00	\$20.00
11. Floor drain/floor sink/hub drain	\$25.00	\$30.00
12. Garbage disposal	\$25.00	\$30.00
13. Hose bib	\$20.00	\$20.00
14. Ice maker	\$25.00	\$50.00
15. Interceptor/Grease Trap	\$30.00	\$50.00
16. Primer	\$20.00	\$20.00
17. Residential Replacing in-building water supply lines-number of branches:		
a. First floor	\$75.00	
b. Each additional floor	\$25.00	
18. Commercial Replacing in-building water supply lines-number of branches:		
a. First five branches		\$80.00
b. Each fixture branch over five		\$20.00
19. Roof Drain		\$25.00
20. Sink/basin/lavatory	\$25.00	\$30.00
21. Swimming pool piping	\$25.00	\$50.00
22. Trench Drain	\$30.00	\$50.00
23. Tub/shower/shower pan	\$25.00	\$30.00

BUILDING DEPARTMENT

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

Table E-3: Plumbing Permit - Related Fees

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

Table E-4: Plumbing Permits - Residential Fire Systems ¹

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

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

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

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

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

A. Residential-New, or Multi-Family Dwelling Building - New: Service Included	Fee/Equipment
Residential-New	
1. 1,000 square feet or less	\$106.00
a. Each additional 500 square feet, or fraction thereof	a. \$19.00
b. Limited energy, for New I & 2 Family Dwelling	b. \$25.00
Please Note: If a limited energy permit is purchased separately from the new building electrical permit, use fee listed in the "Miscellaneous" section.	
Multi-Family Dwelling Building - New: Service Included	
2. Largest unit uses above sq. ft.; each additional unit	50% of largest unit rate
a. Limited Energy	a. \$63.00 per floor
b. Protective Signaling	b. \$63.00 per floor

BUILDING DEPARTMENT

B. Services or Feeders Installation, Alterations or Relocation (Does not include branch circuits)

1. 200 amps or less	\$79.00
2. 201 amps to 400 amps	\$94.00
3. 401 amps to 600 amps	\$156.00
4. 601 amps to 1,000 amps	\$204.00
5. Over 1,000 amps or 1,000 volts	\$469.00

C. Temporary Services/Feeders Installation, Alteration, or Relocation

1. 200 amps or less	\$63.00
2. 201 amps to 400 amps	\$86.00
3. 401 amps to 600 amps	\$125.00
4. 601 amps to 1,000 amps	\$163.00
5. Over 1,000 amps or 1,000 volts	\$375.00

D. Branch Circuits - New, Alterations or Extension, per Panel

1. Feeder for branch circuits with above service or feeder fee	
a. Each branch circuit	\$4.00
2. Fee for branch circuits without service or feeder	
a. First branch circuit	a. \$54.00
b. Each additional branch circuit	b. \$4.00

E. Miscellaneous (Service or Feeder Not Included)

1. Each manufactured or modular dwelling, service and/or feeder	\$63.00
2. Reconnect only	\$63.00
3. Pump or irrigation circle	\$63.00
4. Sign or outline lighting	\$63.00
5. Each signal circuit(s) or each limited-energy panel alteration	
6. or extension	\$50.00

F. Renewable Electrical Energy

1. 5 kva or less (all renewable types)	\$79.00
2. 5.01 to 15.00 kva (all renewable types)	\$94.00
3. 15.01 to 25.00 kva (all renewable types)	\$156.00
4. For wind generation systems in excess of 25 kva:	
a. 25.01 kva to 50.00 kva	a. \$204.00
b. 50.01 kva to 100 kva	b. \$469.00
c. Over 100 kva	c. Use sections B or C, plus D
5. Base fee for solar generation systems in excess of 25 kva	\$156.00
a. Add for each additional kva, or fraction thereof over 25. Maximum fee is 100kva (permit fee will not increase beyond the calculation for 100 kva)	a. \$6.24

Table F-2: Electrical Permit – Related Fees

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

BUILDING DEPARTMENT

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

G. Customized Permit Services

Table G-1: Phased Plan Review

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

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

Table G-2: Deferred Plans Submittal

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

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

H. Code Enforcement

Table H-1: Code Enforcement Fees

Blowing Dust

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

Abatement

1. Administrative Overhead Abatement Processing fee	10% of the total abatement cost
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I. Miscellaneous Fees

Table I-1: Miscellaneous Fees

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

Building Department

180 NE 2nd Street, Suite 211, Hermiston, OR 97838
541-667-5025

BUSINESS LICENSES

Business Licenses

Please Note: All businesses operating inside of City limits require a Business License issued from the City of Hermiston as adopted in the Hermiston Code of Ordinances. Solicitors and Mobile Vendors have additional Licenses as described below.

Business License – Effective 01/01/2025

Businesses WITH a Permanent Location WITHIN City Limits	
1. Base Fee – Includes 0-5 Full-Time Equivalent (FTE) Employees	1. \$85.00
2. 6-49 FTE Employees	2. Base Fee + \$15.00 per Employee over 5
3. 50+ FTE Employees	3. \$1,000.00
Businesses WITHOUT a Permanent Location WITHIN City Limits	
1. Base Fee- Includes 0-5 Full-Time Equivalent (FTE) Employees working in Hermiston	1. \$100.00
2. 6-49 FTE Employees working in Hermiston	2. Base Fee + \$20.00 per Employee over 5
3. 50+ FTE Employees working in Hermiston	3. \$1,200.00
Construction Projects	\$400.00 per Project
Trade Show and Carnivals	\$300.00

Late/Delinquent Payments: \$100.00 a month shall be added to the business license of any person doing business in the City for whom payment of a business license is delinquent.

Liquor License

Liquor License, New	\$100.00
Liquor License, Annual Renewal, Special Events, & Temporary Sales	\$35.00
Liquor License, Change in: Ownership, Location, or Privilege	\$75.00

Solicitors' License

Per License per Calendar Year (January 1 st – December 31 st)	\$25.00
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Mobile Vending License

Application and Renewal Fee

1. Type 1: 30-Day License for: Tent, pushcart, or similar conveyance of less than 100 sq ft	\$200.00*
2. Type 2: One-Year License for: Self-contained truck or trailer	\$700.00*
3. Type 3: Event License for: A temporary event lasting not more than 7 calendar days for a street fair, festival, carnival, or similar community event	\$50.00
4. Type 4: Lunch Truck License for: Operating from a self-contained truck or trailer and primarily serving on site workers with incidental sales to the general public	\$300.00*

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

Food Pod

The Food Pod is contracted out by the City. For more information, contact the Parks and Recreation Department at: 541-667-5018 or at 415 S. Hwy 395, Hermiston, OR 97838

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

180 NE 2nd Street, Hermiston, OR 97838

541-567-5521

Mobile Vending Licenses are processed by the Planning Department

180 NE 2nd Street, Suite 211, Hermiston, OR 97838

541-667-5010

COMMUNITY CENTER

Community Center

Discounted Rates for Non-Profit Organization may be provided.

Great Room Rental - Large Meetings & Events

Includes: Great Room, Janitorial, Kitchen Access, Tables, Chairs, Stage, Staff Support, and Tables & Chair Tear Down.

	<u>Weekday Fee's</u> <u>Monday-Friday</u>	<u>Current Fee's</u> <u>Weekend Fee's</u> <u>Saturday-Sunday</u>
1. Guests in Attendance	<u>Up to 99 – See Below</u> <u>"Small Meetings & Events"</u> <u>100 - 200 - \$750.00</u> <u>201-350 - \$1,000.00</u>	Up to 99 - \$1,350.00 100-250 - \$1,725.00 251-350 - \$2,000.00
2. <u>Table and Chair</u> Set-Up by Center Staff	<u>\$250.00</u>	\$500.00
3. Refundable <u>Cleaning/Damage Deposit- Due to Hold Date</u>	<u>\$250.00</u>	\$1,000.00 + Card on File
4. <u>Booking Fee- Due to Hold Date</u>		<u>\$50.00</u>
5. Day Before Decorating (during business hours, M-F <u>98:00am- 35:00pm</u>)		\$400.00
6. <u>Event Monitor- On-Site Staff During Event</u>		<u>\$30.00/Hour</u>

Security Guards and Insurance

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

Insurance: Event Liability Insurance of \$2+ million is required. (Cost varies from \$50.00 - \$200.00). *Clients responsibility to obtain and show event center proof of insurance. *

Small Meetings & Events

Great Room Rental Includes: Great Room, Tables, Chairs, Janitorial, Set-Up/and Tear down, & Staff Support

Rotary Room Rental Includes: Room, Tables, Chairs, Audio/Visual,

Board Room Rental Includes: Room, Tables, Chairs, Audio/Visual,

	Great Room Up to 100 Guests	Rotary/Altrusa Room 40 Guests Max	Board Room 20 Guests Max
1. <u>Weekday Monday-Friday 7am-9pm</u>			
a. Half Day (Up to 4 hours)	a. \$375.00	a. \$175.00	a. \$100.00
b. Full Day (5-8 hours)	b. \$500.00	b. \$300.00	b. \$175.00
2. <u>Weekend Saturday-Sunday 8am-11pm</u>			
a. <u>Half Day (Up to 4 hours)</u>	<u>Not Available</u>	<u>a. \$250.00</u>	<u>a. \$175.00</u>
b. <u>Full Day (5-8 hours)</u>		<u>a-b. \$450.00</u>	<u>a-b. \$250.00</u>
3. <u>Hourly Business Meeting</u>	<u>Not Available</u>	<u>\$50.00/hour</u>	<u>\$30.00/hour</u>
4. Set-Up by Center Staff	\$150.00	\$75.00 <u>\$35.00</u>	NA <u>\$30.00</u>
5. <u>Staff- After 5pm</u>	\$20 <u>\$25.00/hour</u>	\$20 <u>\$25.00/hour</u>	\$30 <u>\$25.00/hour</u>
6. <u>Booking Fee- Due to Hold Date</u>	<u>\$25.00</u>	<u>\$25.00</u>	<u>\$25.00</u>
7. Refundable <u>Cleaning/Damage Deposit- Due to Hold Date</u>	\$100.00	\$100.00 <u>\$50.00</u>	\$100.00 <u>\$50.00</u>

Additional Amenities

1. Coffee & Ice Water (30 guests)	\$35.00
2. Table Toppers	\$6.00 each
3. Napkins	\$0.50 each

COMMUNITY CENTER

4. Table Linens

\$6.00 each

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

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

COURT (MUNICIPAL)

Court (Municipal)

Prints & Public Records (see Administrative & General Fees)

Municipal Court Reports (Does not include other fees)

- | | |
|---|---|
| 1. Reports including discovery, except court appointments (regardless of page count or electronic format) | \$20.00 each- Flat Fee |
| 2. All other Prints and Public Records Requests | As established in "Administration & General Fees" under "Prints & Public Records" |

Other Court Services

- | | |
|--|--|
| 1. Marriage Ceremony (performed by Municipal Court Judge on site) | \$75.00 |
| 2. Marriage Ceremony (performed by Municipal Court Judge off site) | \$100.00 + actual mileage costs
(as set in ORS 106.120(5)) |
| 3. Certification of Court Document | \$2.00 for certification of each document
(in addition to printing costs) |

Fees & Penalties

- | | |
|--|---|
| 1. Payment Plan Fee/ Fee on cases not paid in full within 30 days of judgment. | Case Balance- \$0-280.00, fee of \$25.00
Case Balance- \$280.01+, fee of \$50.00
(If case is paid off within 12 months, the fee will be waived) |
| 2. Collection Agency Processing Fee | Actual amount imposed by the collection agency |
| 3. Returned Check | (See Administration & General Fees) |

Jury Fees

- | | |
|--|---|
| 1. Juror Attendance Fee * <i>Paid to Selected Jurors</i> * | Compensation and Mileage
(Rate applicable to appearances in justice court) |
| 2. Juror Attendance Fee * <i>Paid to Not-Selected Jurors</i> * | Mileage Only
(Rate applicable to appearances in justice court) |
| 3. Subpoenaed Witnesses Attendance Fee | Compensation and Mileage
(Rate applicable to appearances in justice court) |
| 4. Mileage Fee (to and from place of residence) | Rate applicable to appearances in justice court |

Hermiston Municipal Court

180 NE 2nd Street, Hermiston, OR 97838
541-567-6610

EASTERN OREGON TRADE & EVENT CENTER (EOTEC)

Eastern Oregon Trade & Event Center (EOTEC)

Please Note: All Rentals Include: Janitorial, Set-up & Tear Down (Tear Down includes putting away tables and chairs only)			
Great Room Rental (Large Meetings & Events)	Private/For Profit		Non-Profit
Booking Fee & Refundable Security Deposit (Cleaning-Damage)			
1. Booking Fee- Due to Hold Date a. Non-Refundable- If booking more than 6 months in advance	\$400.00		\$400.00
2. Security Deposit Non-Alcohol Event	\$500.00		\$200.00
3. Security Deposit With Alcohol Event	\$1,000.00		\$1,000.00
Great Room Use (Includes Lobby & Standard Stage)	Full Room	Half Room	
1. Monday- Thursday	\$2,750.00	\$1,850.00	\$1,600.00
2. Friday	\$3,000.00	\$1,850.00	\$2,000.00
3. Saturday	\$4,000.00	Not Available	\$3,000.00
4. Sunday	\$2,100.00	\$1,850.00	\$1,800.00
Kitchen Use			
1. Full	\$200.00		\$150.00
2. Fridge and Ice Maker Only	\$100.00		\$50.00
Day Before Decorating (If Available)			
1. 8:00am to 4:30pm	½ of total rent		½ of total rent
2. 5:00pm to 10:00pm	\$500.00		\$50.00 per hour
Meeting Room Rentals (Small Meetings & Events)	Private/For Profit		Non-Profit
Booking Fee & Refundable Security Deposit (Cleaning-Damage)			
1. Booking Fee- Due to Hold Date	\$50.00		\$50.00
2. Security Deposit Non-Alcohol Event	\$500.00		\$500.00
3. Security Deposit With Alcohol Event	\$1,000.00		\$1,000.00
Meeting Rooms (Includes Janitorial Services)			
1. Meeting Rooms 1 OR 2	\$225.00		\$200.00
2. Meeting Rooms 1 AND 2 (Combined)	\$425.00		\$400.00
3. Meeting Room 3	\$225.00		\$200.00
Staffing and Insurance			
1 staff member per 100 people- 5 hour minimum charge. Security requirements vary for different events	\$40.00 per hour per staff member		
Please Note: Event Liability Insurance of \$1 million is required. (Cost varies from \$50.00 - \$200.00). *Clients responsibility to obtain and show event center proof of insurance. *			
Additional Amenities			
1. Coffee (per pot, 25 cups)		\$25.00	
2. Table Toppers		\$3.00 each	
3. Napkins		\$0.50 each	

EASTERN OREGON TRADE & EVENT CENTER (EOTEC)

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

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

Other Venues

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

EOTEC

1705 E. Airport Rd, Hermiston, OR 97838

541-289-9800

<https://eotechermiston.com/>

FESTIVAL STREET

Festival Street

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

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

Please Note: Other fees may apply at a cost recovery basis. You will be held financially responsible for any damages, repairs or cleaning of the reserved areas resulting from your use.

Miscellaneous Rentals

1. Event Tent 78' x 40'	\$250.00 \$400.00 per event
2. Other Rentals & Amenities	As Established

Reservations may be made through: Hermiston Community Center

415 S. Hwy 395, Hermiston, OR 97838

541-667-5018

FRANCHISES

Franchises

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

GARBAGE & RECYCLING SERVICES

Garbage & Recycling Services

Miscellaneous Services & Fees

FREE Yard Trimming Permits

Free residential yard trimming disposal permits are available, upon request, for residential customers in good standing and can be obtained at: City Hall, 180 NE 2nd Street, Hermiston.
Permit is valid for two months from issuance date.

Account Set-Up

See "Water Department"

1. Curbside Recycling (Required Service by the Oregon Legislature – Recycling Modernization Act)

A. Residential 95-Gallon Cart

1. Serviced every other week	\$8.00 per cart per month
2. Reduced Residential Rate – Serviced every other week: For relief of those residents who are experiencing a financial hardship and meet income qualifications, see "Water Department" for more information and how to apply.	\$6.80 per month Only one allowed at this rate.

B. Commercial 300-Gallon Rollcarts

1. Serviced every other week per cart per pickup	\$24.00 per cart per month \$12.00
2. Serviced every week	\$48.00 per cart per month

C. FREE Recycling Centers located in Hermiston

- 692 W Harper Road, near Theater Sports Park
- 81144 N. HWY 395, at Sanitary Disposal

2. Mechanically Emptied Carts & Containers

A. 35-Gallon Cart, Served Weekly

1. Residential and Commercial Curb	\$17.46 per month
2. Walk-in Charge	\$9.19 per month
3. Reduced Residential Rate: For relief of those residents who are experiencing a financial hardship and meet income qualifications, a Reduced Utility Rate Application may be obtained at City Hall for a reduced monthly charge calculated at 50 percent of the base rate of their water and sewer bill, as well as a monthly discount in garbage and recycling services.	\$14.38 per month Only one allowed at this rate.

B. 90-Gallon Cart, Served Weekly

1. Residential Curb	\$29.05 per month
2. Commercial Curb	\$35.71 per month
3. Walk-in Charge	\$9.19 per month

C. Commercial Yard & Cardboard Containers

1. (1) 1.5- Yard Container (Service available Mon-Sat):	
a. Served once a week	a. \$120.82 per month
b. Served twice a week	b. \$228.73 per month
c. Served three times a week	c. \$336.64 per month
d. Served four times a week	d. \$444.55 per month
e. Served five times a week	e. \$552.38 per month
f. Served six times a week	f. \$660.37 per month

GARBAGE & RECYCLING SERVICES

<p>2. (1) 2- Yard Container (Service available Mon-Sat):</p> <ul style="list-style-type: none"> a. Served once a week b. Served twice a week c. Served three times a week d. Served four times a week e. Served five times a week f. Served six times a week 	<ul style="list-style-type: none"> a. \$157.08 per month b. \$298.64 per month c. \$440.19 per month d. \$581.75 per month e. \$723.29 per month f. \$864.85 per month
<p>3. Cardboard Recycling Container:</p> <ul style="list-style-type: none"> a. Served once a week <ul style="list-style-type: none"> i. Service up to 5 days a week Mon-Fri is available b. Compactor Haul c. Demurrage per day after 7 days 	<ul style="list-style-type: none"> a. \$53.91 per month <ul style="list-style-type: none"> i. Add \$53.91 per month per each additional day of service b. \$285.81 per month c. \$6.89 per month

D. Regulations

1. 1.5- Yard container and larger containers must be placed on a hard level surface in a location that will prevent container run-away.
2. Containers placement must be easily accessible to truck and collector.
3. Cart placement must be at curb or roadside.

3. Dropbox

A. Service within 7-day period

1. Prepayment: Required to reserve a dropbox and applied to first bill.	\$200.00 \$500.00
2. Delivery Fee	\$63.39 for the first box
3. Weighing up to 5 tons	\$89.54 haul fee plus \$8.97 per cubic yard or \$100.84 per ton, whichever is greater
4. Weighing 5 tons or greater	\$323.28 haul fee plus \$54.00 per ton
5. Demurrage charge per box after 7 th day	\$6.89 per day

B. Regulations

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

4. Compacted Dropbox

A. Compactor on call

1. Weighing up to 5 tons	\$117.66 per hour haul fee plus \$8.97 per cubic yard or \$100.84 per ton, whichever is greater
2. Weighing 5 tons and greater	\$351.41 haul fee plus \$54.00 per ton

B. Regulations

1. Maximum weight of 10 tons when full.

5. Fines & Penalties (not already listed above)

-Non-Payment Service Charge	\$20.00
Return Service (Did not set-out cart. Same day only.)	\$20.62
Overages/Extras (Cart lid does not completely close, garbage is left outside of cart, or cart weighs more than the allowable amount)	See Sanitary Disposal/Waste Connections Fees

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

All solid waste services, as specified in this section, are subcontracted to:
Sanitary Disposal

81144 N. Hwy 395, Hermiston, OR 97838
541-567-8842

HARKENRIDER SENIOR CENTER

Harkenrider Senior Center

Discounted Rates for Non-Profit Organization may be provided.

Large Meetings & Events - ~~Great Room~~ Terrace Level Rental

Includes: Great Room & Wraparound Deck, 28-8ft long tables, 250 Chairs, Staff Support, Janitorial, and Tear Down.

1. 0-99 <u>100-99</u> Guests	
a. Half Day (1-5 Hours)	a. \$300.00
b. a. Full Day (6+ Hours)	b. a. \$500.00
2. 100-200 <u>101-250</u> Guests	
a. Half Day (1-5 Hours) <u>Monday - Thursday</u>	a. \$425.00 <u>\$700.00</u>
b. Full Day (6+ Hours) <u>Friday - Sunday</u>	b. \$700.00 <u>\$1,100.00</u>
3. Day Before Decorating- During business hours <u>M-F 8:00am-5:00pm Available Friday & Saturday Only 9am - 3pm</u>	\$250.00 <u>\$400.00</u>
4. <u>Table & Chair Set-Up by Center Staff</u>	\$450.00 <u>\$250.00</u>
5. <u>Refundable Cleaning/Damage Deposit/Booking Fee- Due to Hold Date</u>	\$100.00 <u>\$50.00</u>
6. <u>Refundable Damage Deposit</u>	<u>\$250.00</u>

Security Guards and Insurance

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

Insurance: Event Liability Insurance of \$2+ million is required. (Cost varies from \$50.00 - \$200.00). *Clients responsibility to obtain and show event center proof of insurance. *

Small Meetings & Events – Terrace Level Rental Includes: <u>Great Room & Wraparound Deck, 8ft long tables, 100 Chairs, Janitorial</u>	<u>Monday – Thursday</u> <u>4pm-9pm</u>	<u>Friday - Sunday</u>
1. <u>Up to 100 Guests</u>	a. \$375.00	a. <u>\$475.00 from</u>
a. <u>Half Day (Up to 4 hours)</u>	b. <u>\$500.00</u>	<u>10am-2pm or 4pm-8pm</u>
a-b. <u>Full Day (5 to 8 hours)</u>		b. <u>700.00 from</u>
2. <u>Facility Monitor – Required After 5pm</u>	<u>\$30.00/hour</u>	<u>Included</u>
3. <u>Table & Chair Set-Up by Center Staff</u>		<u>\$250.00</u>
4. <u>Booking Fee- Due to Hold Date</u>		<u>\$25.00</u>
5. <u>Refundable Damage Deposit</u>		<u>\$100.00</u>
Small Meetings & Events – Garden Level Includes: <u>Lower Level & Outdoor Space, 6ft Round tables, 150 Chairs, Audio/Visual</u>	<u>Monday – Thursday</u> <u>7am-9pm</u>	<u>Friday - Sunday</u>
1. <u>Up to 150 Guests</u>	a. <u>\$200.00</u>	a. <u>\$285.00 from</u>
a. <u>Half Day (Up to 4 hours)</u>	a-b. <u>\$400.00</u>	<u>10am-2pm or 4pm-8pm</u>
a-b. <u>Full Day (5 to 8 hours)</u>		b. <u>\$550.00 from</u>
2. <u>Hourly- Business Meeting</u>	<u>\$40.00</u>	<u>N/A</u>
3. <u>Facility Monitor- Required After 5pm</u>	<u>\$25.00/hour</u>	<u>Included</u>
4. <u>Table & Chair Set-Up by Center Staff</u>		<u>\$150.00</u>
5. <u>Booking Fee- Due to Hold Date</u>		<u>\$25.00</u>
6. <u>Refundable Damage Deposit</u>		<u>\$100.00</u>
Small Meetings & Events – Board Room Includes: <u>Meeting Room, 8ft long tables, 25 Chairs,</u>	<u>Half Day</u> <u>(1-5 Hours) Monday –</u>	<u>Full Day</u> <u>(6+ Hours) Saturday -</u>

HARKENRIDER SENIOR CENTER

Audio/Visual, Janitorial, and Standard Meeting Set-Up/Tear down, & Staff Support	Friday 7am-9pm	Sunday
1. <u>Up to 25 Guests Breakout Room (25-guests max)</u> a. <u>Half Day (Up to 4 hours)</u> a-b. <u>Full Day (5 to 8 hours)</u>	\$125.00 Half Day (1-5 Hours) a. <u>\$100.00 from</u> b. <u>\$175.00</u>	\$200.00 Full Day (6+ Hours) a. <u>\$175.00 from</u> <u>10am-2pm or 4pm-8pm</u> b. <u>\$275.00 from</u> <u>8am-11pm</u>
2. <u>Hourly Business Meeting</u>	<u>\$25.00</u>	N/A
3. <u>Facility Monitor- Required After 5pm</u>	<u>\$30.00/hour</u>	<u>Included</u>
4. <u>Booking Fee- Due to Hold Date</u>	<u>\$25.00</u>	
5. <u>Refundable Cleaning/Damage Deposit-Due to Hold Date</u>	\$50.00	
Additional Amenities		
1. Coffee & Ice Water (30 guests)	\$25.00	
2. Table Toppers	\$6.00 each	
3. Napkins	\$0.50 each	
4. Table Linens	\$6.00 each	

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

~~Contact the **Parks and Recreation Department** at~~ **Reservations may be made through the Hermiston Community Center:**

415 S. Hwy 395, Hermiston, OR 97838 ~~or at~~
541-667-5018

~~to reserve the Senior Center for your event during the following hours:~~
Monday-Friday 3pm to 10pm
Saturday & Sunday

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

HERMISTON ENERGY SERVICES (HES)

Hermiston Energy Services (HES)

Customer Service Policies, Rates, and Associated Fee Manual

Last adopted/amended:

December 9, 2024 by Resolution No. 2349

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

Umatilla Electric Cooperative (UEC)

750 W. Elm Ave, Hermiston, OR 97838

541-567-6414

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

LIBRARY

Library

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

LIBRARY

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

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

PARKS AND RECREATION

Parks and Recreation

Recreation Department		
Recreation Programs & Classes		
Volleyball, Football, Art, Archery, etc	As established per program	
Parks Department		
Park Rental		
EXCLUSIVE USE of entire park or portions of park.	Fees are established for a variety of services on a cost recovery basis which may include tables, garbage cans, staffing, lighting, and other costs to the City. This fee may be waived by the City Manager or designee if the reservation is in conjunction with a community-wide event	
Special Event Permit Fees		
<p>The Hermiston Parks & Recreation Department welcomes community events in our parks and facilities. A Special Event Permit ensures events are properly coordinated, safe for participants, and that park resources are protected. Permit fees help offset staff time associated with reviewing, coordinating, and monitoring events, including coordination and potential cleanup by Parks Maintenance staff.</p> <p>A Special Event Permit is required for organized events held in City parks, regardless of whether admission, registration, or participation fees are charged.</p> <p>Events that require a permit typically include organized gatherings that reserve space, involve 25 or more participants, or require coordination with City staff.</p> <p>Permits are required even if the event is free, if it involves a large, organized gathering or use of park space that requires coordination, oversight, or cleanup beyond normal park use.</p> <p>Examples include (but are not limited to):</p> <ul style="list-style-type: none"> ❖ 5Ks or Fun Runs ❖ Tournaments or Organized Competitions ❖ Festivals, Car Shows, or large gatherings ❖ Fundraisers ❖ Vendor Markets ❖ Organized group activities using park space beyond normal casual use. 		
1. 0-500 participants	Resident \$100.00	Non-Resident \$120.00
2. 501-1,000 participants	Resident \$150.00	Non-Resident \$180.00
3. 1,001+ participants	Resident \$200.00	Non-Resident \$240.00
❖ Verified 501(c)(3) organizations	50% reduction in permit fee	
Shelter Rental/Park Pavillion Rental		
<ul style="list-style-type: none"> ❖ Reservations from April 1st – September 31st. ❖ Reservations are closed from October 1st- March 31st but can be used for free at a first-come first-serve basis. Tables from the Parks Department are not available to use/rent during these months. 		
1. Weekday (M-TH) 4 Hour Rentals at ALL PARKS from:	Resident \$50.00	Non-Resident \$75.00
a. 10:00am-2:00pm or		
b. 3:00pm-7:00pm		
Includes the use of 4 tables		
2. Weekend (FRI-SUN) Rentals:	Resident	Non-Resident
a. 4 Hour Rental @ McKenzie, Hodge, Victory	\$65.00	\$90.00
1. 10:00am-2:00pm or		

PARKS AND RECREATION

- 2. 3:00pm-7:00pm
- b. 3 Hour rental @ Butte Park Kiwanis Shelter & Rotary Shelter
 - 1. 9:00am-12:00pm,
 - 2. 1:00pm-4:00pm or
 - 3. 5:00pm-8:00pm

Includes the use of 4 tables

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

Miscellaneous Rentals

- | | |
|------------------------------|---|
| 1. Event Tent 78' x 40' | \$250.00 <u>\$400.00</u> per day |
| 2. Other Rentals & Amenities | As Established |

Parks and Recreation Department is located in the Community Center

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

PLANNING & ZONING

Planning & Zoning

Accessory Dwelling	
1. Permit- shall be charged upon application for a building permit for an accessory dwelling.	\$200.00
Compliance Reviews	
1. Civil Drawings	
a. 1-2 Reviews	a. \$500.00
b. 3+ Reviews	b. \$1,000.00 per review
2. Zoning Standards Permit Compliance Review	\$75.00
3. Development Agreement Legal Costs (to prep & review agreements)	\$200.00
4. Site Plan Review- New/Initial/Expansion	\$550.00
5. Final Plat Review	\$275.00
Land Use Actions	
1. Addressing Assignment, adding or changing	\$25.00
2. Annexation	\$900.00
3. Appeal of Planning Commission Decisions	\$700.00
4. Appeal of Planning Department Decision	\$250.00
5. Comprehensive Plan/Plan Map Amendment	\$1,500.00
6. Conditional Use	\$800.00
7. Land Partition, Minor	\$775.00
8. Planned Unit Development	\$1,500.00 + \$10.00 per lot
9. Property Line Adjustment	\$300.00
10. Public Right-of-Way Vacation	\$900.00
11. Subdivision/Land Partition, Major	\$1,250.00 + \$10.00 per lot
12. Subdivision- Replat	\$500.00 + \$10.00 per lot
13. Variance- Major	\$800.00
14. Variance- Minor	\$475.00
15. Zone Text Amendment	\$1,500.00
Miscellaneous Services	
1. Administrative Action- Includes requests such as: DMV certification, zoning confirmation, land use compatibility statement, or similar documentation	\$35.00 Research Fee's are as established in "Administration & General Fees" under "Processing Fees"
Planning Department 180 NE 2 nd Street, Suite 211, Hermiston, OR 97838 541-667-5010	

POLICE DEPARTMENT

Police Department

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

POLICE DEPARTMENT

4. Address/Name Record Check	\$20.00
5. Mailing Services	Actual Cost
Records Request Processing Fees (Does not include other fees)	
1. Lengthy Requests (request over 15 mins to complete) <ul style="list-style-type: none"> • Fee's charged at 15 min increments. • Requests less than 15 mins to process may be waived, excluding serial requests. 	\$35.00 per hour
2. Attorney Fees	Actual Cost

Hermiston Police Department, Bob Shannon Safety Center

330 S. 1st Street, Hermiston, OR 97838

541-567-5519 (Business)

541-966-3651 (Dispatch)

541-667-5148 (Anonymous Tip Line)

PUBLIC TRANSIT- TAXICAB & BUS SERVICES

Public Transit-Taxicab & Bus Services

Taxicab Services**Cab Fares**

- | | |
|-------------------------------------|-----------------------------------|
| 1. Senior and Disabled Taxi Tickets | \$3.00 per ticket |
| 2. General Public Taxicab Fares | As established by taxicab company |

WORC Program

- | | |
|--|----------------------------|
| 1. Hermiston City (live and work in City limits) | \$30.00 (10 one-way trips) |
| 2. Hermiston Zip (live or work outside of City limits) | \$32.50 (10 one-way trips) |
| 3. Hermiston Plus (live and work outside of City limits but in Hermiston zip code) | \$57.50 (10 one-way trips) |
| 4. West-End (live and work in Stanfield or Umatilla) | \$90.00 (10 one-way trips) |

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

Taxicab Company**Operating Certificate** (Charged at the time of application)

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

Taxicab Drivers (Charged at the time of application)

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

Bus Services

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

Taxicab Services are contracted to: Umatilla Cab Co.

2430 N. 1st Street, Hermiston, OR 97838
541-567-6055

Bus Services are contracted to:**The Confederated Tribes of the Umatilla Indian Reservation, Kayak Public Transit**

46411 Timíne Way, Pendleton, OR 97801
541-276-3165

<https://ctuir.org/>

SEWER DEPARTMENT

Sewer Department

Account Set-Up (non-refundable)

See "Water Department"

Sewer Usage Calculations Rates Adjusted: March 1, 2026	Monthly Base Rate	Calculated Monthly Usage Rate (per 1,000 Gallons)
1. Residential	\$42.87	\$3.67
2. Commercial	\$42.87	\$3.67

Please Note the Following:

❖ Sewer Annual Adjustment:

The Monthly Base Rate, and the Calculated Monthly Usage Rate, shall be adjusted each March 1, by an amount equal to the annual percentage change in the Engineering News-Record Construction Cost (20-City Average) Index averaged for the three preceding calendar years.

❖ Monthly Usage Calculation:

Calculated Monthly Usage shall be established each March based on the customer's average monthly winter water usage for the most recent December, January, and February time frame as established above in "Sewer Annual Adjustment".

❖ New Customers:

New customers who begin service between:

- February 1 and November 30- shall be billed at an assumed Monthly Usage of 5,000 gallons per month.
- December 1 and January 30- shall be billed at an assumed Monthly Usage of 5,000 gallons per month until a new Calculated Monthly Usage is established using the average of all full months of service received in December through February.

❖ Reduced Utility Rate:

For relief of those residents who are experiencing a financial hardship and meet income qualifications, see "Water Department" for more information and how to apply.

Fines & Penalties

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

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

Commercial Independent Discharge Users

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

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

- ❖ **Usage Rates:** Industrial Users shall pay the same Monthly Base Rate, and Calculated Monthly Usage Rate as identified for Residential and Commercial Users. However, Industrial Users' usage shall be metered monthly, and billed based on their monthly discharge year-round.
- ❖ **Surcharge Rates:** In addition to consumption rates, Industrial Users shall be charged the following surcharge rates.
 1. BOD: \$1.54/lb
 2. TSS: . \$1.65/lb
 3. Ammonia: \$1.68/lb

SEWER DEPARTMENT

- ❖ **Sampling:** The Utility shall install a discharge meter for Industrial Users capable of taking samples throughout the month. Samples shall be taken up to 10 times per month and tested for the discharges which exceed the RWTP design parameters.
 - Currently- Sampled discharge amounts shall be averaged monthly. The sampled average shall be combined with the metered volumetric discharge to determine the customer's surcharge bill monthly.
 - Effective January 1, 2027- Sampled discharge amounts shall be analyzed to determine the peak event. The value for the peak event shall be combined with the metered volumetric discharge to determine the customer's surcharge bill monthly.

Fats, Oils, & Grease (FOG) Users

FOG Permit- Users who generate FOG, which has the potential to reach the City's sewer, must obtain a FOG Permit.	\$3.62 per month for all permitted FOG users.
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Vector Use (Municipality use only, with prior authorization from City Manager or designee)

Vector use	\$410.00/hour with the addition of 2 operators at 1.5 hourly wage and full benefits package rate.
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Waste Disposal at Plant

1. Septic Tank & Portable Toilet Waste Disposal	\$0.29/gallon – Minimum of 100 gallons
2. Recreational Vehicles (RV)	Free

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

STREET DEPARTMENT

Street Department

Sidewalk & Driveway Permits

All sidewalk & driveway improvement permits	\$50.00
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Street Excavation Permits

All right-of-Way Cut Permits:

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

Permit referenced above are processed by the Building Department

180 NE 2nd Street, Suite 211, Hermiston, OR 97838

541-667-5025

Street Closures

Street Closures for Private or Community Events

Required for the closing of any street within the City for the purpose of holding a celebration, block party, street dance, local special event, or other purposes when a temporary street closure is necessary.

1. Application	\$25.00 Non-Refundable To be applied towards the approved permit fee.
2. Application, Expedited- If application is turned in less than 20-days prior to event	\$50.00 Non-Refundable Will not be applied to the approved permit fee.
3. Approved Permit with Barricades- Staff delivers and picks up	\$200.00 for first block \$100.00 per additional block

Street Closures for Parades, Marches, and Processions

Required for any parade, march, or procession consisting of people, animals, vehicles or combinations thereof, upon any public street, sidewalk or alley, which affects their ordinary use.

Parade Application

1. Community Center to/from City Hall	\$50.00 Non-Refundable To be applied towards the approved permit fee.
2. Community Center to/from Community Center	\$50.00 Non-Refundable To be applied towards the approved permit fee.
3. Non-Designated Route	\$300.00 Non-Refundable To be applied towards the approved permit fee.

Parade Routes (As established in Section 71.01 of the Municipal Code)

1. Community Center to/from City Hall	\$1,500.00
2. Community Center to/from Community Center	\$2,000.00
3. Non-Designated Route – Applicant delineated	75% Cost Recovery

Street Closure Permits referenced above are processed City Hall

180 NE 2nd Street, Hermiston, OR 97838

541-567-5521

SYSTEM DEVELOPMENT CHARGES & CONNECTION PERMITS

System Development Charges & Connection Permits

A. System Development Charges (SDC's)

Fees are due and payable upon issuance of permit for connection

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

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

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

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

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

Connection Permits Fees

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

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

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

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

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

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

SYSTEM DEVELOPMENT CHARGES & CONNECTION PERMITS

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

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

Building Department

180 NE 2nd Street, Suite 211, Hermiston, OR 97838

541-667-5025

TRANSIENT ROOM TAX

Transient Room Tax

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

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

1. 1 to 6 consecutive days of occupancy by the same person	9% Effective 04/01/2024
2. 7 to 30 consecutive days of occupancy by the same person	2.5%
3. More than 30 consecutive days of occupancy by the same person, or rent paid for the entire month	None

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

Tourism Promotion Assessment Charge

Hotels

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

Recreational Vehicle Park

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

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

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

Delinquencies and Interest from Transient Tax Collector

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

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

WATER DEPARTMENT

Water Department

Account Set-Up (non-refundable)

For single or combined services of: Water, Sewer, Garbage & Recycling | \$30.00

Water Usage Calculations (per 1,000 gallons)	Base Rate	0-15,000 Gallons	>15,000 Gallons
Rates Adjusted: March 1, 2026			
1. Residential	\$36.76	\$0.61	\$4.27
2. Commercial	\$36.76	\$0.61	\$4.27

Please Note the Following:

❖ Water Usage Annual Adjustment:

The Monthly Base Rate, and the Water Usage Rate, shall be adjusted each March 1, by an amount equal to the annual percentage change in the Engineering News-Record Construction Cost (20-City Average) Index averaged for the three preceding calendar years.

❖ Reduced Utility Rate:

For relief of those residents who are experiencing a financial hardship and meet income qualification, a Reduced Utility Rate Application may be obtained at City Hall for a reduced monthly charge calculated at 50 percent of the base rate of their water and sewer bill, as well as a monthly discount of garbage and recycling services.

Fines & Penalties

1. Late/Delinquent Payments: All unpaid bills & charges for water, sewer & garbage services, not paid within 20 days of issuance of statement.	Additional 5% imposed on the gross combined billing
2. Disconnection Fee: Due to non-payment and/or failure to comply with water shortage emergency regulations	\$75.00
3. Tampering Act: For any unauthorized alteration or attempted alteration to: <ul style="list-style-type: none"> • Reconnect services, once disconnected • Component(s) or locking mechanism • Other unauthorized access 	\$100.00 per occurrence, plus any additional charges for repairs or replacements due to damage(s)

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

Miscellaneous Services

Fire Hydrant Meter | \$1,650.00 Deposit | Double Water Rate. Charged Monthly.

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



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

Water Department Services are located at City Hall

180 NE 2nd Street, Hermiston, OR 97838

541-567-5521



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of March 23, 2026

Title/Subject

Resolution 2415: Approving an equipment procurement for UV Disinfection equipment at the Recycled Water Treatment Plant.

Summary

This resolution will authorize staff to execute the documents necessary to procure new Ultra-Violet light disinfection equipment at the Recycled Water Treatment Plant.

Background

The City of Hermiston's sewage is treated to Class-A effluent (recycled water) before being discharged to the West-Extension Irrigation District in the summertime, and to the Umatilla River in the wintertime. The final step prior to discharge has historically been to disinfect the water using chlorine.

All sewage treatment facilities must abide by a National Pollutant Discharge Elimination System (NPDES) permit. The City of Hermiston received a new NPDES permit recently, and one of the requirements is to reduce/eliminate chlorine byproducts from our discharge; which are a result of disinfecting with chlorine.

Meanwhile, the cost of chemicals, predominantly driven by chlorine, has gone up significantly year over year for many years now. Compounding that problem is the relatively tenuous nature of the industrial chlorine supply chain. This has been brought to light several times over the past several years, raising the possibility of running out of chlorine.

Additionally, chlorine gas is deadly, and working with it can be dangerous. There has been at least one chlorine gas-related accident at the RWTP over the past few years causing concern for employee safety.

A project to change the disinfection process to one which simply uses extremely powerful ultra-violet lights has been called out in the City's adopted [Capital Improvements Plan](#) for a number of years. Due to the long lead-time on the equipment, and a DEQ imposed deadline to eliminate chlorine residuals under our NPDES permit, it is proposed to procure the UV disinfection

equipment now, and follow that up with a separate contract later this year to secure a contractor to perform all construction and installation necessary in 2027.

A request for proposals was issued earlier this year, and the following proposals were received.

- Glasco UV Ultraviolet Light Technologies: \$681,880.00
- Enaqua Non Contact UV: \$1,226,500.00

Due to the highly technical and niche nature of this equipment, it was anticipated that a small number of responses would be received. This is also why no Engineer's Estimate was furnished. The RFP included significant performance metrics which were reviewed in-depth by Anderson Perry & Associates, along with RWTP staff, and all feel comfortable recommending an award of this procurement contract to Glasco.

Tie-In to Council Goals

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

Fiscal Information

These improvements will be covered by the utility fund, and have been included in the adopted Capital Improvement Plan for several years.

Alternatives and Recommendation

Alternatives

1. Approve Resolution 2415
2. Reject Resolution 2415
3. Table Resolution 2415

Recommended Action/Motion

Approve Resolution 2415

Submitted By:

Mark Morgan



March 17, 2026

Mark Morgan
 City of Hermiston
 180 N.E. 2nd Street
 Hermiston, Oregon 97838

RE: City of Hermiston, Oregon - Ultraviolet Light (UV) Disinfection System Equipment Package Procurement - Award Recommendation

Dear Mark:

This letter describes the proposal results from March 12, 2026, for the UV Light Disinfection System Equipment Package Procurement.

Proposal Results

On March 12, 2026, the City of Hermiston, Oregon, received two proposals for UV light disinfection system equipment from Glasco UV and Enaqua. During a closed meeting with staff from Anderson Perry & Associates, Inc. (AP) and the City, the two proposals were evaluated based on the following categories: seller support, number of successful installations, maintenance cost, factory vicinity, consumable parts replacement costs, power consumption, and equipment capital cost. Total points available per proposal was 100. A summary of the points awarded based on the established evaluation criteria is included on Table 1, below.

TABLE 1 - ULTRAVIOLET LIGHT DISINFECTION SYSTEM EQUIPMENT PROPOSALS EVALUATION SUMMARY

Evaluation Criteria	Glasco	Enaqua
Seller Support	18	19
Number of Successful Installations	14	15
Maintenance Cost	15	13
Factory Vicinity	13	15
Consumable Parts Replacement Cost	14	8
Power Consumption	8	5
Capital Cost	8	1
TOTAL	90	76

As shown on Table 1, Glasco UV's proposal outcompeted Enaqua in most categories, with the largest discrepancy being the capital cost. Glasco UV's proposal for the disinfection equipment totaled \$681,880, while Enaqua's proposal totaled \$1,226,500.

Summary

Based on our review of the proposals based on the established evaluation criteria, AP recommends the City consider awarding the UV Light Disinfection System Equipment Package Procurement to Glasco UV, contingent on approval from the City's attorney.

Mark Morgan
March 17, 2026
Page -2-

Please contact me if you have any questions.

Sincerely,

ANDERSON PERRY & ASSOCIATES, INC.

By 

Treyton Moore, P.E.

TM/mb

cc: Bill Schmittle, City of Hermiston
Richard Dutcher, City of Hermiston
Alan Davis, P.E., AP
Daniel La Beau, AP

File No. 736-190-002

RFPAwardLtr_Hermiston_UVLightDisinfect_736-190-002.docx

RESOLUTION NO. 2415**A RESOLUTION AWARDING A CONTRACT FOR THE PROCUREMENT OF UV LIGHT DISINFECTION EQUIPMENT FOR THE RECYCLED WATER TREATMENT PLANT AND AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT ON BEHALF OF THE CITY**

WHEREAS, the City of Hermiston (“City”) desires to purchase ultraviolet light (UV) disinfection equipment for the City’s Recycled Water Treatment Plant (the “Plant”); and

WHEREAS, the change in disinfection process at the Plant from a chlorination process to the use of an UV light disinfection process has been called out in the City’s adopted Capital Improvements Plan; and

WHEREAS, a request for proposals was issued, and proposals were received, with Glasco UV Ultraviolet Light Technologies providing the most responsive proposal with a proposed cost of \$681,880.00; and

WHEREAS, the City has funds available for this project.

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

1. That the contract for the purchase of ultraviolet light disinfection equipment for the City’s Recycled Water Treatment Plant is awarded to Glasco UV Ultraviolet Light Technologies.
2. That the City Manager be, and is, hereby authorized to execute and deliver a contract for the purchase of ultraviolet light disinfection equipment for the City’s Recycled Water Treatment Plant to Glasco UV Ultraviolet Light Technologies with such changes, additions, deletions, and modifications as the City Manager may approve.
3. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 23rd day of March 2026.

SIGNED by the Mayor this 23rd day of March 2026.

Doug Primmer, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of March 23, 2026

Title/Subject

Resolution No. 2416: Authorize Sewer Loan Application.

Summary

This resolution will authorize staff to apply for \$1,501,000 in loan funding from the Oregon Department of Environmental Quality related to the construction of approximately 2.5 miles of new sewer main.

Background

The City recently annexed 800 acres of industrial land south of Feedville Road for the purposes of accommodating hyperscale data centers. An established local data center company is now planning a new campus within the expanded city limits area toward the east end of Feedville Road. In order to accommodate employee wastewater needs (i.e. toilet flushing, handwashing), a sanitary sewer connection is necessary. The company has two options. They could install a new sewer line that goes east in Feedville Road at a cost of \$4,181,000, or they could install a new sewer line that goes west in Feedville Road, and north up Highway 207, at a cost of \$5,682,000. Both options serve their needs; therefore, the City can only require them to install the lower-cost option.

The City of Hermiston would benefit much more by having a sanitary sewer line that goes west in Feedville and north in Highway 207. This is a costly sewer line which is ultimately responsible for derailing the development of the 1,300 home Prairie Meadows subdivision due to the inability of that development to recoup the cost. Additionally, existence of this sewer main will facilitate the long-term transition of existing septic systems along highway 207 on to the City's sanitary sewer system; helping to alleviate nitrate contamination in groundwater caused by septic system leaching from rural residential homes.

Given the situation, it is proposed to take advantage of a very unique opportunity to leverage significant private investment by partnering with the company to proceed with construction of the western option through a cost-sharing structure. In constructing the western option, the

company will pay for an amount equal to what they would have paid to construct the eastern option, while the City will cover the marginal difference (\$1,501,000).

Tie-In to Council Goals

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

Fiscal Information

The overall project in question is currently estimated at \$5,682,000, and a private development will cover 74% of that cost, leaving an estimated \$1,501,000 to be covered by the City. The loan funding which is being pursued through DEQ involves up to \$1 million of loan forgiveness (a de-facto grant of \$1M). Therefore, the actual out-of-pocket amount tied to the City is estimated at \$501,000. This would allow the community to achieve several long-term goals at a local cost of 10 cents on the dollar by leveraging private and state funding.

The \$501,000 is recommended to be delivered from the Sewer System Development Charge (SDC) Fund; which is where revenues from all new developments go in order to accommodate future system expansion.

Alternatives and Recommendation

Alternatives

1. Approve Resolution No. 2416
2. Reject Resolution No. 2416
3. Table Resolution No. 2416

Recommended Action/Motion

Approve Resolution No. 2416

Submitted By:

Mark Morgan



State of Oregon Department of Environmental Quality

Point Source Project Loan Application: Design and Construction Projects

Clean Water State Revolving Fund

Contact: [Regional Project Officer](#)

Please answer all questions in this application. If a question does not apply, please mark “not applicable.”

DEQ accepts completed, signed applications that are submitted either electronically or in hard copy by close of business on the application due date.

Applicant Information

1. Public Agency/Legal Applicant:

Name: City of Hermiston			
Address:			
180 NE 2nd St.			
City, State:	ZIP:	County:	Federal Congressional District:
Hermiston, OR	97838	Umatilla	2
Agency Website:	www.hermiston.gov		

2. Only public agencies are eligible for Clean Water State Revolving Fund. Does your agency meet the definition of a “public agency” as defined by [ORS 468.423](#)?

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
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3. Identify the type of your public agency:

<input type="checkbox"/>	Tribal Government	<input checked="" type="checkbox"/>	City	<input type="checkbox"/>	School District
<input type="checkbox"/>	County	<input type="checkbox"/>	Sanitary District or Sanitary Authority	<input type="checkbox"/>	County Service District
<input type="checkbox"/>	State Agency	<input type="checkbox"/>	Irrigation district	<input type="checkbox"/>	Metropolitan Service District
<input type="checkbox"/>	Other Special District (please specify):				
<input type="checkbox"/>	Intergovernmental Agency (please specify):				

Translation or other formats

[Español](#) | [한국어](#) | [繁體中文](#) | [Русский](#) | [Tiếng Việt](#) | [العربية](#)

800-452-4011 | TTY: 711 | deqinfo@deq.oregon.gov



4. Is your agency registered in SAMs ([SAMs home page](#))?

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	
If no, please explain:				
SAMs Unique Identifying Number:				

5. Does your agency have authority to take on debt?

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
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If yes, please provide reference to the relevant ORS, or local ordinance, law, charter or regulation:

City Charter, Chapter X Section 40 "Debt" <https://www.codepublishing.com/OR/Hermiston/#!/HermistonCH.ht>

If no, explain:

--

6. Project Contact:

Name:	Dept./Organization:	Title:
Mark Morgan	Administration	Assistant City Manager
Telephone:	Email:	
541-567-5521	mmorgan@hermiston.gov	

Budget and Schedule**7. CWSRF loan amount requested:**

1501000

8. Total estimated project cost:

5682000

9. CWSRF Interim Financing:

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	
If yes, name of the agency providing long-term financing:				
Interim Funding Amount:				

10. Are you applying for a Sponsorship Option loan for a nonpoint source project in addition to this loan for a point source project?

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	
If yes, please complete and submit a Nonpoint Source Application in addition to this application.				

11. Please fill out Tables A and B below on proposed project cost and funding. Total funding in Table B must be equal to total costs in Table A.

Table A. Project Budget		
Type	Total Project Budget	Amount funded by CWSRF
Administration and Legal	73000	19284
Contingency	726000	191785
Preliminary Expense		
Land and Right of Way		
Basic Engineering	363000	95892
Other Engineering	363000	95892
Project Inspection		
Construction	3628000	958397
Other:	529000	139744
Total Costs	5682000	1500994

Table B. Funding Sources	
Source	Amount
DEQ Clean Water State Revolving Fund (Permanent)	1500994
Business Oregon Special Public Works	
Business Oregon Water/Wastewater	
Business Oregon Community Development Block Grant	

USDA Rural Development (No Interim Funding)	
USDA Rural Development (With CWSRF Interim Funding)	
USDA Natural Resource Conservation Service	
General Obligation Bonds	
Revenue Bonds	
Local Funds (note source of funds below): Private Business (Amazon Web Services)	4181006
In-Kind Assistance	
Other:	
Total Funding (must equal total cost in Table A)	5682000

12. Please note any existing sewer related debt service (before CWSRF project funding). Attach additional documentation as necessary.

Type	Current Balance	Interest Rate	Year Issued	Annual Payment	Bond Rating
General obligation bonds					
Sewer Revenue Bonds	10670000	.0325	2020	930000	AA/A-
Other Debt					

13. Proposed project schedule (Month, Year):

Estimated design start date:	December, 2025
Estimated construction start date:	November, 2026
Estimated project completion date:	November, 2027
<p>Please explain if the estimated design start date is <i>before</i> the loan application date or the date a loan will be signed: This project is primarily a private development, but the City is leveraging it in order to gain other community benefits. As such, we are filing for our portion of the cost after the design has already taken off.</p>	

Compliance Information

14. If applicable, indicate the water quality permit information associated with the proposed project:

Type	Yes/No	Identification Information
National Pollutant Discharge Elimination System Permit	Yes	(EPA reference number beginning with "OR"): OR002761
Water Pollution Control Facility Permit	Yes	(Permit number): 101294 File Number 38212
Municipal Separate Storm Sewer System Permit (MS4)	No	(Phase):
Clean Water Act 401 Certification	No	(USACE Permit Application Number):
Not Applicable or Unknown	<input type="checkbox"/>	

15. From the above referenced information, please select which of the following applies:

<input type="checkbox"/>	Permit renewal needed	<input checked="" type="checkbox"/>	Renewed/Current/No Change
<input type="checkbox"/>	Permit modification needed	<input type="checkbox"/>	Permit in progress
<input type="checkbox"/>	New permit	<input type="checkbox"/>	Administratively Extended
<input type="checkbox"/>	Not applicable		

16. Is the proposed project related to a facility currently in compliance with its permit(s)?

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
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What noncompliance issue(s), if any, will this project address:

<input type="checkbox"/>	Water Quality Standards	<input type="checkbox"/>	Public Health
<input type="checkbox"/>	Limits for wastewater or stormwater discharge to surface water or groundwater	<input type="checkbox"/>	Waste discharge limits for reuse of biosolids or wastewater

Describe how the project will ensure continued compliance of facility and how long the system is expected to maintain compliance:

--

If applicable, does the permit related to this proposed project include:

<input type="checkbox"/>	A compliance schedule
<input type="checkbox"/>	A Mutual Agreement and Order (MAO)
<input checked="" type="checkbox"/>	N/A

Project Description

Use this section to describe the objectives, components and expected outcomes of the project. The loan agreement will refer to this section in defining what expenses can be reimbursed.

17. Project type (check one or both, as appropriate)

<input checked="" type="checkbox"/>	Design	<input checked="" type="checkbox"/>	Construction
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18. Is this proposed project covered by a facility plan, pre-design report, other engineered planning document, or system plan?

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
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If no, explain:

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If yes, provide the year document completed:

2021

Has this plan been reviewed and approved by DEQ within the last 5 years?

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
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Date of approval:	2021
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19. Project Location (if different from public agency location):

Address:			
City:	Zip:	County:	Federal Congressional District:
Hermiston	97838	Umatilla	2
Latitude WGS84:		Longitude WGS84:	
45.8134		-119.3147	
Additional sites (if applicable): 13,000 Linear Feet of New Gravity Sewer Main			

20. Project description

Name of project:	Hermiston Feedville/207 Sewer Main Extension
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Summarize the purpose of the proposed project, including any water quality benefits and public health objectives (3 to 4 sentences):
<p>This project will extend sanitary sewer service in to the recently annexed Feedville Road corridor; enhancing economic & job growth opportunities for the community. The City partnered with the private developer to route this piping via Highway OR207; according to the 2021 Sewer Collection System Master Plan. The existence of sanitary sewer piping along this route will facilitate long-range transition away from septic systems for a number of existing properties along OR207, as well as preventing the development of new septic systems within that area, and divert those flows to the City of Hermiston's Recycled Water Treatment facility. Existence of this new 2.5 miles of sanitary sewer piping also will help stimulate additional housing development by greatly reducing the cost of utility extensions to a significant amount of vacant developable land within the Urban Growth Boundary of the largest city in eastern Oregon.</p>

Describe the major project components (for example, type of structures to be built, equipment replacement, treatment plant or pump station improvements):

Install: 12,500LF of 12" PVC Sewer Line, 600LF of 6" PVC Sewer Line, 1 Railroad Jack/Bore, 2 Irrigation Canal Borings, plus associated surface restoration.

Describe how the proposed project will achieve the water quality benefits and public health objectives. Does the proposed project improve water quality by addressing water quality parameters including, but not limited to, the following: temperature, dissolved oxygen, contaminated sediments, toxic substances, bacteria or nutrients? If available, provide quantitative results as an attachment:

The area of the project is located within the Lower Umatilla Basin Critical Groundwater Management Area (LUBGWMA), with many private well owners in the vicinity suffering from Nitrate contamination which exceeds federal drinking water standards. Leeching from septic drain-fields is identified as a key contributor to nitrate contamination in this area. This new sewer main will extend sanitary sewer connection opportunity deep in to the Southwest quadrant of the City's Urban Growth Boundary. There are currently more than 50 homes with private drinking water wells, and septic drain-fields located within the existing UGB in the vicinity of this new sewer main. Existence of this new sanitary sewer piping will prevent the permitting of new septic systems, as well as prevent the replacement of failed septic systems; thus reducing septic drain-field leeching within the LUBGWMA long-term.

Give any other pertinent information that explains why this project is proposed:

The initial routing by the private developer (Feedville to Hinkle Road), although it was less expensive upfront due to shorter sewer main requirements, it would have required installation of a new publicly-owned sewer lift station. The routing as now proposed utilizes entirely gravity-flow sewer, saving the rate payers long-range maintenance and operational costs, as well as reducing long-range energy consumption. The new routing also allows the City the opportunity to install new sewer main in OR207 at a fraction of the cost, by leveraging the private investment.

Therefore, two cost estimates were developed (Hinkle \$4.18M; and OR207 \$5.68M). The private developer is covering the cost of the base amount (\$4.18M), with the City covering the marginal cost of the option that benefits the public more (\$1.5M). Hence, why the City is requesting only \$1.5M for a \$5.68M project.

21. Proposed project is expected to improve water quality by addressing one or more of the following (check all that apply). Please attach documentation to support water quality improvements:

<input type="checkbox"/>	Temperature	<input type="checkbox"/>	Bacteria	<input type="checkbox"/>	Dissolved oxygen	<input checked="" type="checkbox"/>	Nutrients
<input type="checkbox"/>	Total Suspended Solids	<input type="checkbox"/>	NPDES/WPCF permit requirement(s)	<input type="checkbox"/>	Oregon Health Authority requirement(s)	<input type="checkbox"/>	Toxic substances
Other, please specify:		Nitrates from Septic Seepage					

22. Does the proposed project address [emerging contaminants](#)?

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
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Information on emerging contaminants can be found in DEQ's [fact sheet on emerging contaminants](#).

Please specify which contaminants the project will address:

<input type="checkbox"/>	Per- and Polyfluoroalkyl Substances (PFAS and PFOS)
<input type="checkbox"/>	Pharmaceuticals and Personal Care Products (PPCPs)
<input type="checkbox"/>	6PPD; 6PPD-Quinone (6PPD-Q)
<input type="checkbox"/>	Endocrine Disruptors
<input type="checkbox"/>	Microplastics
<input type="checkbox"/>	Microorganisms
<input type="checkbox"/>	Pesticides and Herbicides
<input type="checkbox"/>	Nanomaterials (NM)
<input type="checkbox"/>	Fire Suppressants
<input type="checkbox"/>	UV Filters
<input type="checkbox"/>	N/A
<input type="checkbox"/>	Other, please specify:

Describe how the proposed project will address the emerging contaminants known to occur in its vicinity. If applicable, attach any qualitative and/or quantitative supporting documentation (i.e., visual monitoring, anecdotal evidence, sampling results).

--

23. Project Categories

Please enter all numbers as decimals (i.e., 23.34% =0.2334).

Project Category	Description	% CWSRF Funding
Centralized Wastewater Treatment	Secondary Treatment Plant (includes, but is not limited to: new, expansion, improvements; effluent disposal; biosolids treatment, biosolids disposal, water reuse)	
Centralized Wastewater Treatment	Advanced Treatment	
Centralized Wastewater Treatment	Infiltration/Inflow	
Centralized Wastewater Treatment	Sewer System Rehabilitation	
Centralized Wastewater Treatment	New Collector Sewer	100
Centralized Wastewater Treatment	New Interceptor	
Centralized Wastewater Treatment	Combined Sewer Overflow (CSO) Correction	
Stormwater	Gray Infrastructure	
Stormwater	Green Infrastructure	
Energy Conservation	Energy Efficiency	

Energy Conservation	Renewable Energy	
Water Conservation	Water Efficiency	
Water Conservation	Water Reuse	
Other	Estuary (§320) Assistance	
Other	Desalination	
Total		100

Green Project Components

Oregon DEQ is required to finance a certain percentage of projects that use green infrastructure, address water and energy efficiency, and/or implement other environmentally innovative activities. Refer to [Appendices A-D, Green Project Reserve Project Eligibility Guidance](#), to complete the following questions.

24. Does the proposed project incorporate or expand green infrastructure, as described in [Appendix A](#)?

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	
If yes, give dollar value \$				
If yes, cite the objective as stated in Appendix A (as specified in the project description):				
Describe how and which components of the proposed project will achieve the Appendix A objective(s):				

25. Does the proposed project incorporate or expand water efficiency as described in [Appendix B](#)?

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	
If yes, give dollar value \$				
If yes, cite the objective as stated in Appendix B (as specified in the project description):				
Describe how and which components of the proposed project will achieve the Appendix B objective(s):				

26. Does the proposed project incorporate or expand energy efficiency as described in [Appendix C](#)?

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	
If yes, give dollar value \$				
If yes, cite the objective as stated in Appendix C (as specified in the project description):				
Describe how and which components of the proposed project will achieve the Appendix C objective(s):				

27. Does the proposed project incorporate or expand environmentally innovative projects or practices as described in [Appendix D](#)?

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	
If yes, give dollar value \$				
If yes, cite the objective as stated in Appendix D (as specified in the project description):				
Describe how and which components of the proposed project will achieve the Appendix D objective(s):				

28. Does the proposed project integrate or expand sustainability or the use of natural infrastructure, or use approaches including, but not limited to, water quality trading, that are not specified in Appendices A through D above?

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	
If yes, give dollar value \$				
Describe the approach(es) and how they will be incorporated into the project:				

Waterbody Information

29. Provide the name, eight-digit [Hydrologic Unit Code](#) of waterbody receiving discharge, and the location of the waterbody receiving discharge:

Primary affected waterbody	Umatilla River	8-digit HUC#	12-170701031306
Other affected waterbody		8-digit HUC#	
Latitude WGS84:	45.882065	Longitude WGS84:	-119.325787

30. Discharge affected by proposed project (check all that apply):

<input type="checkbox"/>	No Change	<input checked="" type="checkbox"/>	Surface water (stream river, lake)	<input checked="" type="checkbox"/>	Wetland
<input type="checkbox"/>	Estuary/Coastal	<input type="checkbox"/>	Ocean outfall	<input type="checkbox"/>	Groundwater
<input checked="" type="checkbox"/>	Land Application/Reuse	<input type="checkbox"/>	Seasonal discharge	<input type="checkbox"/>	No Discharge
<input type="checkbox"/>	Eliminates discharge	<input type="checkbox"/>	Other, please specify:		

31. If applicable, provide wastewater volume (average dry weather design flow):

For current system:	1.3	mgd
For proposed project:	1.3	mgd
Eliminated or conserved		mgd

32. Indicate if the proposed project will protect or restore beneficial use(s) of the waterbody. If the project provides both protection and restoration, indicate which beneficial uses are primary and which are secondary. If one doesn't apply, select N/A. Information on [beneficial uses of Oregon's waters](#) is available online.

Beneficial Use	Protection		Restoration		N/A
	Primary	Secondary	Primary	Secondary	
Domestic Water Supply	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fishing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Industrial Water Supply	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Boating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Irrigation/Water Contact	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Livestock Watering	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aesthetic Quality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fish and Aquatic Life	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wildlife and Hunting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Commercial Navigation and Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hydropower	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Infrastructure Improvements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Reuse/Recycling/Conservation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Groundwater Protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drinking Water Supply (e.g., groundwater)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wetland Restoration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Industrial	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Riparian Restoration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other (please describe below):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

33. Please answer the following questions on Other Uses and Outcomes.

Does this project contribute to Regionalization/Consolidation?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Does this project address Nutrient Loadings of Nitrogen and Phosphorus?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Does any element of the project, including planning and design, have to do with avoiding, withstanding, or recovering from a disaster of any sort?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Does this project contribute to Public Health (e.g. Pathogen Reduction)?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No

Water Quality/Public Health Benefits

- 34. If the proposed project is not implemented at this time, are water quality standards likely to be exceeded, or are existing exceedances of the standards likely to worsen?**

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	
<p>If yes, explain which standard(s) will worsen and provide evidence:</p> <p>Western Umatilla County has well documented/publicized issues with nitrate levels exceeding drinking water limits in private wells surrounding Hermiston. The issue has been studied extensively, with key contributors toward the nitrate contamination identified as agricultural fertilizers as well as seepage from septic systems. Without construction of this sanitary sewer main, it is highly unlikely that any of the existing homes located in the vicinity would ever connect and abandon their septic systems, leading to continued loading of nitrates in to the groundwater. Additionally, given the market dynamics, it is likely that additional rural-residential homes will continue to get built in the vicinity, and lacking available/accessible sewer infrastructure, those will also install additional septic systems, further exacerbating the issue.</p>				

- 35. Will the proposed project improve or sustain aquatic habitat that supports native species or other special status species?**

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	
<p>Which species?</p> <p>Describe how project will improve or sustain aquatic habitat that supports native species. Please provide a map with the project location and habitat clearly indicated. If available, provide evidence, such as written documentation by a subject matter expert, or an existing plan such as ODFW's Oregon Conservation Strategy or equivalent federal plan:</p>				

36. Will the proposed project address water quality or public health issues within any of the below? (check all that apply). Please attach a map to the application with project location and proximity to waterbodies clearly indicated.

<input type="checkbox"/>	Federally designated Wild and Scenic River	<input type="checkbox"/>	Tillamook Bay Estuary
<input type="checkbox"/>	Federally designated sole source aquifer	<input type="checkbox"/>	Lower Columbia River Estuary
<input type="checkbox"/>	State designated scenic waterway	<input checked="" type="checkbox"/>	Designated Groundwater Management Area
<input type="checkbox"/>	River designated under OAR 340-041-0350 (Three Basin Rule): The Clackamas River Subbasin, the McKenzie River Subbasin above the Hayden Bridge (river mile 15), or the North Santiam Subbasin.	<input type="checkbox"/>	Wetland or riparian area listed by state or local government
<input type="checkbox"/>	None of the above		

37. Proposed project supports the implementation of which of the following:

<input type="checkbox"/>	Existing Total Maximum Daily Load (TMDL)	<input type="checkbox"/>	DEQ water quality status and action plan
<input type="checkbox"/>	Projected TMDL	<input type="checkbox"/>	Designated GWMA Action Plan declared under ORS 468B.180
<input checked="" type="checkbox"/>	Other qualifying plan, please specify: (i.e. Estuary Management Plan, adopted Watershed Assessment, etc.)	Morrow & Umatilla County Drinking Water Roadmap	
<input type="checkbox"/>	None of the above		

Specify which TMDL, Plan, or GWMA, and associated parameter, that the project will address:
 Transitioning existing septic system users on to municipal sewer systems is a key component of the Morrow & Umatilla County Drinking Water Roadmap to reduce nitrate loading in local aquifers.

Is your agency a Designated Management Agency with implementation plan requirements under the TMDL?

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
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38. Does project provide performance-based water quality improvement supported by monitoring? Is there reasonable assurance that the project will continue to function over time?

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	
<p>If yes, describe activities, including required and voluntary monitoring, that support these water quality improvements and how these activities will provide reasonable assurance that the project will continue to function over time. Attach documentation, if available.</p> <p>The improvements are almost entirely PVC gravity sewer main, with a design life exceeding 80 years.</p>				

39. Explain the long-term planning effort that addresses financial, managerial or technical capability, or asset planning that ensures the proposed project will be maintained. Include any tools, resources, or other strategies that will help assess operations, manage assets, and measure performance over time (i.e. Effective Utility Management (EUM), Lean Six Sigma, Sustainable Utility Management (SUM) or setting aside funds for capital improvement projects).

The project is identified in the 2021 Sewer Collection System Master Plan. The plan identifies ~80 miles of existing sewer main throughout the City. The City adopts updated 5-Year Capital Improvement Plans every odd-numbered year, with an emphasis on replacing existing lift-stations and then replacing aging pipe infrastructure. The City of Hermiston budgets approximately 40% of its annual sewer department revenue toward implementing CIP projects.

Education and Involvement

40. Describe ongoing educational or outreach components of the proposed project:

The project appears in the 2021 Sewer Collection System Master Plan which is available for review at any time on the City of Hermiston website.

41. Does the proposed project incorporate other resources including, but not limited to, in-kind support, other funding sources or a partnership with a governmental, tribal or non-governmental organization?

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	
Please describe:				
<p>Amazon Web Services is constructing a new facility on Feedville Road. The option for their sanitary sewer needs which is the cheapest upfront is to construct a new public lift station and forced main to take effluent east to Hinkle Road. However, an analysis of the Collection System Master Plan along with some preliminary engineering determined that the marginal upfront cost of constructing a gravity-main to send effluent West to OR207 will yield long-run cost savings by avoiding lift station maintenance, operation, and replacement, as well as deploying sanitary sewer in to an area which would yield groundwater quality improvements.</p>				

Population Data

Refer to the Portland State University [Population Research Center](#) to complete question 42. Please use proposed project's county data if the relevant community is not listed.

42. Service area data:

Population served by current system:	20,296
Estimated population served by proposed project:	400 - 4,000 over the next 20 years

Does the population served by current system meet the definition of a small community (defined as 10,000 or fewer people)?

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
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43. Does your community have a ratepayer hardship program in place?

A ratepayer hardship program is a service offered by a public agency as defined by ORS 468.423, Tribe or other CWSRF eligible borrower that offers financial assistance for individual rate payers (users) based upon economic or financial need.

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
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Please confirm that the ratepayer hardship program incorporates each of the following:

<input checked="" type="checkbox"/>	Assists a particular population of the community for economic assistance.
<input checked="" type="checkbox"/>	Indicates how a rate payer would qualify for their services.
<input checked="" type="checkbox"/>	Is active and ongoing or permanent (cannot be a limited-duration program).
<input checked="" type="checkbox"/>	Has a publicly available form, system, or notice of their current services and assistance offerings, or other documentation available that describes the rate payer hardship program.
Please provide a link or attach documentation that demonstrates how your program meets each of the above requirements: https://www.hermiston.gov/finance/page/policies-procedures	

Attachments

As applicable, please check the box for each attachment that will be submitted with this application.

Included?	Question Number	Document Type
<input type="checkbox"/>	12	Additional existing sewer related debt service documentation
<input type="checkbox"/>	20	Quantitative results of impact of proposed project on water quality
<input type="checkbox"/>	21	Documentation to support expected water quality improvements of the proposed project
<input type="checkbox"/>	22	Qualitative or Quantitative supporting documentation of emerging contaminants in the vicinity of the proposed project
<input type="checkbox"/>	34	Evidence supporting existing or new water quality exceedances if project is not implemented
<input type="checkbox"/>	35	Written documentation to support improvement or sustainment of aquatic habitat for native or special status species
<input type="checkbox"/>	35	Map of project locations and habitat clearly indicated
<input type="checkbox"/>	36	Map of project location and proximity to waterbodies clearly indicated
<input type="checkbox"/>	38	Documentation of activities, such as required and voluntary monitoring, that support the water quality improvements and provide reasonable assurance that the project will continue to function over time
<input type="checkbox"/>	43	Ratepayer hardship documentation
<input type="checkbox"/>	N/A	Other optional attachment to support proposed project

Additional Information

This application provides the necessary information for DEQ to determine eligibility, scoring, ranking and to complete reporting requirements for the proposed project. Once deemed eligible and scored, the project will be included in the Clean Water State Revolving Fund Intended Use Plan and the applicant can then complete the remaining required documents to secure a loan. To receive CWSRF program updates, sign up for [GovDelivery](#). You may unsubscribe at any time.

Learn about additional DEQ water quality funding opportunities here:

- [Sewer Overflow and Stormwater Reuse Municipal Grants Program](#)
- [Onsite Septic Financial Aid Program](#)
- [Nonpoint Source Implementation Grants \(\\$319 Grants\)](#)
- [Supplemental Environmental Projects](#)

Certification

The public agency or applicant certifies that:

- Clean Water State Revolving Fund loan proceeds will be used only for the project described in this application and that project work will be consistent with project objectives.
- The public agency or applicant will comply with all applicable rules and laws.
- The public agency or applicant will obtain all applicable local, state, and federal permits, approvals, and licenses, and comply with their terms and conditions.
- The undersigned is duly authorized to request this loan on behalf of the public agency.
- The public agency or applicant declares under penalty of law that all facts given and information attached are true and correct.
- The public agency or applicant authorizes DEQ to verify all information.

Authorized Signature	Date
Mark Morgan	Assistant City Manager
Typed Name	Title

Return the completed application to your DEQ Project Officer. A list of Clean Water State Revolving Fund staff is available [online](#).

Non-discrimination statement

DEQ does not discriminate on the basis of race, color, national origin, disability, age or sex in administration of its programs or activities. Visit DEQ's [Civil Rights and Environmental Justice page](#).

RESOLUTION NO. 2416**A RESOLUTION AUTHORIZING THE CITY OF HERMISTON TO APPLY FOR A CLEAN WATER STATE REVOLVING FUND LOAN FROM THE STATE OF OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY**

WHEREAS, the State of Oregon Department of Environmental Quality (“DEQ”) is accepting applications for the Clean Water State Revolving Fund Loan program (“Program”); and

WHEREAS, the City of Hermiston (“City”) desires to participate in the Program to the greatest extent possible as a means of constructing wastewater infrastructure into Southwest Hermiston; and

WHEREAS, the Hermiston Feedville/Highway 207 Sewer Main Extension (“Project”) will extend wastewater infrastructure to areas of the city that do not have access to City sewer, which will allow for future business and housing; and

WHEREAS, the City proposes that the Project will include the construction of approximately 2.5 miles of gravity sewer main from Feedville Road to Highway 207 and then go north up Highway 207 to connect to existing city sewer main; and

WHEREAS, the Project is identified in the 2021 Sewer Collection System Master Plan; and

WHEREAS, the Project has been developed in conjunction with a private developer with the estimated Project cost of \$5,682,000.00. The City will cover \$1,501,000.00 of the Project cost and the private developer will pay the remainder; and

WHEREAS, the City is proposing that the Project be financed with Oregon Department of Environmental Quality Clean Water State Revolving Fund Loan funding in the amount of \$1,501,000 to cover the City’s portion of the project; and

WHEREAS, if awarded the requested funding, the State of Oregon Department of Environmental Quality may forgive up to \$1,000,000.00 of the principal amount once construction is completed; and

WHEREAS, the City has funds available to replay the proposed loan amount.

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

1. That the City of Hermiston supports the proposed Hermiston Feedville/Highway 207 Sewer Main Extension Project and hereby authorizes an application for a State of Oregon Department of Environmental Quality Clean Water State Revolving Fund Loan in the amount of \$1,501,000.00 to construct the Project. The City of Hermiston is hereby authorized to commit the funds and resources necessary to deliver the proposed project.

2. That the City Manager or his designee is authorized to sign all necessary documents to facilitate the application for the State of Oregon Department of Environmental Quality Clean Water State Revolving Fund Loan.
3. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 23rd day of March 2026.
SIGNED by the Mayor this 23rd day of March 2026.

Doug Primmer, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of March 23, 2026

Title/Subject

Resolution 2417: Well #6 Chlorination Structure Contract Award.

Summary

This resolution will authorize staff to award a contract to construct a new building for storing and administering chlorine at the Well #6 site.

Background

The chlorine room at Well No. 6 is 5 feet by 8 feet and too small for its current use, and is constructed of fiberglass. It was originally constructed to occasionally store chlorination equipment. It is now in constant use and has been damaged during the exchange of chlorine cylinders.

The new facility will include ventilation and chlorine systems, chlorine scales, chlorine emergency alarms, safety equipment, and a larger building will allow more efficient operation of the well.

[The project](#) has been included in the adopted Capital Improvement Plan for several years.

Tie-In to Council Goals

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

Fiscal Information

Bids were opened on March 17 as follows:

- | | |
|-------------------------------|---------------------|
| - C&E Trenching, LLC: | \$630,230.00 |
| - Rotschy, LLC: | \$660,292.61 |
| - Tapani, Inc.: | \$705,400.00 |
| - DSL Builders, LLC: | \$876,700.00 |
| - <i>Engineer's Estimate:</i> | <i>\$922,000.00</i> |

These improvements will be covered by the utility fund, and have been included in the adopted Capital Improvement Plan for several years.

Alternatives and Recommendation

Alternatives

1. Approve Resolution 2417
2. Reject Resolution 2417
3. Table Resolution 2417

Recommended Action/Motion

Approve Resolution 2417

Submitted By:

Mark Morgan



243 E. Main Street, Suite C
Hermiston, OR 97838
(541) 963-8309
www.andersonperry.com

Engineering Surveying Natural Resources GIS

March 18, 2026

Mark Morgan, Assistant City Manager
City of Hermiston
180 N.E. 2nd Street
Hermiston, Oregon 97838

RE: City of Hermiston, Oregon - Well No. 6 Chlorination System Structure - Bid Results

Dear Mark:

Bids were received for the City of Hermiston, Oregon - Well No. 6 Chlorination System Structure project on March 17, 2026. Four bids were received. The apparent low bidder for the project is C&E Trenching LLC. A tabulation of bids received is attached. The total bid amounts for each bidder are summarized on the following table.

Bidder	Amount
C&E Trenching LLC	\$630,230.00
Rotschy, LLC	\$660,292.61
Tapani Inc.	\$705,400.00
DSL Builders, LLC	\$876,700.00

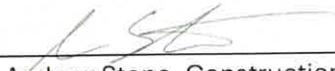
The total bid for the apparent low bidder is \$630,230.00. We have reviewed the bid and the accompanying documents provided in the Bidder's Packet as submitted by C&E Trenching LLC, and their bid appears to be responsive. We have reviewed the State of Oregon Contractors Board website, and it appears the license held by C&E Trenching LLC is in good standing. We see no reason why C&E Trenching LLC is not qualified to perform the work called for in the Contract Documents.

The Notice of Intent to Award Contract form was emailed to bidders on March 18, 2026, in anticipation of an eventual award by the City. March 18, 2026, began the seven-day protest period. If no protests are received and the City elects to award the contract, we will have the City execute the Notice of Award, then we will forward the Contract forms to C&E Trenching LLC on March 25, 2026.

If you have any questions, please call me.

Sincerely,

ANDERSON PERRY & ASSOCIATES, INC.

By 
Andrew Stone, Construction Manager

AS/jg
Enclosure
File No. 736-145-055 (w/encl.)
MorganAwardLtr_Hermiston_WellNo6ChlorSysStruc_736-145-055.docx

Item		Description		Engineer's Estimate		C&E Trenching LLC		Rotschy, LLC		Tapani Inc.	
				Unit	Amount	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	LS	Mobilization/Demobilization	1	\$98,800.00	\$98,800.00	\$42,420.00	\$103,190.31	\$103,190.31	\$57,350.00	\$57,350.00	\$200.00
2	Each	Job Photos	10	\$20.00	\$200.00	\$20.00	\$200.00	\$20.00	\$20.00	\$20.00	\$200.00
3	LS	Demolition	1	\$50,000.00	\$50,000.00	\$8,350.00	\$8,350.00	\$28,775.53	\$35,000.00	\$35,000.00	\$35,000.00
4	LS	Deep Well and Chlorination Building	1	\$450,000.00	\$450,000.00	\$288,100.00	\$274,344.18	\$274,344.18	\$395,100.00	\$395,100.00	\$4,000.00
5	LS	Existing Chlorination Equipment Installation	1	\$15,000.00	\$15,000.00	\$8,700.00	\$1,676.01	\$1,676.01	\$4,000.00	\$4,000.00	\$6,000.00
6	LS	Furnishing and Installation of New Chlorination Equipment	1	\$30,000.00	\$30,000.00	\$54,300.00	\$45,864.76	\$45,864.76	\$6,000.00	\$6,000.00	\$6,000.00
7	LS	Electrical Work	1	\$225,000.00	\$225,000.00	\$190,000.00	\$174,135.76	\$174,135.76	\$150,000.00	\$150,000.00	\$150,000.00
8	Each	Sewer Service Connection	1	\$2,000.00	\$2,000.00	\$3,600.00	\$1,985.12	\$1,985.12	\$10,000.00	\$10,000.00	\$8,500.00
9	Each	Sewer Line Cleanout	1	\$8,000.00	\$8,000.00	\$810.00	\$2,181.30	\$2,181.30	\$8,500.00	\$8,500.00	\$11,250.00
10	LF	4-inch Polyvinyl Chloride Sewer Service Line	75	\$40.00	\$3,000.00	\$30.00	\$92.85	\$92.85	\$150.00	\$150.00	\$28,000.00
11	LS	Temporary Chlorination System	1	\$40,000.00	\$40,000.00	\$31,500.00	\$20,975.89	\$20,975.89	\$28,000.00	\$28,000.00	\$705,400.00
				TOTAL BID PRICE	\$922,000.00		\$630,230.00		\$660,292.61		
A. Breakdown of Bid Item No. 4, Deep Well and Chlorination Building											
1	LS	Excavation	1	\$10,000.00	\$10,000.00	\$4,950.00	\$6,943.12	\$6,943.12	\$20,000.00	\$20,000.00	\$20,000.00
2	LS	Foundation	1	\$12,000.00	\$12,000.00	\$12,500.00	\$24,536.34	\$24,536.34	\$50,000.00	\$50,000.00	\$50,000.00
3	LS	Concrete Masonry Unit Building	1	\$332,000.00	\$332,000.00	\$174,500.00	\$175,589.95	\$175,589.95	\$224,100.00	\$224,100.00	\$224,100.00
4	LS	Plumbing and Appurtenances	1	\$8,000.00	\$8,000.00	\$14,200.00	\$4,590.24	\$4,590.24	\$21,000.00	\$21,000.00	\$21,000.00
5	LS	Heating and Ventilation	1	\$53,000.00	\$53,000.00	\$41,350.00	\$35,190.00	\$35,190.00	\$40,000.00	\$40,000.00	\$40,000.00
6	LS	Sprinkler System	1	\$15,000.00	\$15,000.00	\$12,600.00	\$10,741.00	\$10,741.00	\$12,500.00	\$12,500.00	\$12,500.00
7	LS	Site Work	1	\$10,000.00	\$10,000.00	\$13,500.00	\$7,900.62	\$7,900.62	\$11,500.00	\$11,500.00	\$11,500.00
8	LS	Floor Drain System	1	\$10,000.00	\$10,000.00	\$14,500.00	\$8,852.91	\$8,852.91	\$16,000.00	\$16,000.00	\$16,000.00
				TOTAL (Must Equal Bid Item No. 4, Deep Well and Chlorination Building)	\$450,000.00		\$288,100.00		\$274,344.18		\$395,100.00

ANDERSON PERRY & ASSOCIATES, INC.
 243 E. MAIN STREET
 HERMISTON, OREGON 97838

PROJECT: City of Hermiston, Oregon
 Well No. 6 Chlorination System Structure

OWNER: City of Hermiston
 180 N.E. 2nd Street
 Hermiston, Oregon 97838

BID TABULATION

Bidding Service
 Bid Opening: 11:00 a.m., March 17, 2026, via QuestCDN Online

BIDDERS

ANDERSON PERRY & ASSOCIATES, INC. 243 E. MAIN STREET HERMISTON, OREGON 97838 Bid Opening: 11:00 a.m., March 17, 2026, via QuestCDN Online Bidding Service		PROJECT: City of Hermiston, Oregon Well No. 6 Chlorination System Structure		OWNER: City of Hermiston 180 N.E. 2nd Street Hermiston, Oregon 97838			
BID TABULATION							
Item	Description	Unit	Amount	Engineer's Estimate		BIDDERS	
				Unit Price	Total	Unit Price	Total
1	Mobilization/Demobilization	LS	1	\$98,800.00	\$98,800.00	\$145,400.00	\$145,400.00
2	Job Photos	Each	10	\$20.00	\$200.00	\$200.00	\$200.00
3	Demolition	LS	1	\$50,000.00	\$50,000.00	\$31,300.00	\$31,300.00
4	Deep Well and Chlorination Building	LS	1	\$450,000.00	\$450,000.00	\$403,700.00	\$403,700.00
5	Existing Chlorination Equipment Installation	LS	1	\$15,000.00	\$15,000.00	\$10,800.00	\$10,800.00
6	Furnishing and Installation of New Chlorination Equipment	LS	1	\$30,000.00	\$30,000.00	\$56,900.00	\$56,900.00
7	Electrical Work	LS	1	\$225,000.00	\$225,000.00	\$193,000.00	\$193,000.00
8	Sewer Service Connection	Each	1	\$2,000.00	\$2,000.00	\$7,400.00	\$7,400.00
9	Sewer Line Cleanout	Each	1	\$8,000.00	\$8,000.00	\$2,300.00	\$2,300.00
10	4-inch Polyvinyl Chloride Sewer Service Line	LF	75	\$40.00	\$3,000.00	\$140.00	\$10,500.00
11	Temporary Chlorination System	LS	1	\$40,000.00	\$40,000.00	\$15,200.00	\$15,200.00
					\$922,000.00		\$876,700.00
A. Breakdown of Bid Item No. 4, Deep Well and Chlorination Building							
1	Excavation	LS	1	\$10,000.00	\$10,000.00	\$28,300.00	\$28,300.00
2	Foundation	LS	1	\$12,000.00	\$12,000.00	\$61,900.00	\$61,900.00
3	Concrete Masonry Unit Building	LS	1	\$332,000.00	\$332,000.00	\$203,000.00	\$203,000.00
4	Plumbing and Appurtenances	LS	1	\$8,000.00	\$8,000.00	\$28,000.00	\$28,000.00
5	Heating and Ventilation	LS	1	\$53,000.00	\$53,000.00	\$33,600.00	\$33,600.00
6	Sprinkler System	LS	1	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00
7	Site Work	LS	1	\$10,000.00	\$10,000.00	\$13,500.00	\$13,500.00
8	Floor Drain System	LS	1	\$10,000.00	\$10,000.00	\$23,400.00	\$23,400.00
	TOTAL (Must Equal Bid Item No. 4, Deep Well and Chlorination Building)				\$450,000.00		\$403,700.00

RESOLUTION NO. 2417**A RESOLUTION AWARDING A CONTRACT FOR THE WELL #6 CHLORINATION STRUCTURE PROJECT AND AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT ON BEHALF OF THE CITY**

WHEREAS, the City of Hermiston (“City”) current chlorine room for Well #6 needs replacement and the project has been included in the City’s adopted Capital Improvement Plan for several years; and

WHEREAS, the new facility will include ventilation and chlorine systems, chlorine scales, chlorine emergency alarms, safety equipment, and a larger building will allow more efficient operation of the well; and

WHEREAS, notice was published, and bids were received from multiple bidders with C&E Trenching LLC being the lowest responsive and responsible bidder at \$630,230.00; and

WHEREAS, the City has funds available for this project.

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

1. That the contract for the Well #6 Chlorination Structure project is awarded to C&E Trenching LLC.
2. That City Manager be, and is, hereby authorized to execute and deliver a contract for the Well #6 Chlorination Structure project to C&E Trenching LLC with such changes, additions, deletions, and modifications as the City Manager may approve.
3. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 23rd day of March 2026.

SIGNED by the Mayor this 23rd day of March 2026.

Doug Primmer, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of March 23, 2026

Title/Subject

Future of the Carnegie Building Discussion

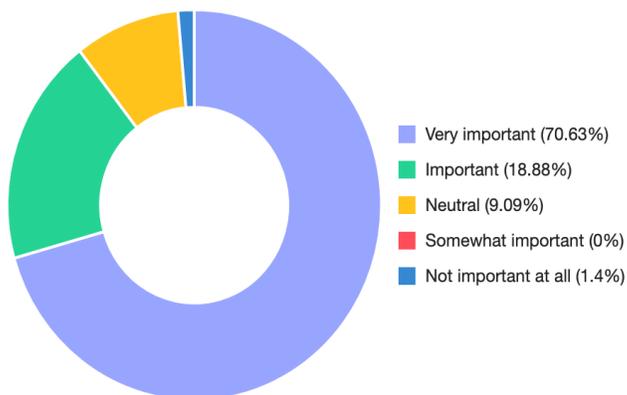
Summary and Background

The Hermiston Carnegie Building was built in 1918 as the first home of the Hermiston Public Library. It was funded by Andrew Carnegie, who built nearly 1,700 libraries across the United States to improve literacy. It served as the community’s library for almost 70 years until the current building was completed in 1986.

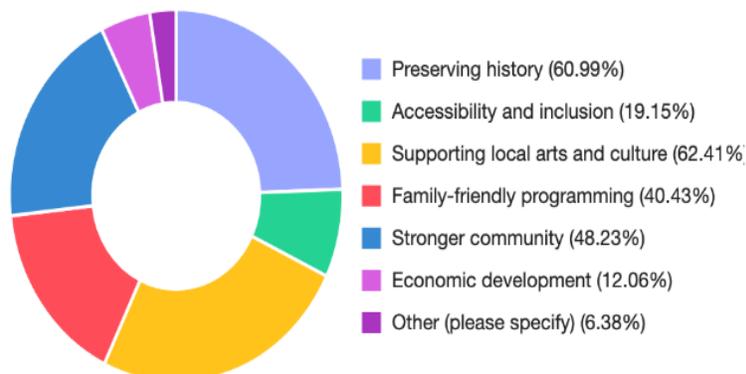
Following that time, the building has been used for various city offices and recently as a temporary library while major renovations took place in the existing library. The City has no planned use of the facility.

From August 2025 to November 2025, the City conducted extensive community outreach to seek feedback and ideas related to potential future uses of the facility. That outreach included presentations and local service clubs, the Harkenrider Senior Center, the Hispanic Advisory Committee and other interested groups. An online and paper survey was also conducted to capture feedback from interested individuals. The results of that survey are below:

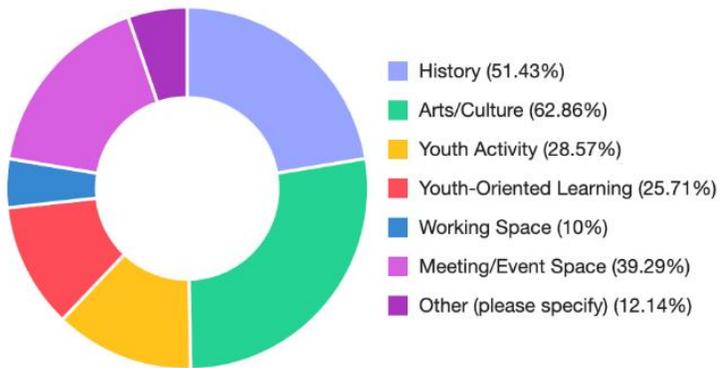
How important is it to you that the Carnegie Library Building is preserved and available for continued public use?



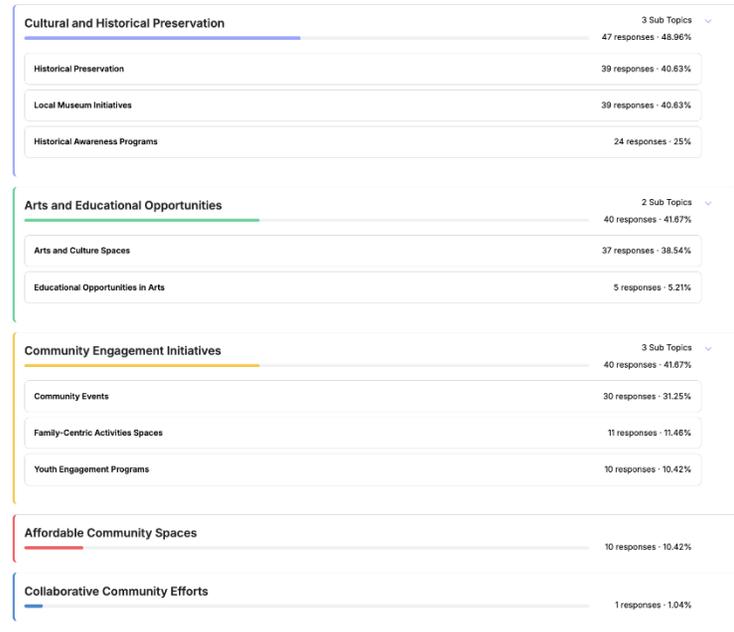
What values should guide the future use of the Carnegie Library Building?



Which future use of the Carnegie Library Building would you most like to see?



In a few words, describe what you would like to see in the Carnegie Library Building.



In addition to this feedback, we received documented interest from specific groups in using the facility.

- One of those groups, the Hermiston Historical and Cultural Society, made a presentation to the city council in February 2023.
- Kim LaPlant, a local artist would like to see it become a community arts center and made a written proposal. (emailed to you)
- Thought Bubblez, a local nonprofit working to create a discovery center to enhance education in the community. (emailed to you)

Tie-In to Council Goals

- 3.1 Conduct public engagement to identify use scenarios, evaluate all options, and finalize plans for Carnegie Building.

Fiscal Information

Unknown project scope and thus unknown total cost. State Grant of \$1.0 million for project.

Recommendation

There is no recommendation regarding the use of the Carnegie building. A process for selecting the path could be to have each interested group make a presentation at an upcoming work session to give more details on their individual proposals.

A parallel path is to begin a physical evaluation of all the systems of the building to understand what will need to be addressed no matter what the building is used for along with preliminary cost estimates. Things like accessibility, electrical systems, mechanical systems, etc. Also, an evaluation of the process and pros and cons of placing the building on the National Historic Register.

Submitted By:

Byron D. Smith



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of March 23, 2026

Title/Subject

February 2026 Monthly Financial Report

Summary and Background

This is the monthly overview of the previous month's financial position reflecting year-to-date activity.

Tie-In to Council Goals

Fiscal Prudence

Fiscal Information

See Report

Alternatives and Recommendation

Alternatives

None

Recommended Action/Motion

Recommend/Request acceptance of the February 2026 Financial Report as presented.

Submitted By:

Ignacio Palacios, Finance Director

Byron D. Smith, City Manager

February 2026 Financial Report



Department of Finance
February 2026
(Unaudited)

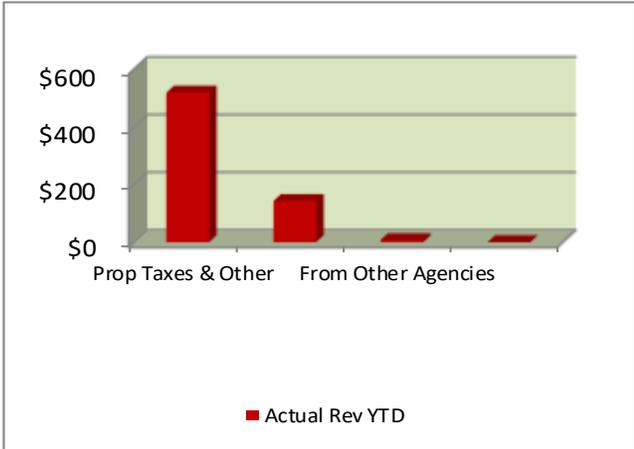
FY2025-2026 Monthly Financial Report

Hermiston Urban Renewal Agency (HURA)

For the Month Ending February 28, 2026

Resources Through February 28, 2026

by Category (in \$1,000)

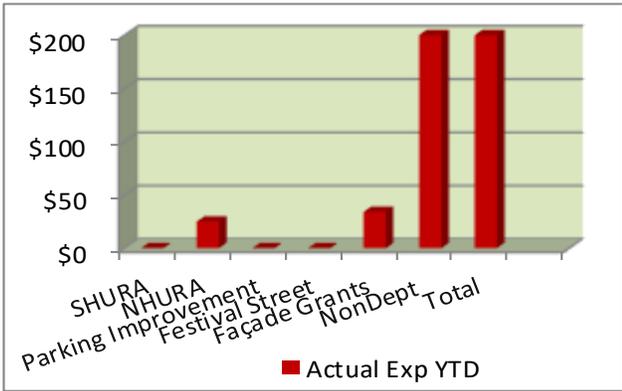


	Annual Bud't Rev	Actual Rev YTD	% Var
Prop Taxes & Other	\$ 312	518	166%
Miscellaneous	\$ 5,811	143	2%
From Other Agencies	\$ 345	7	2%
Cash Fwd	\$ 5,200	-	0%
Total	\$ 11,668	\$ 668	6%

Note: Variance is calculated as % of revenue YTD

Expenditures Through February 28, 2026

by Category (in \$1,000)



	Annual Bud't Exp	Actual Exp YTD	% Var
SHURA	\$ -	0	0%
NHURA	\$ 5,545	25	0%
Parking Improvement	\$ 3	0	0%
Festival Street	\$ 3	0	0%
Façade Grants	\$ 60	34	57%
NonDept	\$ 6,057	343	6%
Total	\$ 11,668	\$ 402	3%

Note: variance is calculated as % of expenses YTD.

The FY2025-26 budget for the Urban Renewal Agency is \$11,668,000. This is due to the splitting of each district into a distinct fund for budgeting purposes. This includes \$5,545,000 for the NHURA projects and debt service, \$3,000 for parking improvements, \$3,000 for Festival Street, \$60,000 for façade grants, and \$6,057,000 for Non-Departmental expenses (due to transfers from the General HURA to each of the district funds created for this fiscal year).

FY2025-2026 Monthly Financial Report
Hermiston Urban Renewal Agency (HURA)
HURA Capital Projects Report
For the Month Ending February 28, 2026

Ending Jan 31	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
---------------	------------------	----------------	------------------------------	------------

North First Street Improvement Project	\$ 5,200,000	\$ 24,539	\$ 5,200,000	\$ 421,437	0.47%
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North First Street Improvement Project (\$5,200,000)

The project will build a new street connecting N. First Street and NE4th Street, extending between NE Aspen Drive and the Home Depot access drive.

Current Update: The city is in discussions with the landowner on right of way acquisition. Design work is 90% completed. Bidding will move forward after right of way is acquired.

FY2025-2026 Monthly Financial Report

City of Hermiston, Oregon

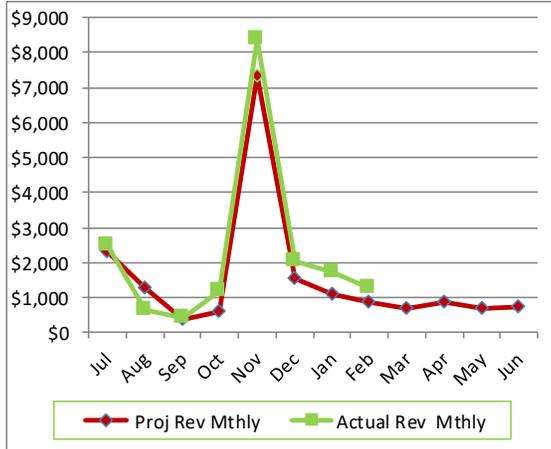
General Fund Resources

For the Month Ending February 28, 2026

General Fund Resources Summary

Through February 28, 2026

(in \$1,000)



	Proj Rev Mthly	Rev Proj Mthly	Actual Rev Mthly	Var Fav/ (Unfav)	% Var
Jul	\$ 2,327	\$ 2,327	\$ 2,472	\$ 145	6%
Aug	\$ 1,263	\$ 1,263	\$ 651	\$ (612)	-48%
Sep	\$ 366	\$ 366	\$ 431	\$ 65	18%
Oct	\$ 584	\$ 584	\$ 1,168	\$ 584	100%
Nov	\$ 7,324	\$ 7,324	\$ 8,370	\$ 1,046	14%
Dec	\$ 1,556	\$ 1,556	\$ 2,030	\$ 473	30%
Jan	\$ 1,077	\$ 1,077	\$ 1,740	\$ 663	62%
Feb	\$ 846	\$ 846	\$ 1,280	\$ 434	51%
Mar	\$ 701	\$ 701			0%
Apr	\$ 857	\$ 857			0%
May	\$ 685	\$ 685			0%
Jun	\$ 743	\$ 743			0%
Total YTD	18,330	18,330	18,143	2,799	15.3%
Cash Fwd	4,700	-	-	-	0%
Total	\$ 23,030	\$ 18,330	\$ 18,143	2,799	15.3%

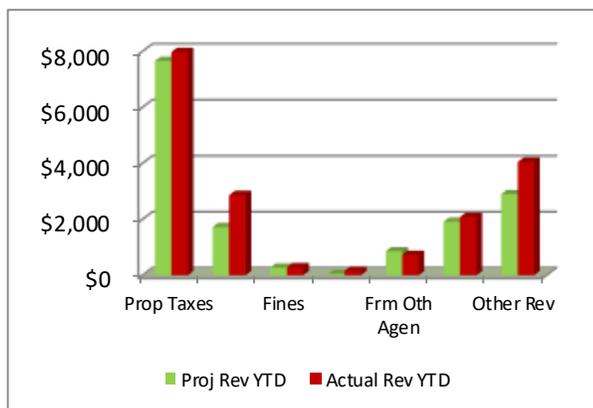
Estimated General Fund revenues for the 2025-26 fiscal year are **\$23,029,813**. Projected year-to-date revenues were **\$15,343,480** compared to actual revenues of **\$18,142,659** a favorable variance of **\$2,799,179** or **18.2%**. This is primarily due to property tax turnovers on a year-to-date basis and franchise fees.

General Fund - All Resources

Through February 28, 2026

by Category

(in \$1,000)



	Annual Bud't Rev	Proj Rev YTD	Actual Rev YTD	Var Fav/ (Unfav)	% Var
Prop Taxes	\$ 8,088	\$ 7,656	\$ 7,977	\$ 321	4%
Lic & Fran	\$ 2,162	\$ 1,718	2,864	1,146	67%
Fines	\$ 425	\$ 270	281	11	4%
Interest Rev	\$ 75	\$ 42	162	119	281%
Frnm Oth Agen	\$ 1,183	\$ 854	727	(127)	-15%
Svc Chgs	\$ 3,051	\$ 1,911	2,082	171	9%
Other Rev	\$ 3,347	\$ 2,892	4,050	1,158	40%
Cash Fwd	\$ 4,700	\$ -	-	-	0%
Total	\$23,030	\$ 15,343	\$ 18,143	\$ 2,799	18.2%

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

FY2025-2026 Monthly Financial Report

City of Hermiston, Oregon

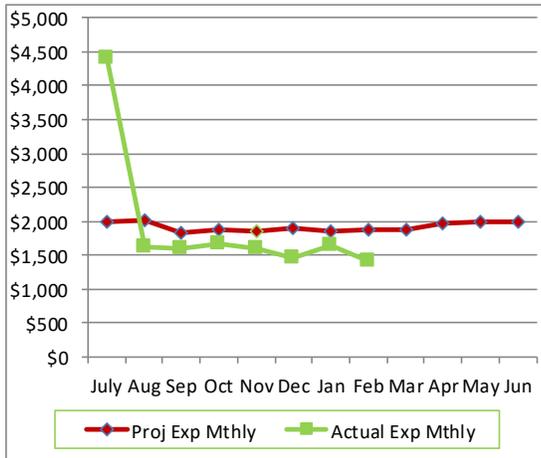
General Fund Expenditures

For the Month Ending February 28, 2026

General Fund Expenditure Summary

Through February 28, 2026

(in \$1,000)



	Proj Exp Mthly	Proj Exp	Actual Exp Mthly	Var Fav/ (Unfav)	% Var
July	\$ 1,994	\$ 1,994	\$ 4,400	\$ (2,406)	-121%
Aug	\$ 2,009	\$ 2,009	\$ 1,617	\$ 393	20%
Sep	\$ 1,832	\$ 1,832	\$ 1,590	\$ 242	13%
Oct	\$ 1,876	\$ 1,876	\$ 1,658	\$ 218	12%
Nov	\$ 1,848	\$ 1,848	\$ 1,608	\$ 240	13%
Dec	\$ 1,903	\$ 1,903	\$ 1,467	\$ 436	23%
Jan	\$ 1,849	\$ 1,849	\$ 1,636	\$ 213	12%
Feb	\$ 1,887	\$ 1,887	\$ 1,414	\$ 473	25%
Mar	\$ 1,865	\$ 1,865			0%
Apr	\$ 1,968	\$ 1,968			0%
May	\$ 2,000	\$ 2,000			0%
Jun	\$ 1,999	\$ 1,999			0%
Total YTD	23,030	23,030	15,390	(191)	-0.8%
Contngcy					0%
Total	\$ 23,030	\$ 23,030	\$ 15,390	\$ (191)	-0.8%

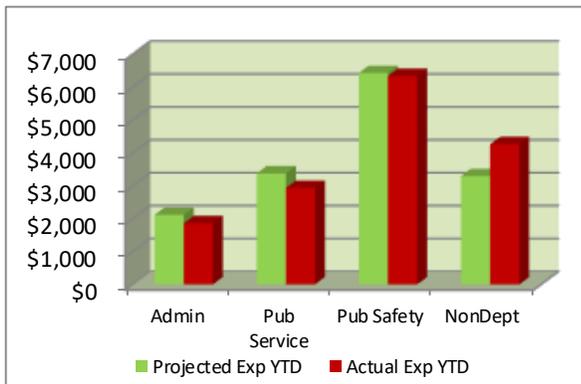
Projected General Fund year-to-date expenditures were **\$23,029,813**. The actual expenditure was **\$15,390,036** which is **\$191,251** more than projected YTD for a **variance of 1.3%**. This is due to the fund transfer to the building inspection fund.

General Fund Expenditures

Through February 28, 2026

by Consolidated Department

(in \$1,000)



	Annual Bud't Exp	Projected Exp YTD	Actual Exp YTD	Var Fav/ (Unfav)	% Var
Admin	\$ 3,179	2,114	1,861	253	12%
Pub Service	5,064	3,371	2,932	439	13%
Pub Safety	9,853	6,424	6,334	89	1%
NonDept	4,934	3,289	4,262	(973)	-30%
Unapp	-	-	-	-	0%
Total	\$23,030	\$ 15,199	\$ 15,390	\$ (191)	-1.3%

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

FY 2025-2026 Monthly Financial Report

General Fund Expenditure Detail

For the Month Ending February 28, 2026

General Fund Expenditures by Department

	Annual Budgeted			Var Fav/ (Unfav)	% Var Fav/ (Unfav)
	Exp	Projected Exp YTD	Actual Exp YTD		
City Council	59,262	34,560	44,941	(10,381)	-30%
City Manager/Legal	1,325,509	883,673	833,458	50,215	6%
City Planning	921,482	614,321	381,874	232,447	38%
Finance	872,441	581,744	601,153	(19,409)	-3%
Total Administration	3,178,694	2,114,298	1,861,426	252,872	12%
Transportation	467,000	311,949	249,295	62,654	20%
Airport	554,150	366,484	340,200	26,284	7%
Parks	848,227	560,080	498,804	61,276	11%
Parks/Utility Landscaping	113,647	34,104	45,508	(11,404)	-33%
Pool	663,494	468,416	386,805	81,611	17%
Municipal Buildings	156,769	104,513	100,482	4,031	4%
Library	1,074,288	719,770	640,657	79,113	11%
Recreation	757,940	551,342	444,854	106,488	19%
Community Center	296,204	172,271	158,441	13,830	8%
Harkenrider Center	132,146	82,478	67,417	15,061	18%
Total Public Services	5,063,865	3,371,407	2,932,463	438,944	13%
Court	1,060,509	699,068	548,579	150,489	22%
Public Safety Center	65,000	12,379	97,027	(84,648)	-684%
Police Operations	8,727,918	5,712,415	5,688,817	23,598	0%
Total Public Safety	9,853,427	6,423,863	6,334,423	89,440	1%
Non-Departmental	4,933,827	3,289,218	4,261,724	(972,506)	-30%
Unappropriated	0	0	0	0	0%
Total Non-Dept	4,933,827	3,289,218	4,261,724	(972,506)	-30%
Total	23,029,813	15,198,785	15,390,036	(191,251)	-1.3%

For February, FY2026

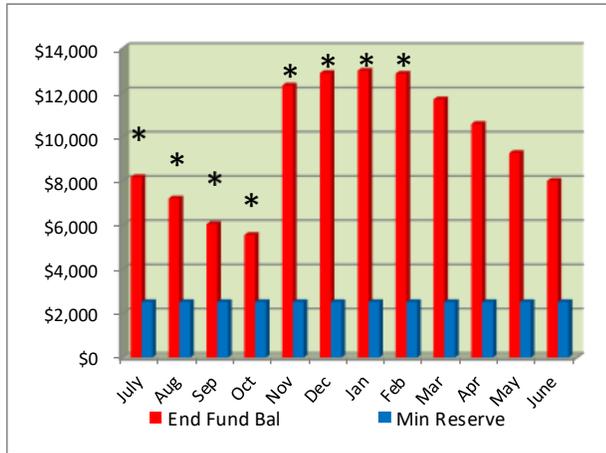
Total Administration is \$252,872 less than YTD projected. **Total Public Services** are \$438,944 less than YTD projected. **Public Safety** is \$89,440 more than YTD projected. **Non-Departmental** is \$972,506 more than YTD projected.

FY2025-2026 Monthly Financial Report

Fund Balance - General Fund

For the Month Ending February 28, 2026

General Fund **Through February 28, 2026**
 Ending Fund Balance (in \$1,000)



	Begin Fund			End Fund Bal	ACT/PROJ Fund Bal	
	Other	Bal	Revenue			
July	\$ 3,670	\$ 6,419	\$ 2,472	\$ (4,400)	\$ 8,161	ACT*
Aug	\$ -	\$ 8,161	\$ 651	\$ (1,617)	\$ 7,196	ACT*
Sep	\$ -	\$ 7,196	\$ 431	\$ (1,590)	\$ 6,038	ACT*
Oct	\$ -	\$ 6,038	\$ 1,168	\$ (1,658)	\$ 5,547	ACT*
Nov	\$ -	\$ 5,547	\$ 8,370	\$ (1,608)	\$ 12,309	ACT*
Dec	\$ -	\$ 12,309	\$ 2,030	\$ (1,467)	\$ 12,872	ACT*
Jan	\$ -	\$ 12,872	\$ 1,740	\$ (1,636)	\$ 12,976	ACT*
Feb	\$ -	\$ 12,976	\$ 1,280	\$ (1,414)	\$ 12,842	ACT*
Mar	\$ -	\$ 12,842	\$ 701	\$ (1,865)	\$ 11,678	PROJ
Apr	\$ -	\$ 11,678	\$ 857	\$ (1,968)	\$ 10,568	PROJ
May	\$ -	\$ 10,568	\$ 685	\$ (2,000)	\$ 9,253	PROJ
June	\$ -	\$ 9,253	\$ 743	\$ (1,999)	\$ 7,997	PROJ
Total	\$ 3,670	\$ 6,419	\$ 21,129	\$ 23,221	\$ 7,997	

Minimum Reserve = \$2,942,250

The General Fund balance at the end of February 2026 is approximately **\$12,842,000** which is **4.3647 times** the current Minimum Reserve requirement of **\$2,942,250**.

FY2025-2026 Monthly Financial Report

Special Revenue Funds Report

For the Month Ending February 28, 2026

Special Revenue Funds Resources & Requirements

	2025-26 Annual Budget	Actual YTD	Remaining Budget
02 Bonded Debt Fund			
Resources	1,276,000	983,572	292,428
Expenditures	1,272,000	937,226	334,774
Unappropriated Balance	4,000	N/A	N/A
05 Transient Room Tax (TRT)			
Resources	1,365,000	1,128,745	236,255
Expenditures	1,365,000	833,511	531,489
Unappropriated Balance	-	N/A	N/A
08 Reserve Fund			
Resources	38,976,574	15,505,092	23,471,482
Expenditures	37,407,918	8,450,822	28,957,096
Unappropriated Balance	1,568,656	N/A	N/A
11 Miscellaneous Special Revenue			
Resources	158,000	903	157,097
Expenditures	158,000	-	158,000
Unappropriated Balance	-	N/A	N/A
19 Christmas Express Special Revenue			
Resources	65,000	17,161	47,839
Expenditures	65,000	21,488	43,512
Unappropriated Balance	-	N/A	N/A
20 Law Enforcement Special Revenue			
Resources	49,780	7,640	42,140
Expenditures	-	-	-
Unappropriated Balance	49,780	N/A	N/A
23 Enterprise Zone Project Fund			
Resources	5,070,195	3,158,314	1,911,881
Expenditures	5,070,195	4,171,032	899,163
Unappropriated Balance	-	N/A	N/A
24 Building Inspections			
Resources	4,319,000	4,813,996	494,996
Expenditures	4,319,000	610,462	3,708,538
Unappropriated Balance		N/A	N/A
25 EOTEC Operations			
Resources	8,617,625	2,197,538	6,420,087
Expenditures	8,617,625	1,686,045	6,931,580
Unappropriated Balance		N/A	N/A
26 IT Services			
Resources	1,549,056	1,055,375	493,681
Expenditures	1,549,056	951,639	597,417
Unappropriated Balance		N/A	N/A

Beginning with the 2016-17 fiscal year the City began distinguishing within the funds some part of ending fund balance as contingency and some as reserved for future expenditure. The contingency is included in appropriations while the reserve for future expenditures is unappropriated.

The City uses multiple Special Revenue funds to account for revenues that are restricted to expenditure for particular purposes. They include funds for debt service, economic development, parks and recreation, capital projects, and grants. Since these funds are not operational in nature and used for specific purposes from year-to-year, their expenditures do not typically follow a predictable pattern so budget variances are not calculated for them.

FY 2025-2026 Monthly Financial Report

Eastern Oregon Trade and Event Center (EOTEC) Fund

For the Month Ending February 28, 2026

EOTEC Fund

	2025-2026		Actual YTD	Variance	
	Annual Budget	Projected YTD*		Fav/(Unfav)	% Variance
Events	362,000	241,333	229,834	(11,499)	-5%
TRT/TPA	260,625	173,750	104,704	(69,046)	-40%
Misc.	7,995,000	5,330,000	1,863,000	(3,467,000)	-65%
Total Revenues	8,617,625	5,745,083	2,197,538	(3,547,545)	-62%
Personnel	485,603	323,735	317,134	6,601	2%
Materials and Services	406,850	271,233	251,704	19,529	7%
Capital	7,647,472	5,098,315	1,039,507	4,058,808	80%
Transfers	77,700	51,800	77,700	(25,900)	-50%
Total Expenses	8,617,625	5,745,083	1,686,045	4,059,038	71%

This fund is projected on the straight-line, 1/12th revenue or expense per month.

Projected revenues to date are **\$5,745,083** and actual year-to-date revenues are **\$2,197,538** or an **unfavorable variance of 62%**.

Projected expenditures to date are **\$5,745,083** and actual year-to-date expenditures are **\$1,686,045** or a **favorable variance of 71%**.

FY2025-2026 Monthly Financial Report

Utility and Street Funds Report

For the Month Ending February 28, 2026

Utility and Street Funds Report

Resources & Expenditures

	2025-2026			Variance	
	Annual Budget	Projected YTD	Actual YTD	Fav/(Unfav)	% Variance
04 Street Fund					
Resources	2,514,887	1,316,591	1,518,998	202,407	15%
Expenditures	2,447,855	1,631,903	1,265,797	366,106	22%
Contingency	67,032	N/A	N/A	N/A	N/A
06 Utility Fund					
Resources	16,077,986	8,385,324	9,219,993	834,669	10%
Expenditures	15,478,486	10,318,991	9,101,351	1,217,640	12%
Contingency	599,500	N/A	N/A	N/A	N/A
13 HES Fund					
Resources	14,043,723	7,515,815	7,747,868	232,053	3%
Expenditures	12,636,711	8,424,474	8,293,959	130,515	2%
Contingency	1,407,012	N/A	N/A	N/A	N/A
15 Regional Water Fund					
Resources	2,946,000	1,797,333	1,687,231	(110,102)	-6%
Expenditures	2,839,944	1,893,296	1,902,035	(8,739)	0%
Contingency	106,056	N/A	N/A	N/A	N/A

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

Revenues for the **Street Fund** are **\$202,407 more** than projected. Expenditures are **\$366,106 less** than projected.

Revenues in the **Utility Funds** are **\$834,669 more** than projected. Expenditures are **\$1,217,640 less** than projection.

The **HES Fund** revenue is **\$232,053 more** than projected. Expenditures are **\$130,515 less** than projected.

The **Regional Water Fund** revenues are **\$110,102 less** than projected. Expenditures are **\$8,739 more** than projected.

FY2025-26 Monthly Financial Report

City of Hermiston, Oregon

Utilities/Streets Capital Projects Report

For the Month Ending February 28, 2026

	2025-26 Budget	FY-TD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,600,000	\$ 48,058	\$ 1,600,000	\$ 203,526	12.72%
Gettman Road Extension ROA	250,000	29,134	650,000	462,675	71.18%
N. 1st Place Reconstruction	1,510,390	-	4,110,390	2,976,304	72.41%
NW 2nd Street Paving	580,000	23,000	580,000	23,000	3.97%
RWS Backup Generators	400,000	75,300	400,000	94,300	23.58%
AWS System Expansion - RWS	10,939,400	6,109,852	29,449,400	28,906,371	98.16%
Orchard Water Line Replacement	1,340,000	60,105	1,340,000	60,105	4.49%
Well #6 Chlorination	1,000,000	61,713	1,000,000	98,923	9.89%
Well #4 Control System	530,000	31,157	530,000	92,528	17.46%
Dogwood Street	275,000	-	275,000	-	0.00%
SE 10th Street Bridge Upgrades	100,000	-	100,000	-	0.00%
Lift Station #5 Rebuild	150,000	-	150,000	-	0.00%
E. Evelyn Avenue Gravity SL Replacement	480,000	20,209	480,000	50,319	10.48%
Lift Station #7 Rebuild	600,000	15,000	600,000	15,000	2.50%
AWS Cooling Discharge	2,805,000	128,755	2,805,000	614,678	21.91%
Total	\$ 22,559,790	\$ 6,602,283	\$ 44,069,790	\$ 33,597,729	76.24%

Geer & Harper Re-alignment (\$1,600,000)

This intersection needs to be reconstructed to improve traffic/pedestrian access and ensure connectivity to property east of N. 1st Place. The current configuration makes access difficult for large trucks and traffic backs up on Harper Road during busy times during the day.

Current Update: Full design has begun. Advertising anticipated in Winter, with bids open late Winter, construction beginning in Spring, and project completion anticipated late 2026.

Gettman Road Extension ROA (\$650,000)

Gettman Road Extension right of way acquisition project.

Current Update: Acquisition has closed on approximately 76% of the proposed Right of Way. Negotiations continue on the remaining 24%.

NW 2nd Street Paving (\$580,000)

Northwest 2nd street paving of existing gravel street from West Elm street to West Cherry Avenue to include grading, storm drainage, asphalt, centerline stripes, and crosswalk.

Current Update: Design wrapping up. Advertising/Contract Award anticipated in Spring. Construction likely late Spring through Fall.

North 1st Place Reconstruction (\$4,175,000)

North 1st Place is a critical secondary north/south arterial in Hermiston's transportation system. The existing road is cracking, there are no sidewalks and there is unrestricted access to the roadway from parking and undeveloped areas.

Current Update: Additional Right of Way Acquisition process has begun with UPRR.

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City of Hermiston, Oregon

Utilities/Streets Capital Projects Report

For the Month Ending February 28, 2026

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Geer & Harper Re-alignment	\$ 1,600,000	\$ 48,058	\$ 1,600,000	\$ 203,526	12.72%
Gettman Road Extension ROA	250,000	29,134	650,000	462,675	71.18%
N. 1st Place Reconstruction	1,510,390	-	4,110,390	2,976,304	72.41%
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Well #4 Control System	530,000	31,157	530,000	92,528	17.46%
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Total	\$ 22,559,790	\$ 6,602,283	\$ 44,069,790	\$ 33,597,729	76.24%

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

To provide backup power supply to the regional water system.

Current Update: Purchase contract has been awarded to acquire long-lead-time items which are not anticipated to be delivered until Winter 26/27, with installation work anticipated to be coordinated around planned outages by the system users throughout 2027.

AWS System Expansion- RWS (\$29,449,400)

Amazon Web Services is paying to extend the City-owned 16" water main in Feedville Road approximately 7,000 feet to connect with the City's other existing water infrastructure in Kelli Blvd. This project will also upgrade various pumps and motors in the Regional Water System and chlorinate and perform the necessary functions to convert the line to carry potable water. AWS is also paying the City to design a second, permanent, 24" non-potable water main in Feedville Road. Additionally, this will construct an aquifer and associated storage system.

Current Update: The ASR Well is continuing improvements, including installation of above ground structures and mechanical components. The pump installations at the river intake station have completed, and the pipelines project is nearing substantial completion.

Orchard Water Line Replacement (\$1,340,000)

Replaces 3,200 feet of water main line along W. Orchard Ave. between S.W. 7th St. and S.W. 11th St., and along SW. 9th St. between W. Orchard Ave. and W. Juniper Ave.

Current Update: Preliminary design has begun, with plans to open bids and award a contract late Winter, with construction taking place during construction season 2026

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City of Hermiston, Oregon

Utilities/Streets Capital Projects Report

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Well # 6 Chlorination (\$1,000,000)

The chlorine room at Well No. 6 is 5 feet by 8 feet and too small for its current use and is constructed of fiberglass. It was originally constructed to occasionally store chlorination equipment. It is now in constant use and has been damaged during the exchange of chlorine cylinders. A larger building will allow more efficient operation of the well.

Current Update: Design nearing completion.

Well #4 Control System (\$410,000)

The 2,500-gallon per minute Well No. 4 pump was designed in the 1960s and is obsolete. The control system is unreliable and inefficient, and the piping system has been dismantled to use for parts in other systems. The station experiences large pressure fluctuations and configuring the pump control valve is challenging. The pump house also needs to be updated to ensure reliability during peak demands.

Current Updates

Contractor delays may require this project to wait an additional year. Liquidated damages may be considered.

Dogwood Street (\$275,000)

The existing gravel roadway will be replaced with a fully developed street, including curb/gutters/sidewalk.

Current Update: Contract award anticipated in Spring, with construction completed by the end of the 2026 construction season.

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City of Hermiston, Oregon

Utilities/Streets Capital Projects Report

For the Month Ending February 28, 2026

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SE 10th Street Bridge Improvements (\$100,000)

Replaces and widens the bridge across the 'A' Line Canal.

Current Update: Design will begin soon, with construction planned on a timeline inverse from normal, with SE 10th requiring closure and bridge replacement over the winter of '26-'27 to accommodate when water is not in the canal.

Lift Station #5 Wetwell Upgrades (\$150,000)

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

Current Update: Design will begin soon.

E. Evelyn Avenue Gravity Sewer Line Replacement (\$480,000)

Multiple deficiencies exist in the pipe segments, including structural failures, sagging, root intrusions, and separated joints that cause blockages hindering sewer flow and require the City to clean this line monthly. Newly installed pipe will save maintenance costs and drastically reduce the likelihood of blockages, mitigating the potential for sewage backing up into local residences.

Current Update: Design complete. Advertisement and contract award in Spring, with construction completed before year end 2026.

FY2025-26 Monthly Financial Report

City of Hermiston, Oregon

Utilities/Streets Capital Projects Report

For the Month Ending February 28, 2026

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Total	\$ 22,559,790	\$ 6,602,283	\$ 44,069,790	\$ 33,597,729	76.24%

Lift Station #7 Rebuild (\$600,000)

Upgrade to electrical and control systems, replaces duplex pumps and mechanical pumps, rails, and valves and planned safety improvements to surrounding sidewalk.

Current Update: TBD.

AWS Cooling Discharge (\$2,805,000)

Amazon Web Services is paying the City to design a discharge solution for their non-contact cooling water which is used to cool their facilities. This solution will require installation of a lift station and approximately 10,600 feet of a new discharge water Main in Feedville and South 1st to discharge into the Hermiston Irrigation District's A-Line Canal. This work will also require the development of a separate NPDES Permit for the new discharge.

Current Update: DEQ has shared an initial draft permit, and it appears to be untenable to the client. Considerations are now underway for what alternatives may be, including upgrades necessary to simply accept discharge to the City's regular sewer system.

**FY2025-26 Monthly Financial Report
City of Hermiston, Oregon
Other City Capital Projects Report
For the Month Ending February 28, 2026**

	2025-26 Budget	FY-TD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Hangar Replacement	1,300,000	743,584	1,300,000	1,313,671	101.05%
Urban Tree Project (Grant)	850,000	236,939	1,000,000	356,839	35.68%
Sherman Park Project	420,000	13,604	420,000	16,568	3.94%
Library Remodel	2,759,000	1,494,473	4,500,000	3,377,031	75.05%
ARC Remodel	-	21,637	750,000	365,054	48.67%
Public Safety Building Remodel	4,500,000	2,614,919	7,500,000	6,950,646	92.68%
Total	\$ 9,829,000	\$ 5,125,156	\$ 15,470,000	\$ 12,379,809	80.02%

Hangar Replacement (\$1,300,000)

Project is complete and in operation. Final invoicing and retainage due in February and March 2026.

Current Update: Building is complete and operating.

Urban Tree Project Grant (1,000,000)

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

Current Update: We are pausing work on this project pending a better forecast of the federal budget. Preparing an estimate and bid package for a possible tree planting project on main street if federal budget moves forward.

Sherman Park Project (\$420,000)

Cimmaron Park is to be built on land purchased from and donated by the developer. The park will include a nature trail and a natural playground system. The City was recently awarded a state grant for a large portion of this project. This project will develop a 0.61-acre park featuring a playground, gazebo, pathways, and landscaping. The park will be adjacent to the existing 8.61-acre Cimmaron Recreation Area, which includes a trail encircling the wetlands.

Current Update: Final bid package to be released for bids in early April.

ARC Remodel (\$750,000)

Remodel of the ARC building to temporarily house police operations during the public safety building remodel.

Current Update: PD administration is using the Arc Building. April move-out is being planned.

Public Safety Building Remodel (\$7,500,000)

Public Safety Building remodel to the existing shared facility with the fire district. Building remodel will provide needed usable space as well as seismic upgrades.

Current Update: Furniture will be installed by the end of March. Final walkthroughs are scheduled for the end of March as well.