



CITY COUNCIL

Community Center – 415 S. Hwy 395

Where Life is Sweet

July 11, 2022 at 6:00 PM

AGENDA

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

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

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

A. League or Oregon Cities (LOC) & Psilocybin Discussion

2. ADJOURN WORK SESSION MEETING

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

4. DECLARATION OF QUORUM

5. FLAG SALUTE

6. PROCLAMATIONS, PRESENTATIONS AND RECOGNITIONS

A. Presentation- Hermiston School District Updates

B. Presentation- Hermiston Chamber of Commerce Update

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 address; 3. Direct your comments to the Chair.

8. CONSENT AGENDA

A. Committee Vacancy Announcements

B. Minutes of the June 27th City Council Meeting

C. Recommendation of appointment to the Planning Commission: Patrick Collins, Position 4, remaining 3-year term ending March 31, 2023

- D. Recommendation of appointment to the Parks and Recreation Committee: Angel Aguilar, Position 6, 3-year term ending October 31, 2025
- E. Recommendation of appointment to the Parks and Recreation Committee: Nicole Westing, Position 7, remaining 3-year term ending October 31, 2023
- F. Recommendation of appointment to the Library Board: Erick Peterson, Position 4, 4-year term ending June 30, 2026
- G. Award Funding through the Transient Room Tax (TRT) Recreation Projects Grants

9. ITEMS REMOVED FROM CONSENT AGENDA

10. PUBLIC HEARINGS

- A. Supplemental Budget for FY 2022-23 (see Resolution No. 2232 below)

11. ORDINANCES AND RESOLUTIONS

- A. Resolution No. 2230- Airport Environmental Assessment Grant Acceptance
- B. Resolution No. 2231- Master Fee Schedule Update Adjusting Fees at the Community Center.
- C. Resolution No. 2232 To Supplement FY2023 Budget
- D. Resolution No. 2233- Infrastructure Finance Search Authorization
- E. Resolution No. 2234 – IGA with City of Stanfield for IT Services

12. OTHER

- A. League of Oregon Cities (LOC) Legislative Priorities Discussion and Recommendation
- B. Psilocybin Decision

13. COMMITTEE REPORTS

- A. City Committee and Liaison:

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

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

14. ADJOURN

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

Please contact Hermiston City Hall, 235 E Gladys Ave, Hermiston, OR 97838 (Phone No. 541-567-5521) at least 48 hours prior to the scheduled meeting time if you need an accommodation. TTY and TDD users please call Oregon Telecommunications Relay Service at 1-800-735-2900 or 711.



PUBLIC ANNOUNCEMENT

The City is accepting applications for the following Committees:

1) Airport Advisory Committee

- Position 5: 3-year term ending October 31, 2025 (Advertised as of 07/01/2022)

2) Parks & Recreation Advisory Committee

- Position 4: 3-year term ending October 31, 2025 (Advertised as of 07/01/2022)
- Position 5: 3-year term ending October 31, 2025 (Advertised as of 07/01/2022)

3) Eastern Oregon Trade and Event Center Advisory Committee

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

4) Budget Committee

- Position 5: remaining 3-year term ending December 31, 2023 (Vacant as of 10/25/2021)

5) Hispanic Advisory Committee

- Position 3: remaining 3-year term ending June 30, 2024 (Vacant as of 01/19/2022)
- Position 5: 3-year term ending June 30, 2025 (Advertised as of 04/19/2022)

6) Library Board

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

Deadline to apply for Committee(s) in Section(s) 1 - 2: July 26th or Open until filled
Deadline to apply for Committee(s) in Section(s) 3 - 6: Open until filled

Interested persons are asked to submit an application to City Hall, 235 E Gladys Ave, Hermiston, or at lalarcon-strong@hermiston.or.us . Application forms are available at City Hall or on the City’s website at <https://hermiston.or.us/volunteer> . If you have questions, please call Lilly Alarcon-Strong at 541-567-5521.

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



CITY COUNCIL

Regular Meeting Minutes June 27, 2022

Mayor Drotzmann called the regular meeting to order at 7:00pm. Present were Councilors Hardin, Barron, Spicerkuhn, Davis, Primmer, and Myers. Councilors Peterson and Duron were excused. Staff in attendance was: City Manager Byron Smith, Assistant City Manager Mark Morgan, Chief Edmiston, Planning Director Clint Spencer, Finance Director Mark Krawczyk, Parks and Recreation Director Brandon Artz, HES General Manager Nate Rivera, IT Director Jordan Standley, and City Recorder Lilly Alarcon-Strong. Youth Advisory Members Julissa Gonzales Mendoza, and Manuel Salazar were also in attendance. The pledge of allegiance was given.

Citizen Input on Non-Agenda Items

David McCarthy, Hermiston- gave updates regarding the most recent ground-breaking event for the new Fire Station as asked to report by UCFD1 Chief Stanton.

Consent Agenda Items

Councilor Davis moved and Councilor Primmer seconded to approve Consent Agenda items A-G, to include:

- A. Replat- Diamond Run Phase 1 4N2812B - 1210 E Elm Ave
- B. Certifying the Ward Councilors and Municipal Judge Primary Election Results
- C. Committee Vacancy Announcements
- D. Confirmation of Appointment to the Eastern Oregon Trade and Event Center (EOTEC) Advisory Committee: Weston Putman, Position #7, 3-year term ending June 30, 2025
- E. Confirmation of Appointment to the Hispanic Advisory Committee: Jose Garcia, Position #4, 3-year term ending June 30, 2025
- F. Confirmation of Appointments to the Recreation Projects Fund Advisory Committee:
 - 1. Representing The Chamber of Commerce: Val Hoxie, Position #2, term ending 12/31/2022
 - 2. Representing The Parks and Recreation Committee: Jeff Kelso, Position #3, term ending 12/31/2023
- G. Minutes of the June 13, 2022 City Council and Urban Renewal Agency Meeting

Motion carried unanimously.

Resolution No. 2226- A Resolution Re-Adopting the Financial Policies and Investment Policy for the City of Hermiston- City Manager Smith stated the City is required to review each policy annually prior to re-adoption.

Councilor Primmer moved and Councilor Spicerkuhn seconded to adopt Resolution No. 2226 and lay upon the record. Motion carried unanimously.

Resolution No. 2227 – Adopting an IGA with Morrow County for IT Services

City Manager Smith stated the following resolutions referring to IT services are very similar. The City’s IT Service rates with Intermountain Educational Services District (IMESD) was set to increase by more than three times the current amount. Based on those rates, the City decided to establish its own IT Department and is offering services to other neighboring municipalities. The City has hired people with expertise in this field who are working diligently to provide service starting July 1st.

After some discussion, Councilor Primmer moved and Councilor Hardin seconded to adopt Resolution No. 2227 and lay upon the record. Motion carried unanimously.



CITY COUNCIL

Regular Meeting Minutes June 27, 2022

Resolution No. 2228 – Adopting an IGA with Umatilla County Fire District #1(UCFD1) for IT Services

City Manager Smith stated this resolution was previously discussed during Resolution 2227.

Councilor Davis moved and Councilor Primmer seconded to adopt Resolution No. 2228 and lay upon the record. Motion carried unanimously.

Resolution No. 2229 – Adopting an IGA with the City of Umatilla for IT Services

City Manager Smith stated this resolution was previously discussed during Resolution 2227.

Councilor Spicerkuhn moved and Councilor Davis seconded to adopt Resolution No. 2229 and lay upon the record. Motion carried unanimously.

May 2022 Financial Report

Finance Director Mark Krawczyk presented the Financial Report.

Public Comment

Jackie Linton, Hermiston- asked if the County would be leasing space in the new City Hall.

City Manager Smith stated yes, the County will be paying rent to use the space.

Councilor Primmer moved and Councilor Davis seconded to accept the May 2022 Financial Report as presented by Finance Director Mark Krawczyk. Motion carried unanimously.

Hermiston Energy Services Wildfire Mitigation Plan

Hermiston Energy Services (HES) General Manager Nate Rivera gave information regarding Senate Bill 762 which passed during the 2021 legislative session. The bill requires electric utilities to file its approved risk-based Wildfire Mitigation Plan with the Oregon Public Utility Commission.

This year, HES with assistance from Umatilla Electric Cooperative (UEC) worked to formalize its existing wildfire mitigation practices into a formal plan and is asking that the Council consider its adoption to be in compliance with the bill.

After some discussion, Councilor Barron moved and Councilor Spicerkuhn seconded to adopt the Hermiston Energy Services Wildfire Mitigation Plan as presented. Motion carried unanimously.

Committee Reports

Community Accountability Board (CAB)- Councilor Barron stated the Board met for the first time after COVID with the intention of restarting the program. The Board will be working with the Hermiston School District and the Juvenile Department to help mentor and support our at-risk youth. Because this Board specifically works with youth, the information is confidential. The program has been very successful in the past and has been a great benefit to the youth and our community.



Where Life is Sweet

CITY COUNCIL

Regular Meeting Minutes
June 27, 2022

Mayor's Report

Mayor Drotzmann spoke regarding:

- Thanked the Women's Coalition for putting together the Eastern Oregon Economic Summit on June 16th and 17th at the Hermiston High School. It was a great event that was well attended with over 200 attendees, including representation from candidates and current politicians. It was a great way to be able to show off all the work the Hermiston community is doing here
- Meeting with Senator Merkley to discuss federal opportunities to help support Hermiston

Council Reports

Councilor Myers stated she attended the Juneteenth Celebration at McKenzie Park. It was a very nice event that was well attended with entertainment and food.

Youth Advisory Report

Advisor Gonzales Mendoza encouraged the public to keep safe this summer as the temperature rises by drinking water and wearing sun screen.

City Manager's Report

City Manager Smith introduced the new IT Director Jordan Standley.

IT Director Jordan Standley stated he has 22 years of IT experience specifically working with governments. Including him, there will be a total of four IT staff members who are all excited for the opportunity to work for the City.

Mayor Drotzmann and the Council welcomed IT Director Standley to the City.

City Manager Smith spoke regarding:

- The 4th of July event changes
- The Parks and Recreation Department was awarded an Oregon Community Foundation (OCF) Grant. The money will be applied in the form of discounts for new activity enrollment until the funding has been exhausted. Those previously registered for swim lessons will received a towel and other items.
- The City will be gifting water from the Regional Water System to Morrow County due to the high level of nitrates in their water. This will give Morrow County residents clean usable water for free. The City will reevaluate potential charges in the future if water is needed long-term.

Adjournment

Mayor Drotzmann adjourned the City Council meeting at 7:48pm as there was no other City business.

SIGNED:

Dr. David Drotzmann, Mayor

ATTEST:

Lilly Alarcon-Strong, CMC, City Recorder



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of July 11, 2022

Title/Subject

Award Funding through the Transient Room Tax (TRT) Recreation Projects Grants

Summary and Background

The Recreation Project Fund Advisory Committee met on June 30th to review six proposals submitted for the 2022-23 allocation. Present at the meeting were Committee members Val Hoxie, Jeffrey Kelso, James Whalley, Roy Barron, and Lydia Raath; staff present was Brandon Artz and Kelly Schwirse. Available for distribution is \$40,000 and the total application amount was \$37,675. Application packets were sent to prior applicants and known parties of interest and made available on the City’s website. The distribution criteria for applicants is as follows.

TRT Funding Criteria and Eligibility:

- Total project fund allocation for 2022 is approximately \$40,000.
- Projects must be within the City of Hermiston.
- Applicants must have a non-profit tax status.
- Projects that benefit Hermiston through enhanced tourism, promotion, marketing, and lodging will be given highest consideration.
- Projects that benefit the greatest number of participants will be given greater consideration.
- Projects that represent a broad base of other support shall be given greater consideration.
- Funded projects are required to submit a breakdown of expenditures on how the funds were spent including receipts prior to reimbursement.

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

2022 TRT Recommended Awards					
Applicant	Presentation	Description	Request	Committee Award	Comments
Hermiston Youth Wrestling	4:10	Tournament Awards	\$3,500	\$3,500	
Hermiston Basketball Club	4:25	Tournament Awards	\$7,500	\$7,000	
Made to Thrive	4:45	General Operations	\$5,000	\$5,000	
Campus Life	5:00	Sound System	\$5,000	\$6,500	Total amount for Sound System was \$6,500. Committee approved matching that amount.
Hermiston Downtown	5:15	Downtown Flower Baskets	\$6,875	\$6,875	
Hermiston Little League	5:30	Roll-Up Door Replacement at LL Fields	\$9,800	\$9,800	
			Total Requested \$37,675	Total Recommended to be Awarded \$38,675	

Tie-In to Council Goals

2022 Safe & Healthy: Hermiston ensures a healthy and safe environment for all through abundant recreation and wellness opportunities, high-quality health care, collaboration with community partners, and a healthy and attractive built environment.

Fiscal Information

The Recreation Projects Funds project is identified in the 2022 – 2023 City Budget.

Alternatives and Recommendation

Alternatives

1. Award the funding allocations as recommended by the Committee.
2. Reject the funding allocations as recommended by the Committee.
3. Modify the funding allocations as recommended by the Committee.

Recommended Action/Motion

Motion to approve the TRT Recreation Projects funding allocations as recommended by the Committee.

Submitted By:

Brandon Artz, Parks and Recreation Director



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of 07/11/2022

Title/Subject

Resolution 2230- Airport Environmental Assessment Grant Acceptance

Summary and Background

This resolution will authorize the City Manager and City Attorney to sign all documents necessary to accept a grant of \$183,112 from the FAA to conduct an Environmental Assessment (EA) on property at and near the airport. Specifically, this EA is necessary prior to a planned award from FAA to relocate Ott Road off the east end of the runway.

Moving Ott Road is called for in the Airport Master Plan in order to eliminate the potential for people/vehicles to locate within the "Runway Protection Zone," (RPZ). Ott Road currently touches a small sliver of the RPZ; however, the Airport Master Plan also calls for extending the runway by 500' to reach a total length of 5,000 feet, in which case the roadway would be well within the RPZ area. The FAA is not likely to agree to a future runway extension until Ott Road is realigned out of the future RPZ area. The need for a runway extension is well documented in the Airport Master Plan, as 5,000' is a trigger-length for allowance of a larger class of aircraft.

The FAA's current 5-year Capital Improvement Plan for the Hermiston Airport assumes awarding the airport \$3.5 million in 2024 in order to acquire land and relocate Ott Road.

Tie-In to Council Goals

Fiscal Information

FAA grants are awarded at a 9:1 matching ratio. Acceptance of this award will cost the City \$18,311. This grant has been long anticipated, and funds are available in the Airport Reserve account.

Alternatives and Recommendation

Alternatives

- 1. Approve Resolution 2230 and accept FAA Grant Funding
- 2. Reject Resolution 2230 and reject FAA Grant Funding

Recommended Action/Motion

Motion to approve Resolution 2230.

Submitted By:

Mark Morgan

RESOLUTION NO. 2230

A RESOLUTION AUTHORIZING THE CITY OF HERMISTON TO ACCEPT A GRANT OF \$183,112 FROM THE FEDERAL AVIATION ADMINISTRATION AND TO AUTHORIZE THE CITY MANAGER TO SIGN ALL NECESSARY DOCUMENTS ON BEHALF OF THE CITY

WHEREAS, the City of Hermiston (City) owns and operates the Hermiston Municipal Airport; and

WHEREAS, the Airport Master Plan calls for moving Ott Road to eliminate the potential for people being located within the Runway Protection Zone and for potential expansion of the runway; and

WHEREAS, an Environmental Assessment is necessary to move forward with any plans to relocate Ott Road; and

WHEREAS, the City has been awarded a grant of \$183,112 from the Federal Aviation Administration to conduct an Environmental Assessment on property at and near the airport; and

WHEREAS, the City must provide matching funds of \$18,311 and those funds are available in the Airport Reserve account; and

WHEREAS, City staff believe it is in the best interest of the City to accept the grant from the Federal Aviation Administration to conduct the Environmental Assessment.

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

1. That the City Manager is authorized to accept a grant of \$183,112 from the Federal Aviation Administration.
2. That the City Manager and the City Attorney are authorized to sign all necessary documents on behalf of the City to accept the grant.
3. That pursuant to ORS 221.310(3), that this resolution is effective immediately upon its passage.

PASSED by the Common Council this 11th day of July, 2022.

SIGNED by the Mayor this 11th day of July, 2022.

Dr. David Drotzmann, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Oregon, Washington

Seattle Airports District
Office:
2200 S 216th St
Des Moines, WA 98198

June 29, 2022

Mr. Mark Morgan
Asst. City Manager
City of Hermiston
180 NE 2nd St.
Hermiston, OR 97838

Dear Mr. Morgan:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-41-0024-017-2022 at Hermiston Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 28, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Ilon Logan, (206) 231-4220, Ilon.Logan@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Warren D. Ferrell
Manager
Seattle ADO



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	June 29, 2022
Airport/Planning Area	Hermiston Municipal Airport – Hermiston, Oregon
FY2022 AIP Grant Number	3-41-0024-017-2022 (Contract Number: DOT-FA22NM-0089)
Unique Entity Identifier	GFMPNGXFL6U8

TO: City of Hermiston, Oregon
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 6, 2022, for a grant of Federal funds for a project at or associated with the Hermiston Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Hermiston Municipal Airport (herein called the "Project") consisting of the following:

Conduct an Environmental Assessment for Runway 23 Protection zone, land acquisition and road relocation;

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$183,112.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 183,112 for planning

\$ 0 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
5. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
6. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
7. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 28, 2022, or such subsequent date as may be prescribed in writing by the FAA.
8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
9. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
10. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if

required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

11. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
12. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
16. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
- May not be increased for a planning project;
 - May be increased by not more than 15 percent for development projects if funds are available;
 - May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.
21. **Trafficking in Persons.**
- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
 - c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
 - d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
22. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated January 2020, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
23. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

SPECIAL CONDITIONS

24. **Grant Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of this grant is based on the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor Certifications received from the Sponsor for the work included in this grant are hereby incorporated into this grant agreement. The Sponsor understands that:
 - a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;

If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

25. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Warren Ferrell

(Typed Name)

Manager, Seattle Airports District Office

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Hermiston, Oregon

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oregon. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

PLANNING AGENCY SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- c. Hatch Act – 5 U.S.C. § 1501, et seq.¹
- d. Rehabilitation Act of 1973 – 29 U.S.C. § 794
- e. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- f. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- g. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- h. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.¹
- i. Drug-Free Workplace Act of 1988 - 41 U.S.C. § 8101 through 8105.
- j. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).
- k. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 12372 - Intergovernmental Review of Federal Programs
- b. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- c. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- d. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14008 - Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 49 CFR Part 20 – New Restrictions on Lobbying.
- i. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.
- j. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- l. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- m. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

FOOTNOTES TO ASSURANCE C.1.

¹ These laws do not apply to private sponsors.

² 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- ³ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

4. Preserving Rights and Powers

It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.

6. Accounting System, Audit, and Record Keeping Requirements

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

7. Planning Projects

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the Sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

8. Reports and Inspections.

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4; creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Hermiston**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

11. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

12. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.

13. Disadvantaged Business Enterprises.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of July 11, 2022

Title/Subject

Resolution No. 2231- Master Fee Schedule Update Adjusting Fees at the Community Center.

Summary and Background

Many of the direct costs associated with outside rental contractors and vendors have recently increased significantly. An adjustment of fees associated with these increases is being requested in order for the City to recoup costs from Community Center rentals on items such as: linens, napkins, and table toppers, as well as Great Room Rental Rates to adjust for contractor fees for janitorial and tear down services.

Tie-In to Council Goals

Fiscal Prudence & 2020 Goal

Fiscal Information

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

Alternatives and Recommendation

Alternatives

1. Approve the fee adjustments in the Master Fee Schedule as recommended.
2. Modify the fee adjustments in the Master Fee Schedule.
3. Reject the fee adjustments in the Master Fee Schedule.

Recommended Action/Motion

Approve Resolution No. 2231 updating the Master Fee Schedule as recommended.

Submitted By:

Brandon Artz, Parks and Recreation Director

RESOLUTION NO. 2231

A RESOLUTION ADJUSTING A SCHEDULE OF FEES AND CHARGES FOR VARIOUS SERVICES AT THE COMMUNITY CENTER.

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

WHEREAS, the City Council finds it necessary to adjust the schedule of fees and charges for various services at the Community Center; and

WHEREAS, the updated Master Fee Schedule is attached hereto.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the attached updated Master Fee Schedule including the schedule of fees and charges for various services at the Community Center is approved and adopted;
2. That this resolution shall supersede Resolution No. 2219, relating to fees and charges for the Community Center;
3. All fees and charges in effect as of the date of the adoption of this resolution shall remain in effect unless otherwise modified by provisions of this resolution.
4. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 11th day of July, 2022.

SIGNED by the Mayor this 11th day of July, 2022.

Dr. David Drotzmann, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER



Where Life is Sweet

Master Fee Schedule

Fees Subject to Change



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

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Administration & General Fees

Notary Acts

1. Certifying a copy of a document	\$2.00 per page
2. For: taking an acknowledgment, a verification upon an oath or affirmation, and witnessing or attesting a signature.	\$2.00/notarized signature
3. For administering an oath or affirmation or taking a deposition (without a signature). And for all other notarial acts not specified in this section.	\$1.00 per act

Notary Acts are available at:

- Hermiston Police Department, Bob Shannon Safety Center, 330 S. 1st Street
- Building Department, 215 E Gladys Ave
- City Hall, 235 E Gladys Ave

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
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Prints & Public Records

Documents & Photocopies up to 11x17 (Does not include other fees)

1. Black & White	Single: \$0.25 per page Double-Sided: \$0.50 per page
2. Color	Single: \$1.00 per page Double-Sided: \$2.00 per page

Maps, Nonstandard Documents, etc. Larger than 11x17 (Does not include other fees)

1. Black & White	Actual Cost
2. Color	Actual Cost

Media (Does not include other fees)

1. DVD, CD or USB	Actual Cost
2. Audio & Video Recording, in addition to other fees ("Lengthy Requests" fee waived for the first hour of processing.)	\$35.00 per hour- Minimum Charge

Processing Fees (Does not include other fees)

1. Lengthy Requests (request over 15 mins to complete)	\$35.00 per hour
2. Fee's charged at 15 min increments. Requests less than 15 mins to process may be waived, excluding serial requests.	
3. Attorney Fees	Actual Cost

Please Note: Requestors must pre-pay the estimated cost of request. If the actual charges are less than the pre-payment, then the over- payment shall be refunded.

Airport

Commercial Activity Fee- Any business operating at the Airport	
1. Aerial Sprayers	\$1,000.00 per year
2. Non-Aerial Sprayers	\$250.00 per year
T-Hangar Rental	
1. Open Hangars	\$100.00 per month
2. Enclosed T-Hangar #2	\$180.00 per month
3. Enclosed T-Hangar #3	\$205.00 per month
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.	
<p>Hermiston Municipal Airport is operated by contract, to: Gorge Aviation 1600 E Airport Way, Hermiston, OR 97838 541-567-3694 https://www.gorgeaviationservices.com/</p>	

Animals

Dog Licenses (One-time fee per dog.)

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

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

Dog Impoundment & Boarding

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

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

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

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

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

Aquatic Center

Educational Classes		
1. Swimming, Diving, Snorkeling, Lifeguard, etc	As established per program	
Public Swim Hours		
Individual Daily Pass		
1. Infants (0-1yr)	Free	
2. Child (2-9yrs)	\$5.00	
3. Youth (10-17yrs)	\$6.00	
4. Adult (18+)	\$7.00	
5. Seniors (55+)	\$6.00	
Individual Splash Pass- All Season (entrance for all public swim hours)		
1. Child & Youth (2-17yr)	\$75.00	
2. Adult (18+)	\$85.00	
3. Senior (55+)	\$75.00	
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	\$185.00	
2. 2 Adults & up-to 6 kids	\$225.00	
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: All Season (entrance for all aquatic fitness classes)		
1. Adult (18+)	\$75.00	
2. Senior (55+)	\$65.00	
Family Splash Pass-Fit: All Season- All members must reside in same household (entrance for all aquatic fitness classes)		
1. Add on to Family Splash Pass	\$50.00 per adult	
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	\$950.00	\$1,150.00
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

AQUATIC CENTER

Picnic Shelter Rental: Use of gazebo and picnic tables during public swim (pool entry fee required)	Resident	Non-Resident
2-Hour Rental 50 Person Maximum - Group Rates Available	\$50.00	\$60.00

Additional Amenities

1. All-Day Cabana Rental: Semi-Private shaded area with premium lounge chairs. Available during public swim.	Regular Cabana \$25.00	Large Cabana \$50.00
2. All Other Amenities	As Established	

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

Building Department

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

A. Building Permits

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

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

Table A-1: Building Permit Fee

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

Total Valuation	Building Permit Fee
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 	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 (All building types)	See Customized Permit Services: Table G-2, Deferred Plan Submittal
7. Investigation Fee	\$120.00 per hour (one hour minimum)
8. Reinspection, extra inspections, special inspections	\$75.00 each
9. Inspections outside of normal business hours	\$80.00 per hour (one hour minimum)

10. Inspections for which no fee is specifically indicated (includes counsel inspections)	\$75.00 per hour
11. Demolition of Structure	\$63.00
12. Solar Photovoltaic Systems installed using the prescriptive path described in section 305.4 of the Oregon Solar Installation Specialty Code (OSISC).	\$150 (includes application fee and one inspection) (Does include the plan review fees)
13. Non-prescriptive Solar Photovoltaic Systems	See Building Permit Fee Table A- I
14. Structural minimum fee	\$63.00
15. 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	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	\$ 60.00 each permit, no surcharge fee
3. Expired permit less than 6 months past expiration date	\$ 60.00 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	\$185.00
2. (includes plan review)	
3. Manufactured Dwelling & Cabana installation administrative fee	\$30.00 (As required by the State)
4. State Surcharge	As required by the State

C. Camp and Park Permits

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

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

Building- Manufactured Parks
Formula for Manufactured Dwelling Park Permit and Plan Review Fee

1. Square feet of area being developed ÷ 43,560 (43,560 = 1 acre)
2. Number of spaces ÷ number of acres = Spaces per Acre to use in Table 2-MD
3. Valuation in Table 2 x Number of Spaces = Valuation to apply to Table A-1
4. Plan Review Fee is 65% of the permit fee

Table 2-MD
Mobile Home Park Valuation Table

- ❖ **Class A:** Parks contain paved streets, curbs, and sidewalks
- ❖ **Class B:** Parks contain paved streets, no curbs, and no sidewalks
- ❖ **Class C:** Parks contain no paved streets, no curbs, but have sidewalks on one side of the each street

Please Note: When a park contains spaces in more than one class, figure the spaces in each class, then add them together to obtain the total calculation for the park.

Park Class	Space Per Acre								
	4	5	6	7	8	9	10	11	12
A	5901	5517	5197	4941	4685	4493	4365	4301	4237
B	5504	5120	4800	4544	4288	4096	3968	3904	3804
C	5312	5028	4608	4352	4269	3904	3776	3712	3648

Table 2-RV
Recreation Park Valuation Table

- ❖ **Class A:** Parks & Camps contain paved streets and electric, water and sewer service to each RV or camping site.
- ❖ **Class B:** Parks & Camps contain electric, water and sewer service to each RV or camping space, but not have paved streets.
- ❖ **Class C:** Parks & Camps contain combination of no more than two services involving electric, water or sewer and do not have paved streets.

Please Note: When a park or camp contains spaces in more than one class, figure the spaces in each class, then add them together to obtain the total valuation.

Park/Camp Class	Space Per Acre								
	6	8	10	12	14	16	18	20	22
A	2637	2470	2320	2189	2074	1978	1907	1849	1798
B	2483	2317	2176	2035	1920	1824	1754	1696	1645
C	1792	1626	1485	1344	1229	1133	1062	1005	954

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	\$50.00 minimum
2. \$5,000.01 to \$10,000.00	\$50.00 for the first \$5,000.00 plus \$0.80 for each additional \$100, or fraction thereof, to and including \$10,000 .00
3. \$10,000.01 to \$100,000.00	\$90 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	\$270 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

❖ Residential: New, Alterations, Additions, Repairs, & Accessory Structure	
❖ Manufactured Dwellings: New, Additions, Alterations, Repairs, & Accessory Structure	
Description	Permit Fee
1. Air conditioner	\$11.00
2. Air handling unit of up to 10,000 cfm	\$9.50
3. Air handling unit 10,001 cfm and over	\$12.50
4. Appliance or piece of equipment regulated by code but not classified in other appliance categories	\$9.50
5. Appliance vent installation, relocation or replacement not included in an appliance permit	\$8.00
6. Attic/crawl space fans	\$8.00
7. Barbecue	\$9.50
8. Chimney/liner/flue/vent	\$9.50
9. Clothes dryer exhaust	\$8.00
10. Decorative gas fireplace	\$9.50
11. Ductwork, no appliance/fixture	\$9.50
12. Evaporative cooler other than portable	\$9.50
13. Floor furnace, including vent	\$11.00
14. Flue vent for water heater or gas fireplace	\$8.00
15. Furnace - greater than 100,000 BTU	\$12.50
16. Furnace - up to 100,000 BTU	\$11.00
17. Furnace/burner including duct work/vent/liner	\$12.50
18. Gas or wood fireplace/insert	\$9.50
19. Gas fuel piping outlets (four or less connections)	\$7.00
20. Gas fuel piping outlets (more than four)	\$5.50
21. Heat pump	\$11.00
22. Hood served by mechanical exhaust, including ducts for hood	\$12.50
23. Hydronic hot water system	\$11.00
24. Installation or relocation domestic-type incinerator	\$12.50
25. Mini split system	\$11.00
26. Oil tank/gas/diesel generators	\$12.50
27. Pool or spa heater, kiln	\$11.00
28. Range hood/other kitchen equipment	\$11.00
29. Repair, alteration, or addition to mechanical appliance including installation of controls	\$11.00
30. Suspended heater, recessed wall heater, or floor mounted unit heater	\$11.00
31. Ventilation fan connected to single duct	\$8.00
32. Ventilation system not a portion of heating or air-conditioning system authorized by permit	\$8.00
33. Water heater	\$9.50
34. Wood/pellet stove	\$9.50
35. Other heating/cooling	\$9.50
36. Other fuel appliance	\$9.50

37. Other environment exhaust/ventilation	\$8.00
38. Minimum Permit Fee	\$30.00

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	\$46.00 per hour
3. Re-inspection Fee	\$46.00 each
4. Inspections outside of normal business hours	\$60.00 per hour (one hour minimum)
5. Inspections for which no fee is specifically indicated	\$60.00 per hour (one hour minimum)
6. Investigation Fee	\$60.00 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	\$210.00
2. Two Bathrooms	\$277.00
3. Three Bathrooms	\$344.00
4. Each additional Bath/Kitchen	\$67.00

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

1. Each additional 100 ft of water, sewer, or storm line or fraction thereof	\$22.00 per type
2. Residential Fire Sprinkler System	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	\$40.00
a. Each additional 100 feet, or fraction thereof	\$22.00
2. Storm sewer including trench drains, leach lines, and drywells - first 100 feet	\$40.00
a. Each additional 100 feet, or fraction thereof	\$22.00
3. Water service -first 100 feet	\$40.00
a. Each additional 100 feet, or fraction thereof	\$22.00

Fixtures or Items	Residential Fee/Unit	Commercial Fee/Unit
1. Alternate potable water heating system	\$20.00	\$20.00
2. Backflow preventer	\$40.00	\$46.00
3. Backwater valve	\$40.00	\$46.00
4. Catch Basin	\$20.00	\$20.00

5. Clothes washer	\$20.00	\$20.00
6. Dishwasher	\$20.00	\$20.00
7. Drinking fountain	\$20.00	\$20.00
8. Ejectors/sump pump	\$20.00	\$46.00
9. Expansion tank	\$20.00	\$46.00
10. Fixture Cap	\$20.00	\$20.00
11. Floor drain/floor sink/hub drain	\$20.00	\$20.00
12. Garbage disposal	\$20.00	\$20.00
13. Hose bib	\$20.00	\$20.00
14. Ice maker	\$20.00	\$20.00
15. Interceptor/Grease Trap		\$20.00
16. Primer	\$20.00	\$20.00
17. Residential Replacing in-building water supply lines-number of branches:		
a. First floor	\$70.00	
b. Each additional floor	\$20.00	
18. Commercial Replacing in-building water supply lines-number of branches:		
a. First five branches		\$70.00
b. Each fixture branch over five		\$10.00
19. Roof Drain		\$20.00
20. Sink/basin/lavatory	\$20.00	\$20.00
21. Swimming pool piping	\$20.00	\$20.00
22. Trench Drain	\$20.00	\$20.00
23. Tub/shower/shower pan	\$20.00	\$20.00
24. Urinal	\$20.00	\$20.00
25. Water closet	\$20.00	\$20.00
26. Water heater	\$20.00	\$20.00
27. Other- plumbing	\$20.00	\$46.00
28. Medical Gas Installations (Plan Review Required)	Based on valuation using Table A-1	
29. Minimum Permit Fee	\$40.00	\$60.00

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	\$46.00 per hour
4. Re-inspection Fee	\$46.00 each
5. Inspections outside of normal Business hours	\$60.00 per hour (one hour minimum)
6. Inspections for which no fee is specifically indicated	\$46.00 per hour
7. Investigation Fee - work done without permits	\$60.00 per hour
8. General State Surcharge: ORS 455.210	As set by the State of Oregon
9. Sewer Tap Inspection	\$50.00

Table E-4: Plumbing Permits - Residential Fire Suppression¹

- ❖ 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
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
5. Plumbing plan review	25% of the permit fee

- ❖ 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

Residential-New	Fee/Equipment
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 1 & 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	Fee/Equipment
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

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	\$63.00
4. Inspections outside of normal Business hours	\$86.00 per hour (one hour minimum)
5. Inspections for which no fee is specifically indicated	\$63.00 per hour
6. Investigation Fee	\$86.00 per hour
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. Sign permit fees	\$27.50 for regulated wall-mounted and building-mounted signs. Free-standing signs are subject to Uniform Building Code requirements with varying fees.
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"

Building Department

215 E Gladys Ave, Hermiston, OR 97838
541-667-5025

Business Licenses

Please Note: Individual business licenses fees, as specified below, are for specific business types. The City of Hermiston does not have a general business license as noted below.

Business & Liquor License

Business License	Not Required
Liquor License, New	\$10.00
Liquor License, Annual Renewal	\$10.00

Solicitors' License

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

Mobile Vending License

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

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

Food Pod

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

Liquor & Solicitors' Licenses are processed at City Hall.

235 E Gladys Ave, Hermiston, OR 97838
541-567-5521

Mobile Vending Licenses are processed by the Planning Department

215 E Gladys Ave, Hermiston, OR 97838
541-667-5010

Community Center

Discounted Rates for Non-Profit Organization may be provided.

Great Room Rental (Large Meetings & Events)

Includes: Janitorial, Kitchen, Stage, ~~Sound System Use~~, Staff Support, and Tear Down.

1. 0-99 Guests	\$850.00 \$1,100.00
2. 100-250 Guests	\$1,225.00 \$1,475.00
3. 251-350 Guests	\$1,500.00 \$1,750.00
4. Set-Up- By Center Staff	\$250.00 \$450.00
5. Day Before Decorating (during business hours, M-F 8:00am-5:00pm)	\$250.00
6. Refundable Cleaning/Damage Deposit- Due to Hold Date	\$1,000.00

Security Guards and Insurance

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

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

Small Meetings & Events

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

	Hourly	Half Day (4 hrs)	Full Day (8 hrs)
1. Board Room (20 guests max)	\$30.00	\$75.00	\$125.00
2. Rotary/Altrusa Room (40 guests max)	\$50.00	\$125.00	\$200.00
3. Great Room (100 guests max)	\$75.00	\$375.00	\$500.00
4. Refundable Cleaning/Damage Deposit- Due to Hold Date		\$100.00	

Additional Amenities

1. Coffee & Ice Water (30 guests)	\$25.00
2. Table Toppers	\$3.00 \$5.00 each
3. Napkins	\$0.25 \$0.50 each
4. Table Skirts	\$5.00 each
5. Table Linens	\$4.00 \$5.00 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)

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, Bob Shannon Safety Center 330 S. 1 st Street, Hermiston, OR 97838 541-567-6610	

Eastern Oregon Trade & Event Center (EOTEC)

Please Note: All rentals include: Janitorial, Set-up & Tear Down (Tear Down includes putting away tables and chairs only)			
Great Room Rental (Large Meetings & Events)	Private/For Profit		Non-Profit
Booking Fee Deposit (cleaning-Damage) Signed agreement- Due to Hold Date.			
1. If booking more than 6 months in advance: Non-Refundable	\$400.00		\$400.00
a. With alcohol event	a. \$1,000.00		a. \$1,000.00
b. Non-alcohol event	b. \$500.00		b. \$200.00
2. If booking less than 6 months in advance: Refundable	\$500.00-\$1,000.00		\$200.00-\$1,000.00
a. With alcohol event	a. \$1,000.00		a. \$1,000.00
b. Non-alcohol event	b. \$50.00		b. \$200.00
Great Room Use (Includes Standard Stage)	Full Room	Half Room	
1. Monday- Thursday	\$2,650.00	\$1,850.00	\$1,500.00
2. Friday	\$3,000.00	\$1,850.00	\$2,000.00
3. Saturday	\$3,500.00	Not Available	\$2,500.00
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. 7:00pm to 12:00am	\$500.00		\$50.00 per hour
Meeting Room Rentals (Small Meetings & Events)	Private/For Profit		Non-Profit
Booking Fee Deposit (cleaning-Damage) Signed agreement- Due to Hold Date.			
1. Booking Fee	\$50.00		\$50.00
a. With alcohol event	a. \$1,000.00		a. \$1,000.00
b. Non-alcohol event	b. \$500.00		b. \$500.00
Meeting Rooms			
1. Meeting Rooms 1 OR 2	\$200.00		\$200.00
2. Meeting Rooms 1 AND 2 (Combined)	\$400.00		\$400.00
3. Meeting Room 3	\$200.00		\$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		

EASTERN OREGON TRADE & EVENT CENTER (EOTEC)

Section 11, Item B.

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

Other Venues

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

All EOTEC Services, as specified in this section, are contracted to: VenuWorks
 1705 E. Airport Rd., Hermiston, OR 97838
 541-289-9800
<https://eotechemiston.com/>

Festival Street

Festival Street- Per day Rental	
Festival Street use	\$400.00
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'	\$100.00 per event
2. Tables	\$20.00 per table
3. Extra Garbage Cans	\$10.00
4. Other Rentals & Amenities	As Established
Reservations may be made through: Hermiston Community Center	
415 S. Hwy 395, Hermiston, OR 97838	
541-667-5018	

Franchises

Miscellaneous	
1. Application and Review Fee	\$350.00 Unless otherwise provided in franchise agreement
Registration Fee	
1. Telecommunications- One Time Only	\$50.00
Solid Waste	
1. Franchise Fee	2.5%
2. Billing and Collection Services	11%
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 1/4 of one percent (.25%) of the estimated cost of constructing the telecommunications facilities, whichever is greater; unless otherwise provided in a franchise agreement, prior to issuance of a construction permit for construction within the public right-of-way.

Garbage & Recycling Services

Miscellaneous Services & Fees

FREE Yard Trimming Permits

Free residential yard trimming disposal permits are available, upon request, for residential customers in good standing and can be obtained at: City Hall, 235 E Gladys Ave, Hermiston.

FREE Recycling Centers located in Hermiston

1. 220 W Harper Road, near Cost Less Carpet
2. 81144 N. HWY 395, at Sanitary Disposal

Account Set-Up (non-refundable)

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

Mechanically Emptied Containers

35-Gallon Cart, Served Weekly

- | | |
|--|--------------------|
| 1. Residential and Commercial Curb | \$ 11.20 per month |
| 2. Walk-in Charge | \$5.80 per month |
| 3. Senior Citizens on limited income (See Regulation #4) | \$9.25 per month |

90-Gallon Cart, Served Weekly

- | | |
|---------------------|--------------------|
| 1. Residential Curb | \$ 18.80 per month |
| 2. Commercial Curb | \$23.00 per month |
| 3. Walk-in Charge | \$5.80 per month |

Commercial Loose

- | | |
|--|------------------------------------|
| 1. 1.5- Yard Container, served once a week | \$ 77.50 per month |
| 2. 1.5- Yard Container, served each additional weekly pickup | \$69.35 per month |
| 3. 2- Yard Container, served once a week | \$100.80 per month |
| 4. 2- Yard Container, served each additional weekly pickup | \$91.00 per month |
| 5. Commercial Compacted Solid Waste | 1.5 times the loose container rate |
| 6. Cardboard Recycling Container | \$10.80 per month |

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.
4. Senior Citizens requesting the reduced rate must make application to Sanitary Disposal, Inc. and meet the Oregon State Poverty Income Guidelines.

Manually Emptied Containers

Containers

- | | |
|--|-------------------|
| 1. One container served weekly | \$12.95 per month |
| 2. Each additional container served weekly (1&2 for existing customers only) | \$8.85 per month |
| 3. Extra charges per pickup for solid waste not on a regular basis | \$2.75 per month |
| 4. Containers are priced at level-full with lid closed and extra | \$1.50 per month |

GARBAGE & RECYCLING SERVICES

charges will be made for "over-the-top-bulk"

Minimum special pickup charges to be arranged between customer and collector

Regulations

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

Dropbox

Service within 7-day period

1. Delivery Fee	\$40.00 for the first box
2. Weighing up to five (5) tons	\$56.50 haul fee plus \$6.00 per cubic yard or \$66.00 per ton, whichever is greater
3. Weighing five (5) tons and greater	\$204.00 haul fee plus \$36.50 per ton
4. Demurrage charge per box after 7 th day	\$4.35 per day

Regulations

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

Compacted Dropbox

Compactor on call

1. Weighing up to five (5) tons	\$74.25 per hour haul fee plus \$6.00 per cubic yard or \$66.00 per ton, whichever is greater
2. Weighing five (5) tons and greater	\$221.75 haul fee plus \$36.50 per ton

Regulations

1. Maximum weight of ten (10) tons when full.

Fines & Penalties (not already listed above)

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

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

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

Hermiston Energy Services (HES)

Customer Service Policies, Rates, and Associated Fee Manual

Last adopted/amended:

November 9, 2020 by Resolution No. 2167

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

Umatilla Electric Cooperative (UEC)

750 W. Elm Ave, Hermiston, OR 97838

541-567-6414

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

Library

Library Card

1. 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 <ul style="list-style-type: none"> a. Self Service b. Staff Completion 	<ul style="list-style-type: none"> a. Free 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
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Miscellaneous Services

1. Printing & Copying – Self Service	\$0.10 per page for black and white	\$0.50 per page for color
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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

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	
Shelter Rental		
❖ Reservations from April 1 st – October 31 st .		
❖ Reservations are closed from November 1 st - March 31 st 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. 6-Hour Rental from:	Resident	Non-Resident
a. 8:00am-2:00pm or	\$50.00	\$75.00
b. 3:00pm-9:00pm		
Includes the use of 8 tables (4 tables for Rotary Shack)		
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. Propane (McKenzie Cook Shack only)	\$20.00	
2. Event Tent 78' x 40'	\$100.00 for 4 hours	
3. Additional Tables	\$20.00 per table	
4. Extra Garbage Can	\$10.00	
5. 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

Accessory Dwelling	
1. Permit- shall be charged upon application for a building permit for an accessory dwelling.	\$200.00
Compliance Reviews	
1. Civic Drawings	\$100.00
2. Zoning Standards Permit Compliance Review	\$25.00
3. Development Agreement Legal Costs (to prep & review agreements)	\$200.00
4. Site Plan Review- New/Initial	\$370.00
5. Site Plan Review- Expansion	\$370.00
Land Use Actions	
1. Annexation	\$700.00
2. Appeal of Planning Commission Decisions	\$375.00
3. Appeal of Planning Department Decision	\$250.00
4. Comprehensive Plan/Plan Map Amendment	\$725.00
5. Conditional Use	\$475.00
6. Historical Landmark Designation	\$475.00
7. Land Partition, Major	\$430.00
8. Land Patrician, Minor	\$230.00
9. Planned Unit Development	\$900.00 + \$10.00 per lot
10. Property Line Adjustment	\$100.00
11. Public Right-of-Way Vacation	\$555.00
12. Subdivision	\$900.00 + \$10.00 per lot
13. Subdivision- Replat	\$500.00 + \$10.00 per lot
14. Variance	\$420.00
15. Variance- Minor	\$225.00
16. Zone Change	\$725.00
Miscellaneous Services	
1. Zoning Letter and Research Fee	\$5.00. If more than 15-mins, charges are as established in "Administration & General Fees" under "Processing Fees"
Planning Department 215 E Gladys Ave, Hermiston, OR 97838 541-667-5010	

Police Department

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 other "Records Request Processing Fees".	\$35.00 per hour- Minimum Charge Fee waived for the first hour of processing
Police Investigation Reports	
1. Digital Copy- Includes: The initial report and supplemental reports completed at the time of request, along with color full-page photographs.	\$20.00
2. Printed Copy- Includes: The initial report, supplemental reports completed at the time of request, along with color photographs in gallery/thumbnail view.	\$20.00, plus \$1.00 per full-page color photos
Discovery	
1. Criminal Offense: Court Appointed Attorney	Free
2. Criminal Offense: Retained Attorney	\$20.00
3. Violation Offense: Digital Standard Packet	\$20.00
4. Violation Offense: Printed Standard Packet	\$20.00 with potential additional "Media" fees
Miscellaneous	
1. Police CAD (Computer Aided Dispatch) Incident report	\$20.00
2. Citation copy	\$5.00
3. Mugshot copy	\$5.00
4. Address/Name Record Check	\$20.00
5. Mailing Services	Actual Cost

Records Request Processing Fees (Does not include other fees)

<p>1. Lengthy Requests (request over 15 mins to complete)</p> <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. 	<p>\$35.00 per hour</p>
<p>2. Attorney Fees</p>	<p>Actual Cost</p>

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

Taxicab Services

Cab Fares

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

WORC Program

1. Hermiston City Senior/Disabled (live and work inside of City limits)	\$20.00 (10 one-way trips)
2. Hermiston City (live and work in City limits)	\$25.00 (10 one-way trips)
3. Hermiston Zip (live or work outside of City limits)	\$32.50 (10 one-way trips)
4. Hermiston Plus (live and work outside of City limits but in Hermiston zip code)	\$57.50 (10 one-way trips)
5. West-End (live and work in Stanfield or Umatilla)	\$90.00 (10 one-way trips)

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

Taxicab Company

Operating Certificate (Charged at the time of application)

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

Taxicab Drivers (Charged at the time of application)

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

Bus Services

1. 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

Account Set-Up (non-refundable)

See "Water Department"

Sewer Usage Calculations Rates Adjusted: March 1, 2022	Monthly Base Rate	Calculated Monthly Usage Rate (per 1,000 Gallons)
1. Residential	\$37.75	\$3.24
2. Commercial	\$37.75	\$3.24

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, 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).

Fines & Penalties

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

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

Commercial Independent Discharge Users

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

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

- ❖ **Usage Rates:** Industrial Users shall pay the same Monthly Base Rate, and Calculated Monthly Usage Rate as identified for Residential and Commercial Users. However, Industrial Users' usage shall be metered monthly, and billed based on their monthly discharge year-round.
- ❖ **Surcharge Rates:** In addition to consumption rates, Industrial Users shall be charged the following surcharge rates.
 1. BOD: \$1.46/lb.
 2. TSS: \$1.56/lb.
 3. Ammonia: \$1.59/lb.

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

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

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

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

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

Street Department

Sidewalk & Driveway Permits

All sidewalk & driveway improvement permits	\$50.00
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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.

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

Swale Alteration Permits

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

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

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

Street Dept. fees are processed by the Building Department

215 E Gladys Ave, Hermiston, OR 97838
541-667-5025

System Development Charges & Connection Permits

A. System Development Charges (SDC's)

Fees are due and payable upon issuance of permit for connection

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

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

Table A-1: Water and Sewer SDC's

Meter Size	Water			Sewer		
	2022	2023	2024	2022	2023	2024
3/4"	\$294.00	\$314.00	\$326.00	\$251.00	\$285.00	\$311.00
1"	\$735.00	\$785.00	\$815.00	\$627.50	\$712.50	\$777.50
1 1/2"	\$1,470.00	\$1,570.00	\$1,630.00	\$1,255.00	\$1,425.00	\$1,555.00
2"	\$2,352.00	\$2,512.00	\$2,608.00	\$2,008.00	\$2,280.00	\$2,488.00
3"	\$4,704.00	\$5,024.00	\$5,216.00	\$4,016.00	\$4,560.00	\$4,976.00
4"	\$7,350.00	\$7,850.00	\$8,150.00	\$6,275.00	\$7,125.00	\$7,775.00
6"	\$14,700.00	\$15,700.00	\$16,300.00	\$12,550.00	\$14,250.00	\$15,550.00
8"	\$23,520.00	\$25,120.00	\$26,080.00	\$20,080.00	\$22,800.00	\$24,880.00
10"	\$36,750.00	\$39,250.00	\$40,750.00	\$31,375.00	\$35,625.00	\$38,875.00

Table A-2: Parks SDC's

❖ Park SDC Fees are not applicable to Commercial Connections

Dwelling Type	Effective SDC Per Home/Unit		
	2022	2023	2024
Single-Family Home	\$450.48	\$515.54	\$565.59
Multi-Family Unit	\$470.14	\$538.05	\$590.28
Mobile Home	\$518.40	\$593.28	\$650.88

Table A-3: Transportation SDC's

Land Use	Unit of Measurement	2022	2023	2024
1. General Light Industrial	1,000 SFGFA	\$63.00	\$129.78	\$198.45
2. Industrial Park	1,000 SFGFA	\$40.00	\$82.40	\$126.00
3. Manufacturing	1,000 SFGFA	\$67.00	\$138.02	\$211.05
4. Warehousing	1,000 SFGFA	\$19.00	\$39.14	\$59.85
5. Mini-Warehouse	1,000 SFGFA	\$17.00	\$35.02	\$53.55
6. Utility	1,000 SFGFA	\$227.00	\$467.62	\$715.05

SYSTEM DEVELOPMENT CHARGES & CONNECTION PERMITS

7.	Specialty Trade Contractor	1,000 SFGFA	\$197.00	\$405.82	\$620.55
8.	Single-Family Detached Housing	Dwelling Units	\$99.00	\$203.94	\$311.85
9.	Multifamily Housing (Low Rise)	Dwelling Units	\$56.00	\$115.36	\$176.40
10.	Mid-Rise Residential with 1st-Floor Commercial	Occupied Dwelling Units	\$37.00	\$76.22	\$116.55
12.	Mobile Home Park	Dwelling Units	\$46.00	\$94.76	\$144.90
13.	Senior Adult Housing-Detached	Dwelling Units	\$30.00	\$61.80	\$94.50
14.	Senior Adult Housing-Attached	Dwelling Units	\$26.00	\$53.56	\$81.90
15.	Congregate Care Facility	Dwelling Units	\$18.00	\$37.08	\$56.70
16.	Assisted Living	1,000 SFGFA	\$48.00	\$98.88	\$151.20
17.	Recreational Homes	Dwelling Units	\$28.00	\$57.68	\$88.20
18.	Timeshare	Dwelling Units	\$63.00	\$129.78	\$198.45
19.	Residential Planned Unit Development	Dwelling Units	\$69.00	\$142.14	\$217.35
20.	Hotel	Rooms	\$60.00	\$123.60	\$189.00
21.	Motel	Rooms	\$38.00	\$78.28	\$119.70
22.	Campground/Recreational Vehicle Park	Acres	\$98.00	\$201.88	\$308.70
23.	Multipurpose Recreational Facility	1,000 SFGFA	\$358.00	\$737.48	\$1,127.70
24.	Multiplex Movie Theater	Movie Screens	\$1,373.00	\$2,828.38	\$4,324.95
25.	Ice Skating Rink	1,000 SFGFA	\$133.00	\$273.98	\$418.95
26.	Soccer Complex	Fields	\$1,643.00	\$3,384.58	\$5,175.45
27.	Health/Fitness Club	1,000 SFGFA	\$345.00	\$710.70	\$1,086.75
28.	Recreational Community Center	1,000 SFGFA	\$231.00	\$475.86	\$727.65
29.	Elementary School	1,000 SFGFA	\$137.00	\$282.22	\$431.55
30.	Middle School/Junior High School	1,000 SFGFA	\$119.00	\$245.14	\$374.85
31.	High School	1,000 SFGFA	\$97.00	\$199.82	\$305.55
32.	Junior/Community College	1,000 SFGFA	\$186.00	\$383.16	\$585.90
33.	Church	1,000 SFGFA	\$49.00	\$100.94	\$154.35
34.	Day Care Center	1,000 SFGFA	\$1,112.00	\$2,290.72	\$3,502.80
35.	Prison	Beds	\$5.00	\$10.30	\$15.75
36.	Fire and Rescue Station	1,000 SFGFA	\$48.00	\$98.88	\$151.20
37.	Library	1,000 SFGFA	\$816.00	\$1,680.96	\$2,570.40
38.	Hospital	1,000 SFGFA	\$97.00	\$199.82	\$305.55
39.	Nursing Home	1,000 SFGFA	\$59.00	\$121.54	\$185.85
40.	Clinic	1,000 SFGFA	\$328.00	\$675.65	\$1,033.20
41.	Animal Hospital/Veterinary Clinic	1,000 SFGFA	\$353.00	\$727.18	\$1,111.95
42.	General Office Building	1,000 SFGFA	\$115.00	\$236.90	\$362.25
43.	Small Office Building	1,000 SFGFA	\$245.00	\$504.70	\$771.75
44.	Single Tenant Office Building	1,000 SFGFA	\$171.00	\$352.26	\$538.65

SYSTEM DEVELOPMENT CHARGES & CONNECTION PERMITS

45.	Medical-Dental Office Building	1,000 SFGFA	\$346.00	\$712.76	\$1,089.90
46.	Government Office Building	1,000 SFGFA	\$171.00	\$352.26	\$538.65
47.	United States Post Office	1,000 SFGFA	\$1,121.00	\$2,309.26	\$3,531.15
48.	Office Park	1,000 SFGFA	\$107.00	\$220.42	\$337.05
49.	Research & Development Center	1,000 SFGFA	\$49.00	\$100.94	\$154.35
50.	Business Park	1,000 SFGFA	\$42.00	\$86.52	\$132.30
51.	Tractor Supply Store	1,000 SFGFA	\$140.00	\$288.40	\$441.00
52.	Construction Equipment Rental Store	1,000 SFGFA	\$99.00	\$203.94	\$311.85
53.	Building Materials & Lumber Store	1,000 SFGFA	\$206.00	\$424.36	\$648.90
54.	Free-Standing Discount Superstore	1,000 SFGFA	\$307.00	\$632.42	\$967.05
55.	Variety Store	1,000 SFGFA	\$451.00	\$929.06	\$1,420.65
56.	Free-Standing Discount Store	1,000 SFGFA	\$401.00	\$826.06	\$1,263.15
57.	Hardware/Paint Store	1,000 SFGFA	\$198.00	\$407.88	\$623.70
58.	Nursery (Garden Center)	1,000 SFGFA	\$694.00	\$1,429.64	\$2,186.10
59.	Nursery (Wholesale)	1,000 SFGFA	\$518.00	\$1,067.08	\$1,631.70
60.	Shopping Center	1,000 SFGFA	\$251.00	\$517.06	\$790.65
61.	Factory Outlet Center	1,000 SFGFA	\$229.00	\$471.74	\$721.35
62.	Automobile Sales (New)	1,000 SFGFA	\$243.00	\$500.58	\$765.45
63.	Automobile Sales (Used)	1,000 SFGFA	\$375.00	\$772.50	\$1,181.25
64.	Recreational Vehicle Sales	1,000 SFGFA	\$77.00	\$158.62	\$242.55
65.	Automobile Parts Sales	1,000 SFGFA	\$280.00	\$576.80	\$882.00
66.	Tire Store	1,000 SFGFA	\$287.00	\$591.22	\$904.05
67.	Tire Superstore	1,000 SFGFA	\$211.00	\$434.66	\$664.65
68.	Supermarket	1,000 SFGFA	\$591.00	\$1,217.46	\$1,861.65
69.	Convenience Market	1,000 SFGFA	\$2,406.00	\$4,956.36	\$7,578.90
70.	Convenience Market with Gasoline Pumps	1,000 SFGFA	\$1,676.00	\$3,452.56	\$5,279.40
71.	Discount Supermarket	1,000 SFGFA	\$662.00	\$1,363.72	\$2,085.30
72.	Discount Club	1,000 SFGFA	\$263.00	\$541.78	\$828.45
73.	Farmers Market	Acres	\$17,984.00	\$37,047.04	\$56,649.60
74.	Wholesale Market	1,000 SFGFA	\$176.00	\$362.56	\$554.40
75.	Sporting Goods Superstore	1,000 SFGFA	\$202.00	\$416.12	\$636.30
76.	Home Improvement Superstore	1,000 SFGFA	\$135.00	\$278.10	\$425.25
77.	Electronics Superstore	1,000 SFGFA	\$256.00	\$527.36	\$806.40
78.	Toy/Children's Superstore	1,000 SFGFA	\$500.00	\$1,030.00	\$1,575.00
79.	Baby Superstore	1,000 SFGFA	\$182.00	\$374.92	\$573.30
80.	Pet Supply Superstore	1,000 SFGFA	\$355.00	\$731.30	\$1,118.25
81.	Office Supply Superstore	1,000 SFGFA	\$277.00	\$570.62	\$872.55
82.	Book Superstore	1,000 SFGFA	\$1,583.00	\$3,260.98	\$4,986.45
83.	Discount Home Furnishing Superstore	1,000 SFGFA	\$157.00	\$323.42	\$494.55

SYSTEM DEVELOPMENT CHARGES & CONNECTION PERMITS

84.	Bed & Linen Superstore	1,000 SFGFA	\$222.00	\$457.32	\$699.30
85.	Department Store	1,000 SFGFA	\$195.00	\$401.70	\$614.25
86.	Apparel Store	1,000 SFGFA	\$412.00	\$848.72	\$1,297.80
87.	Arts & Crafts Store	1,000 SFGFA	\$621.00	\$1,279.26	\$1,956.15
88.	Pharmacy/Drugstore without Drive-Through Window	1,000 SFGFA	\$400.00	\$824.00	\$1,260.00
89.	Pharmacy/Drugstore with Drive-Through Window	1,000 SFGFA	\$525.00	\$1,081.50	\$1,653.75
90.	Marijuana Dispensary	1,000 SFGFA	\$2,183.00	\$4,496.98	\$6,876.45
91.	Furniture Store	1,000 SFGFA	\$24.00	\$49.44	\$75.60
92.	Beverage Container Recycling Depot	1,000 SFGFA	\$1,010.00	\$2,080.60	\$3,181.50
93.	Medical Equipment Store	1,000 SFGFA	\$124.00	\$255.44	\$390.60
94.	Liquor Store	1,000 SFGFA	\$1,637.00	\$3,372.22	\$5,156.55
95.	Walk-in Bank	1,000 SFGFA	\$1,213.00	\$2,498.78	\$3,820.95
96.	Drive-in Bank	1,000 SFGFA	\$1,329.00	\$2,737.74	\$4,186.35
97.	Hair Salon	1,000 SFGFA	\$145.00	\$298.70	\$456.75
98.	Copy, Print, and Express Ship Store	1,000 SFGFA	\$742.00	\$1,528.52	\$2,337.30
99.	Drinking Place	1,000 SFGFA	\$1,136.00	\$2,340.16	\$3,578.40
100.	Food Cart Pod	Food Carts	\$308.00	\$634.48	\$970.20
101.	Fast Casual Restaurant	1,000 SFGFA	\$1,413.00	\$2,910.78	\$4,450.95
102.	Quality Restaurant	1,000 SFGFA	\$437.00	\$900.22	\$1,376.55
103.	High-Turnover (Sit-Down) Restaurant	1,000 SFGFA	\$557.00	\$1,147.42	\$1,754.55
104.	Fast-Food Restaurant without Drive-Through Window	1,000 SFGFA	\$2,834.00	\$5,868.04	\$8,927.10
105.	Fast-Food Restaurant with Drive-Through Window	1,000 SFGFA	\$1,634.00	\$3,366.04	\$5,147.10
106.	Fast-Food Restaurant with Drive-Through Window and No Indoor Seating	1,000 SFGFA	\$4,265.00	\$8,785.90	\$13,434.75
107.	Coffee/Donut Shop without Drive-Through Window	1,000 SFGFA	\$3,631.00	\$7,479.86	\$11,437.65
108.	Coffee/Donut Shop with Drive-Through Window	1,000 SFGFA	\$4,338.00	\$8,936.28	\$13,664.70
109.	Coffee/Donut Shop with Drive-Through Window and No Indoor Seating	1,000 SFGFA	\$917.00	\$1,889.02	\$2,888.55
110.	Bread/Donut/Bagel Shop without Drive-Through Window	1,000 SFGFA	\$2,800.00	\$5,768.00	\$8,820.00
111.	Bread/Donut/Bagel Shop with Drive-Through Window	1,000 SFGFA	\$1,902.00	\$3,918.12	\$5,991.30
112.	Quick Lubrication Vehicle Shop	1,000 SFGFA	\$870.00	\$1,792.20	\$2,740.50
113.	Automobile Care Center	1,000 SFGFA	\$311.00	\$640.66	\$979.65
114.	Automobile Parts and Service Center	1,000 SFGFA	\$226.00	\$465.56	\$711.90
115.	Gasoline/Service Station	Vehicle Fueling Positions	\$814.00	\$1,676.84	\$2,564.10
116.	Gasoline/Service Station with Convenience Market	Vehicle Fueling Positions	\$616.00	\$1,268.96	\$1,940.40

SYSTEM DEVELOPMENT CHARGES & CONNECTION PERMITS

117.	Self-Service Car Wash	Wash Stalls	\$554.00	\$1,141.24	\$1,745.10
118.	Automated Car Wash	Car Wash Tunnels	\$7,750.00	\$15,965.00	\$24,412.50
119.	Car Wash and Detail Center	Wash Stalls	\$1,360.00	\$2,801.60	\$4,284.00
120.	Truck Stop	Vehicle Fueling Positions	\$841.00	\$1,732.46	\$2,649.15
121.	Super Convenience Market/Gas Station	Vehicle Fueling Positions	\$2,296.00	\$4,729.76	\$7,232.40
122.	Winery	1,000 SFGFA	\$731.00	\$1,505.86	\$2,302.65
123.	Accessory Dwelling Units	Dwelling Units	\$30.00	\$61.80	\$94.50

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
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
215 E Gladys Ave, Hermiston, OR 97838
541-667-5025

Transient Room Tax

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

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

1. 1 to 6 consecutive days of occupancy by the same person	8%
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

Account Set-Up (non-refundable)

Water and/or Sewer, with or without Garbage Services	\$25.00		
Water Usage Calculations (per 1,000 gallons)	Base Rate	0-15,000 Gallons	>15,000 Gallons
Rates Adjusted: March 1, 2022			
1. Residential	\$32.37	\$0.54	\$3.76
2. Commercial	\$32.37	\$0.54	\$3.76

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, 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).

Fines & Penalties

1. Late/Delinquent Payments: All unpaid bills & charges for water, sewer & garbage services, not paid within 10 days of issuance of statement.	Additional 5% imposed on the gross combined billing
2. Disconnection/Reconnection (combined fee): Due to non-payment and/or failure to comply with water shortage emergency regulations	\$20.00
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 	\$25.00 per occurrence, plus any additional charges for repairs or replacements due to damage(s)

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

Water Meter Inspection

Consumer requested inspection & testing of meter	\$15.00
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Miscellaneous Services

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

235 E Gladys Ave, Hermiston, OR 97838

541-567-5521



Where Life is Sweet

Members of Committees and Boards
STAFF REPORT
For the Meeting of July 11, 2022

Title/Subject

Resolution No. 2232 To Supplement FY2023 Budget

Summary and Background

Resolution No. 2232 authorizes creation of the IT Fund, authorizes appropriations and expenditures of \$670,800 in the IT Fund, and authorizes inter-fund transfers in four funds. Exhibit A (attached) provides additional detail regarding these requests.

Tie-In to Council Goals

Fiscal Prudence

Fiscal Information

03 - General Fund

Authorize reduction in expenditures in Non-Departmental by \$157,000; Authorize transfer of \$157,000 to IT Fund. Decrease Non-Dept \$157,000, Increase Transfers Out by \$157,000.

04 - Street Fund

Authorize reduction in expenditures in Materials & Services by \$4,000; Authorize transfer of \$4,000 to IT Fund. Decrease Materials & Services by \$4,000. Increase Transfers Out by \$4,000.

06 - Utility Fund

Authorize reduction in expenditures in Materials & Services by \$44,000; Authorize transfer of \$44,000 to IT Fund. Decrease Materials & Services \$44,000. Increase Transfers Out \$44,000.

13 - HES Fund

Authorize reduction in expenditures in Materials & Services by \$5,000; Authorize transfer of \$5,000 to IT Fund. Decrease Materials & Services \$5,000. Increase Transfers Out \$5,000.

26 - IT Fund

Authorize appropriation of \$670,800 in resources and expenditures for IT operations. Increase Service Charges \$460,800; Increase Transfers In \$210,000; Increase Personnel Services \$579,114; Increase Materials & Services \$82,686; Increase Capital Outlay \$9,000.

Alternatives and Recommendation**Alternatives**

1. Do not supplement the FY2023 Budget
2. Supplement the FY2023 Budget in that amount of \$670,800 as presented.
3. Supplement the FY2023 Budget by a different amount.

Recommended Action/Motion

Staff recommends Resolution No. 2232 be approved as presented.

Request a motion to adopt Resolution No. 2232

Submitted By:

Mark Krawczyk

RESOLUTION NO. 2232

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

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

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

1. That due to the conditions listed in Exhibit A that were not known at the time the budget was prepared, the total budget for the City of Hermiston for the fiscal period beginning July 1, 2022 is hereby supplemented in the amount of **\$670,800**. The amounts for the purposes shown below are hereby appropriated:

Supplementing the Budget
GENERAL FUND

Requirements:	
Other Professional Services	(75,000)
Misc. Contractual	(82,000)
Transfer to IT Fund	157,000
Total Requirements:	0

STREET FUND

Requirements:	
Other Professional Services	(2,000)
Misc. Contractual	(2,000)
Transfer to IT Fund	4,000
Total Requirements:	0

UTILITY FUND

Requirements:	
Other Professional Services	(9,000)
Misc. Contractual	(20,000)
Transfer to IT Fund	29,000
Other Professional Services	(15,000)
Transfer to IT Fund	15,000
Total Requirements:	0

HERMISTON ENERGY SERVICES FUND

Requirements:	
Other Professional Services	(5,000)
Transfer to IT Fund	5,000
Total Requirements:	0

IT FUND

Requirements:	
Personnel Services	579,114
Materials & Services	91,686
Total Requirements:	670,800

Total Appropriations 670,800

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

PASSED by the Common Council this 11th day of July, 2022.

SIGNED by the Mayor this 11th day of July, 2022.

Dr. David Drotzmann, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER

Fund No.	Description	2022-23 Adopted Budget	Budget Supp #1 Res #	2022-23 Amended Budget
2	Bonded Debt Fund	634,018	-	634,018
3	General Fund	16,705,588	-	16,705,588
4	Street Fund	1,843,007	-	1,843,007
5	Transient Room Tax Fund	998,800	-	998,800
6	Utility Fund	11,806,391	-	11,806,391
7	Recreation Fund	-	-	#REF!
8	Reserve Fund	15,468,683	-	15,468,683
10	Muni Court Fund	-	-	-
11	Misc Spec Rev Fund	141,000	-	141,000
12	Conference Ctr Fund	-	-	-
13	Energy Services Fund	12,495,134	-	12,495,134
15	Regional Water Fund	1,874,653	-	1,874,653
19	Christmas Express	35,000	-	35,000
20	Law Enforcement Fund	84,014	-	84,014
21	Library Fund	33,000	-	33,000
22	Revenue Bonded Debt	-	-	-
23	Enterprise Zone Project Fund	1,648,699	-	1,648,699
25	EOTEC Operations	627,793	-	627,793
26	IT Fund	-	670,800	670,800
32	Sr Center Const Fund	-	-	-
33	2016 FF&C- ELECTRIC	-	-	-
34	2017 FF&C - Sewer & Water	-	-	-
35	2017 FF&C - HURA	-	-	-
37	CITY HALL CONSTRUCTION FUND	877,836	-	877,836
38	LID Fund	-	-	-
Total		65,273,616	670,800	65,944,416

	2022-23 Adopted Budget	Budget Supp #1 Res #	2022-23 Amended Budget
03 GENERAL FUND			
Taxes & Assessments	6,786,900	-	6,786,900
Licenses & Franchises	1,434,800	-	1,434,800
Fines & Penalties	400,000	-	400,000
Interest	15,000	-	15,000
From Other Agencies	3,012,500	-	3,012,500
Service Charges	1,904,000	-	1,904,000
Other	105,000	-	105,000
Transfers In	1,945,689	-	1,945,689
Cash Forward	1,101,699	-	1,101,699
Total Resources	16,705,588	-	16,705,588
City Council	67,027	-	67,027
Manager/Legal	1,010,363	-	1,010,363
City Planning	431,372	-	431,372
Finance	654,929	-	654,929
Court	833,378	-	833,378
Transportation	297,000	-	297,000
Airport	339,000	-	339,000
Building Inspection	600,157	-	600,157
Parks	731,981	-	731,981
Landscaping	66,861	-	66,861
Pool	585,615	-	585,615
Municipal Building	145,173	-	145,173
Library	1,024,415	-	1,024,415
Recreation	874,159	-	874,159
Community Center	256,122	-	256,122
Harkenrider Center	64,064	-	64,064
Public Safety Building	62,000	-	62,000
Police Operations	6,169,885	-	6,169,885
Transfers Out:			
Bonded Debt Fund	208,819	-	208,819
Reserve Fund	450,000	-	450,000
LID Fund	-	-	-
Sr. Center Const Fund	-	-	-
IT fund	-	157,000	157,000
Capital Outlay	-	-	-
Non-Departmental	1,322,174	(157,000)	1,165,174
Debt Service	457,825	-	457,825
Contingency	53,269	-	53,269
Unappropriated Ending Fund Bal	-	-	-
Reserve for Future Expenditure	-	-	-
Total Requirements	16,705,588	-	16,705,588

	2022-23 Adopted Budget	Budget Supp #1 Res	2022-23 Amended Budget
04 STREET FUND			
From Other Agencies	1,805,168	-	1,805,168
Transfers In	-	-	-
Cash Forward	37,839	-	37,839
Total Resources	1,843,007	-	1,843,007
Personal Services	643,037	-	643,037
Materials & Services	885,150	(4,000)	881,150
Capital Outlay	20,000	-	20,000
Transfers Out:			
General Fund	164,619	-	164,619
Reserve Fund	100,201	-	100,201
IT Fund	-	4,000	4,000
Contingency	30,000	-	30,000
Reserve for Future Expenditure	-	-	-
Total Requirements	1,843,007	-	1,843,007

	2022-23 Adopted Budget	Budget Supp #1 Res	2022-23 Amended Budget
06 UTILITY FUND			
Taxes & Assessments	-	-	-
Interest	-	-	-
Service Charges	10,398,000	-	10,398,000
Transfers In	377,500	-	377,500
Cash Forward	1,030,891	-	1,030,891
Total Resources	11,806,391	-	11,806,391
Sewer	2,546,281	(44,000)	2,502,281
Water	2,266,372	-	2,266,372
Capital outlay	-	-	-
Transfers Out:			
Bonded Debt Fund	-	-	-
General Fund	585,585	-	585,585
Reserve Fund	2,142,000	-	2,142,000
IT Fund	-	44,000	44,000
Debt Service	2,109,850	-	2,109,850
Contingency	2,156,303	-	2,156,303
Total Requirements	11,806,391	-	11,806,391

	2022-23 Adopted Budget	Budget Supp #1 Res	2022-23 Amended Budget
13 HES FUND			
Interest	10,000	-	10,000
Service Charges	9,800,000	-	9,800,000
Transfers In	-	-	-
Cash Forward	2,685,134	-	2,685,134
Total Resources	12,495,134	-	12,495,134
Personnel Services	200,807	-	200,807
Materials & Services	7,707,683	(5,000)	7,702,683
Capital Outlay	800,000	-	800,000
Transfers Out:			
General Fund	165,690	-	165,690
Reserve Fund	-	-	-
Bonded Debt Fund	-	-	-
IT Fund	-	5,000	5,000
Debt Service	1,071,250	-	1,071,250
Contingency	2,549,704	-	2,549,704
Reserve for Future Expenditures	-	-	-
Total Requirements	12,495,134	-	12,495,134

	2022-23 Adopted Budget	Budget Supp #1 Res	2022-23 Amended Budget
26 IT FUND			
From other Agencies	-	-	-
Service Charges	-	460,800	460,800
Other Misc. Revenue	-	-	-
Transfers In	-	210,000	210,000
Cash Forward	-	-	-
Total Resources	-	670,800	670,800
Personnel Services	-	579,114	579,114
Materials & Services	-	82,686	82,686
Capital Outlay	-	9,000	9,000
Debt Service	-	-	-
Reserve for Future Expenditures	-	-	-
Total Requirements	-	670,800	670,800

Total Budget	65,273,616	670,800	65,944,416
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Total Appropriations	65,273,616	670,800	65,944,416
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Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of **July 11, 2022**

Title/Subject

Resolution 2233- Infrastructure Finance Search Authorization

Summary and Background

City staff has begun to search in earnest for a financing partner to help provide the upfront cash necessary to install water, sewer, and park infrastructure for the 1,300 housing unit Prairie Meadows development on Feedville Road. This resolution will serve as documentation to potential lenders that the City Council has delegated authority to the City Manager to submit application materials for borrowing the necessary funds. However, this resolution does not authorize the actual acceptance of any loans. Final acceptance of any loans will still need to come back to City Council for authorization.

The specific lending partner staff is pursuing is Business Oregon’s Infrastructure Finance Authority, which also loaned the City \$4.5M for construction of the NE Water Tower recently. City staff has been in contact with regional Business Oregon staff since early 2022 to make them aware that a request would be on the way. Those conversations have allowed this request to finally make it’s way through the initial screening processes with IFA to the point of receiving an invitation to apply on June 28. On June 30, City Staff was notified that the rate on the 30-year loan would climb from 2.53% to 3.43% on July 1; which would increase total interest paid over the life of the loan by approximately \$2M. City Staff quickly completed the enclosed application and submitted it on June 30, which locks-in the borrowing rate at 2.53% if our loan application progresses, an offer is extended, and Council chooses to accept the final terms.

In the end, staff doesn’t expect this application to make it before the IFA Board until January, 2023, at which time, many of the various financing components will be much more clear, and at that time, Council can still choose to turn down a loan offer and walk away.

Tie-In to Council Goals

Goal #7- Fund infrastructure improvements to support new housing and enhance livability

Fiscal Information

Approval of this resolution will have no fiscal impact on the City. This resolution is to that staff can quickly and effectively work with lending partners in finalizing terms of a potential loan offer from IFA.

The application requests \$12.5M in loan funding from IFA to design and construct:

- \$1.7M Water Transmission Main
- \$771K Booster Pump Upgrade
- \$2.8M Sewer Transmission Main
- \$3.7M Water Storage Tower (2MG)
- \$2.5M Community Park

It is anticipated that the debt will be covered by a combination of repayment methods. It is anticipated that an Urban Renewal Area will be created for this area, and that a marginal component of the increased property tax revenue will go toward covering the debt. However, Urban Renewal starts off with very little revenue. Therefore, it is expected that in order to cover the cash-flow gap, a Development Agreement will be executed with the developer, whereby the developer is required to cover the annual margin between what is owed on this loan, and how much revenue is generated by the urban renewal area. Finally, as a fail-safe backup, the water and sewer utility fund’s revenues are being pledged to guarantee the loan.

It is not anticipated that the developer will default, resulting in the Utility Fund having to step in and cover the debt. However, I would point out two things:

1. The bulk of the improvements, the water booster, transmission, and storage, are all set up in such a way that they can provide stored water capacity to the entire city. The 2019 Water System Master Plan notes a need for an additional 4 million gallons of stored water by 2038 to accommodate growth. Therefore, it would not be a stranded investment.
2. The Pro-Forma included in the application clearly shows that the Utility Fund can absorb the annual debt service of a 30-year \$12.5M loan, while maintaining our current pace of Capital Improvement Projects.

Alternatives and Recommendation

Alternatives

1. Approve Resolution 2233
2. Reject Resolution 2233

Recommended Action/Motion

Approve Resolution 2233

Submitted By:

Mark Morgan, Assistant City Manager

RESOLUTION NO. 2233

A RESOLUTION SUPPORTING THE APPLICATION TO BUSINESS OREGON FOR INFRASTRUCTURE FINANCING AND TO AUTHORIZE THE CITY MANAGER OR DESIGNEE TO SIGN ALL NECESSARY DOCUMENTS ON BEHALF OF THE CITY

WHEREAS, the City of Hermiston (City) City Council Annual Goal #7 calls to fund infrastructure improvements to support new housing and enhance livability; and

WHEREAS, City staff has been working with an interested private developer on a potential 1300 housing unit development located on Feedville Road for many years, however, a major challenge to development of the site is the cost of extending infrastructure; and

WHEREAS, Business Oregon through its Infrastructure Finance Authority provides loans to cities for infrastructure development; and

WHEREAS, City staff believe it is in the best interest of the City to apply to Business Oregon for a loan for infrastructure improvements to support new housing and enhance livability.

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

1. That the City Manager or designee is authorized to apply to Business Oregon for potential infrastructure financing.
2. That the City Manager or designee are authorized to sign all necessary documents on behalf of the City to apply.
3. That pursuant to ORS 221.310(3), that this resolution is effective immediately upon its passage.

PASSED by the Common Council this 11th day of July, 2022.
SIGNED by the Mayor this 11th day of July, 2022.

Dr. David Drotzmann, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER

General Application

775 Summer St NE, Suite 200
Salem, OR 97301-1280

Applicant

City of Hermiston 93-6002182
Name Federal Tax ID Number

180 NE 2nd St., Hermiston, OR 97838 Same
Street Address Mailing Address

Organization Type:

City County Special District under ORS _____ Port District under ORS _____ Tribe

Mark Morgan Assistant City Manager
Contact Name Title
(Person we should contact with project questions)

(541) 567-5521 (541)567-5530 mmorgan@hermiston.or.us
Phone Number Fax Number Email Address

Representation (Information may be found at www.leg.state.or.us/findlegsltr)

29 Bill Hansell
Senate District Number Senator's Name

57 Greg Smith
House District Number Representative's Name

Project Information

Hermiston Urban Renewal Area (HURA) Utility & Park Improvements
Project Name: (e.g., Stayton Water System Improvements)

Opportunity/Problem

Briefly describe the opportunity or problem facing the applicant:
Hermiston has a large 353 acre tract of residentially zoned land which was brought in to the Urban Growth Boundary in 2004, but faces a significant obstacle for development due to it's distance from utilities. As the City has continued it's strong growth pattern, it is bumping against the limits of remaining well-served residential land available for housing growth; while this 353 acres works against any potential for UGB expansions.

Response to Opportunity/Problem

Briefly describe the major alternatives considered to address this opportunity or problem:
The City has been working with a developer since 2018 to plan for necessary utility upgrades and establish an Urban Renewal District to finance the utility upgrades and stimulate the development of 1,352 units of housing to serve the community's growing workforce needs.

Detailed Project Description

Clearly describe the proposed project work to be accomplished:

The project will develop a new 2 million gallon Water Storage tank, 6,000 linear foot water transmission main, 5,300 linear foot sewer main, increased water booster pump capacity, and develop 48 acres of new parks, trails, and open space.

Project Work Plan

List project activity milestones with estimated start and completion dates. Identify estimated date of first cash draw:

Activity	Estimated Date	
	Start	Completion
Design Engineering	Jan 1, 2023	Oct 31, 2023
Bidding & Contract Award	Nov 1, 2023	Dec 31, 2023
Construction	Jan 1, 2024	Jun 30, 2025

Estimated First Draw Date: Jan 1, 2023

Project Budget

List individual project budget line items with requested budgeted amounts by IFA and non-IFA funding sources. Change budget column labels to identify the specific requested IFA funding sources. Non-IFA sources are those funds other than those requested from IFA.

Please be aware that the award loan amount will be subject to a less than 1% issuance fee if the loan is included in the Oregon Bond Bank. Please contact Business Oregon for additional information.

Budget Line Item (Adjust budget items to suit the project) <i>Below are general items most used</i>	IFA Funding		Non-IFA	Total
	Source 1	Source 2	Funds	
Engineering/Architecture	\$794,500	\$0	\$0	\$794,500
Construction	7,938,000			7,938,000
Construction Contingency	1,589,000			1,589,000
Land Acquisition				0
Legal				0
Construction Management	794,500			794,500
Other Permitting/Envir./Cultural	372,000			372,000
Other Inflation to 2024 @ 4%/yr	1,045,200			1,045,200
Other (Specify)				0
Other (Specify)				0
Totals	12,533,200	0	0	12,533,200

Details of Non-IFA Funds

Source of Non-IFA Funds	Amount	Status: C-Committed, A-Application S-Submitted, AI-Application Invited, PS-Potential Source	Dates Required Funds will be Committed and Available
	\$0		
Totals	0		

If "Non-IFA funds" include USDA Rural Development funding that will require interim financing, please indicate the source of the interim financing.

General Certification

I certify to the best of my knowledge all information, contained in this document and any attached supplements, is valid and accurate. I further certify that, to the best of my knowledge:

- 1. The application has been approved by the governing body or is otherwise being submitted using the governing body's lawful process, and
- 2. Signature authority is verified.

Check one:

- Yes, I am the highest elected official. (e.g., Mayor, Chair or President)
- No, I am not the highest elected official so I have attached documentation that verifies my authority to sign on behalf of the applicant. (Document such as charter, resolution, ordinance or governing body meeting minutes must be attached.)

The department will only accept applications with proper signature authority documentation.

Mark Morgan
Signature

Mark Morgan
Printed Name

6/30/22
Date

Asst. City Manager
Printed Title

FOR BUSINESS OREGON USE ONLY

Concept Number _____

Intake Approval Date _____

Project Type:

- Planning
- Design
- Construction
- Design & Construction
- Other:

Applicant: **City of Hermiston**

Project Name: **Hermiston Urban Renewal Area (HURA) Utility & Park Improvements**

Section I: Property Acquisition / Ownership / Operation

- A. Is the project a “Development Project” for the acquisition, improvement, construction, demolition or redevelopment of municipally owned utilities, buildings, land, transportation facilities, or other facilities that assist the economic and community development of the municipality? Yes No

If yes, answer questions B. through E. of this section. If no, please contact your Regional Development Officer.

- B. What is the physical location of the project?

353 Acres in Hermiston, near OR207 and Feedville Road

- C. Will the applicant own the facility / improvements once constructed? Yes No

If no, explain:

- D. Will the applicant operate and maintain the facility / improvements once constructed? Yes No

If no, describe:

- E. Does the project include any acquisition of real property, including permanent easements and rights-of-way, which are directly related to or necessary for the project? Yes No

*If yes, describe: **ROW for Utility Mains, Water Tower Site, & Park Site all to be dedicated at no cost by private developer to City of Hermiston.***

- F. Does the project include the purchase of motor vehicle(s)? Yes No

If yes, describe:

- G. Does the project include the purchase of any other equipment which is *not* directly related to or necessary for the project? Yes No

If yes, describe:

- H. Will a private entity or business have a special legal entitlement to the project? (e.g., through either a transfer of, or partnership in ownership, a lease, management contract, special user rates or development fees, or priority for use) Yes No

If yes, describe:

Section II: Project Results

Please answer each of the following items and provide a brief explanation below for each item marked "Yes."

A. Will the project result in direct job creation or retention of permanent industrial or commercial jobs within two years of completion of the project? Yes No
Skip to question B.

1. Is the project a "firm business commitment" project in response to a specific business development, expansion or retention proposal where assistance is necessary to enable the proposal to proceed? Yes No

If yes, describe:

2. Does the "firm business commitment" project include industrial or commercial jobs for traded sector businesses, e.g., those selling goods or services in markets for which national or international competition exists? Yes No

If yes, describe:

3. Will the identified business be relocating from another part of the state? Yes No
If yes, describe:

B. Will the project result in business growth or expansion that would not occur in Oregon without an investment from the Special Public Works Fund? Yes No

If yes, describe: **This project will enable the construction of 1,300 housing units, which is expected to take approximately 20-30 years to fully build-out, based on market absorption. This construction of 40-60 homes per year over such a long time-horizon will have the defacto effect of creating "permanent" construction jobs for carpenters, plumbers, electricians, etc. Without this investment, it is likely that many of these homes would be built in Kennewick or Richland, Washington.**

C. Will the project include improvement, expansion or new construction of **infrastructure** systems necessary to maintain usable industrial and commercial lands? Yes No

If yes, explain: **Construction of a 2MG water storage tank in SW Hermiston is identified as a critical need in the 2019 Water System Master Plan within the next 10 years to accommodate generalized growth throughout the City. The location of this reservoir will allow all business & industrial lands within the City to benefit from this stored water capacity.**

- D. Will the project support future industrial growth and commercial enterprise to create or retain employment opportunities with **buildings, land or other facilities**? Yes No

If yes, explain: **Hermiston was one of 2 finalist sites for the 250 employee Autozone Distribution Center in 2016. When we lost it to Pasco, WA, the justification given was that we "lacked available workforce." Meanwhile, the Hermiston area sees a net inflow from Benton & Franklin Counties (WA) of approximately 1,000 workers on a daily basis. We simply need more homes in Hermiston, at all income levels, to be able to help Eastern Oregon legitimately compete for larger commercial & industrial development opportunities.**

- E. Is the project necessary to encourage **economic revitalization** in an urban or rural area where economic growth is prevented by existing conditions, such as an absence of community facilities, developable industrial or commercial land, or lack of capacity in infrastructure systems? Yes No

If yes, explain: **This 353 acre site has sat undeveloped within the Hermiston UGB since 2004, entirely due to a lack of nearby water and sewer infrastructure. As Hermiston runs out of developable residential land within it's UGB, it is critical for the continued growth of the community to be able to develop those lands already located within it.**

- F. Will the project promote or contribute to the economic and community development goals of the municipality? Yes No

If yes, explain: **Additional Housing has been one of the Hermiston City Council's annual goals every year since 2017. The decennial update of the community's 20-year vision, with significant community outreach, also included additional housing and housing affordability as top priorities of the community when adopted by the City Council in 2022.**

- G. Will the project provide the local match for an **emergency project** receiving federal disaster relief? Yes No

If yes, briefly describe the emergency project activities:

Note: *Attach copies of the FEMA approved "Project Worksheets" as Attachment Q.*

- H. Will the project result in the restoration, rehabilitation or new construction of essential community facilities that provide support services to public health and safety, including but limited to police and fire protection, medical treatment, public utilities, transportation and auxiliary shelter facilities? Yes No

If yes, explain: **This project will increase Hermiston's stored water capacity by approximately 20%, which is critical in the event of a significant sustained power outage.**

- I. Is the project one of the special types of development projects listed in OAR 123-042-0038 - land acquisition only; a privately owned railroad; telecommunication system; energy system; marine facility; or a utility system connected to another municipality's utility system? Yes No

If yes, explain:

Section III: Additional Project Information

- A. What is the estimated useful life of the improvements included in the project?
50 Years
- B. Is there documentation of substantial local commitment to the project's success? Yes No

If yes, describe (public hearings held; project is included entity's adopted budget, CIP, master plan; private partnership or foundations are involved in funding project, et cetera):

Improvements are included in the 2019 Water System Master Plan and the 2020 Sewer Collection System Master Plan.

- C. Please list the permits and regulatory authorizations needed for the project to be ready to proceed with construction and indicate whether they have been obtained or not.

Permit Type	Review Agency	Status of Approval	If pending, anticipated approval date
		<input type="checkbox"/> Obtained <input type="checkbox"/> Pending	
		<input type="checkbox"/> Obtained <input type="checkbox"/> Pending	
		<input type="checkbox"/> Obtained <input type="checkbox"/> Pending	
		<input type="checkbox"/> Obtained <input type="checkbox"/> Pending	

For Drinking Water System Improvement Projects Only

- D. Water system identification number: **41-00372**
- E. Are all service connections to your drinking water system metered? Yes No
If yes, skip to question "F" below.
If no, has a plan been adopted to install the meters? Yes No
- F. If a plan has been adopted, describe:

Section IV: Financial Information

- A. Are user rates for the project-funded utility system(s) expected to change in the next five years? Yes No
*If yes, describe: **Automatic annual increases tied to a 3yr average of CPI.***

B. What sources of revenue are being pledged to repay a loan?

Urban Renewal TIF, backed-up by Utility Fund

C. Is other debt serviced or secured by those revenues? Yes No

If yes, is the other debt described in the applicant's audit reports? Yes No

If the other debt is not described in the audit report, refer to the specific authorization, such as an ordinance or resolution. List below and attach a copy as **Attachment N**.

Lender	Amount of Note	Year Incurred

D. Has the applicant ever defaulted on a debt? Yes No

If yes, provide a complete summary of the circumstances related to the default:

E. Is there actual/pending litigation that could impair the applicant's ability to repay debt? Yes No

If yes, describe:

Section V: Budget Information

A. Does the project budget (as included on the General Application) propose direct project management expenses? Yes No

(Direct project management is defined as expenses that will be incurred that are directly related to and necessary solely to support or manage project activities and are not routine or ongoing expenses of the municipality or expenses for current staff that are already included in the municipality's adopted budget.)

If yes, describe how the direct project management services will be provided:

Anderson Perry Engineering will provide all Construction Management & oversight of the project during construction.

B. A current engineer's cost estimate must be included as **Attachment U**. Who prepared the cost estimates for the project?

Note: *To be considered current, the cost estimate must have been completed within the past 6 months.*

Name: **Joshua Lott, P.E.**
 Title: **Project Engineer I**
 Company: **Anderson Perry & Associates, Inc.**
 Phone Number: **541-963-8309**
 Date of project cost estimate: **April, 2022**

- C. Will reimbursement be requested from the IFA for any directly related project expenses that have been, or will be, incurred **prior to an award**? Yes No

If yes, identify and describe the amount and type of pre-award expenses below:

Note: Pre-award expenses must be included as a separate line-item in the project budget in the General Application Form.

1. Preliminary design or engineering incurred within the past 12 months? Yes No

If yes, describe:

2. Construction activities, including land acquisition, site preparation, mobilization and similar costs incident to commencement of construction? Yes No

If yes, describe:

3. Other activities necessary to allow the project to proceed? Yes No

If yes, describe:

4. Are pre-award expenses **less than 20%** of the total cost of the project? Yes No

If no, describe:

Attachments

	Attachment Description	For IFA Use (X Attached?)
Required with all applications	A Documentation from the appropriate entity (city or county planning department) that indicates that the project is consistent with the acknowledged local comprehensive plan.	<input type="checkbox"/>
	B Map(s) showing the location of the project, including tax lots / parcels and road widths, etc.	<input type="checkbox"/>
	C The preliminary architectural / engineering / planning work or study conducted to determine the feasibility of the proposed building, utility system or other improvements. The documents must be certified by a professional architect / registered engineer licensed in Oregon.	<input type="checkbox"/>
	D Applicant's adopted budget.	<input type="checkbox"/>
	E Applicant's last three audit reports (if not available at the Secretary of State website: http://www.sos.state.or.us)	<input type="checkbox"/>
	F List the ten largest property tax payers in the applicant's jurisdiction, their type of business, local taxes and current assessed value. If net revenues from your drinking water and/or sewer system will be pledged to repay the loan, also complete the "Summary of Users, Consumption and Rates" and "System's Ten Largest Customers" tables for the applicable system(s) (see Attachment F).	<input type="checkbox"/>
	G A Schedule of Pro Forma Revenues and Expenditures for the applicable fund(s) that will be pledged to repay the loan for each of the next five years and any underlying assumptions used in the Applicant's adopted budget (see Attachment G).	<input type="checkbox"/>
	U Current engineer's cost estimate (see Section 5 B).	<input type="checkbox"/>
Check If Applicable	Check box at left and include any of the following attachments that are applicable to the project proposal	
<input checked="" type="checkbox"/>	H If the project is for improvement or expansion of a drinking water and/or sewer system, submit a copy of the Water System Master Plan or Wastewater Facilities Plan for the system(s).	<input type="checkbox"/>
<input checked="" type="checkbox"/>	I If the project is for improvement or expansion of a drinking water system and/or sewer system, attach a copy of the current rate schedule, including rates for System Development Charges (SDCs).	<input type="checkbox"/>
<input checked="" type="checkbox"/>	J If the project is for improvement or expansion of a drinking water and/or sewer system, attach a copy of the most recent resolution or ordinance that adopts the current rate schedule.	<input type="checkbox"/>
<input type="checkbox"/>	K If the project overlaps municipal boundaries, attach an executed copy of an intergovernmental cooperation agreement that sets out the duties and obligations of each entity.	<input type="checkbox"/>
<input type="checkbox"/>	L If project includes a firm business commitment where permanent jobs will be created or retained, submit the "Job Creation and Retention and Average Wages" form completed by the business (see Attachment L).	<input type="checkbox"/>
<input type="checkbox"/>	M If available, the plans and specifications for the project.	<input type="checkbox"/>

<input type="checkbox"/>	N	Copies of all ordinances/resolutions that authorize debt that is supported by the source of repayment for this financing (refer to the Section IV: Financial Information, Item B.).	<input type="checkbox"/>
<input type="checkbox"/>	O	If the applicant will own the facility and another entity will operate the facility, attach an executed copy of the operating agreement between the parties.	<input type="checkbox"/>
<input type="checkbox"/>	P	If the project is for downtown revitalization, attach a copy of the downtown revitalization plan.	<input type="checkbox"/>
<input type="checkbox"/>	Q	If the project is an emergency project with the commitment of federal disaster relief assistance , attach a copy of the FEMA approved "Project Worksheet(s)" that are the basis for this funding request.	<input type="checkbox"/>
If a Telecommunications Project			
<input type="checkbox"/>	R	If the project is for telecommunications infrastructure, attach a resolution that includes findings and states that project is necessary and would not otherwise be provided by a for-profit entity within a reasonable time/for a reasonable cost.	<input type="checkbox"/>
<input type="checkbox"/>	S	If the project is for telecommunications infrastructure, attach a copy of the notice and minutes of the public hearing at which the above resolution was adopted.	<input type="checkbox"/>
If a grant is likely and it is possible the grant could exceed the property value			
<input checked="" type="checkbox"/>	T	One of the following: 1) real market value (obtained from the county tax assessor) of the property and improvements that will be put on the tax assessment roll, <u>after</u> the project improvements have been completed; or 2) an appraisal (conducted by an independent appraiser) of the future fair market value of the subject property <u>after</u> the project improvements have been completed.	<input type="checkbox"/>

Attachment F

Information for the following tables should be the most current available and may be found from these sources:

Ten largest taxpayers: Comprehensive Annual Financial Report (CAFR), County Assessor, Financial Audit Report

Summary of users: billing records

Populations served: your system’s service area information; 2010 Census, Portland State University

System’s ten largest customers: billing records

Ten Largest Property Taxpayers (in applicant’s jurisdiction)

Taxpayer	Type of Business	Total Taxes	Current Assessed Value
Wal-Mart Stores East LP	Distribution/Warehousing	\$728,284	\$44,014,660
HD Development of Maryland	Home Depot Store	\$173,878	\$8,830,870
Wal-MartSams ClubBPPUSO6037	Wal-Mart Store	\$169,244	\$10,228,480
Retail Trust #2	Retail Stores	\$167,674	\$8515,830
Hermiston Station, LLC	Retail Stores	\$153,126	\$7,776,940
AGCO Finance, LLC	Food Distribution	\$145,560	\$7,392,690
Charter Communications	Telecommunications	\$139,373	\$6,518,300
Umatilla Electric Coop Assn	Electric Utility	\$133,680	\$6,515,120
Good Shepherd Hosp of Herm OR	Medical Center	\$119,010	\$6,044,270
CDS Hermiston, LLC	Ag Processing	\$112,533	\$5,197,920

If Water or Sewer Project, also Complete These Tables

Summary of Users, Consumption and Populations Served

User	Connections		Equivalent Dwelling Units**		Annual Water Consumption (in gallons)
	Current	Future*	Current	Future	Current
Residential	5,110	7,000	7,000	9,500	1,116,440,122
Commercial	549	650			209,332,522
Industrial	1	3			69,777,507
Other	0	0			
Totals	5,660	7,653	7,000	9,500	1,395,550,151

*20-year project life

**1 EDU = 7,500 gallons of water consumption per month per residential user

Populations Served

	All Residents	Permanent Residents*
Number served by system	19,696	19,696
Number served by this project	3,645	3,645

*Excludes transient and part-time residents

System’s 10 Largest Customers

Customer	Annual Water Consumption (in gallons)	% Total Water Consumption for System	Annual Revenue Received by System	% Total Annual Revenue Received by System
Good Shepherd #1	25,864,000	2%	97,057	1%
Village MH Park #1	15,876,000	1%	59,502	1%
Good Shepherd #2	12,695,000	1%	47,542	1%
5-Star Auto Wash	10,692,000	0%	40,010	0%
Village Mobile Home Park #2	9,889,000	0%	36,991	0%
Swaggart Brothers	8,155,000	0%	30,471	0%
Chateaubri Mobile Home Park #1	8,809,000	0%	32,930	0%
Sandstone Middle School	7,862,000	0%	29,369	0%
Umatilla County 4 th St. Aspens	6,788,000	0%	25,331	0%
Viewcrest Apartments	6,822,000	0%	25,459	0%

Schedule of Pro Forma Revenues and Expenditures

Attachment G

	Pro Forma	Current FY					
1	Year (ending June 30)	2022	2023	2024	2025	2026	2027
2	Beginning Fund Balance	1,632,187	2,156,304	3,234,716	3,540,290	3,699,806	3,725,542
Operating Revenues							
3	Primary Revenue Source	9,284,215	10,398,000	10,605,960	10,818,079	11,034,440	11,255,128
4	Other Revenue Source 1	377,500	377,500	377,500	377,500	377,500	377,500
5	Other Revenue Source 2						
	Total Operating Revenues	9,661,715	10,775,500	10,983,460	11,195,579	11,411,940	11,632,628
Operation, Maintenance & Replacement (OM&R) Expenses							
6	Personal Services	2,114,851	2,275,503	2,321,013	2,367,433	2,414,781	2,463,076
7	Materials & Services	2,197,250	2,537,150	2,587,893	2,639,650	2,692,443	2,746,291
8	Other Operating Expenses	2,142,000	2,142,000	2,500,000	2,750,000	3,000,000	3,250,000
	Total Operating Expenses	6,454,101	6,954,653	7,408,906	7,757,083	8,107,224	8,459,367
Debt Services							
	Funds Avail for Debt Service	3,207,614	3,820,847	3,574,554	3,438,496	3,304,716	3,173,261
9	Existing Debt 1	2,125,797	2,109,850	2,100,000	2,090,000	2,075,000	2,060,000
10	Existing Debt 2						
11	Other Proposed Debt		47,000	568,980	568,980	568,980	568,980
	Total Debt Service	2,125,797	2,156,850	2,668,980	2,658,980	2,643,980	2,628,980
Other Activities							
	Cash Avail After Debt Service	1,081,817	1,663,997	905,574	779,516	660,736	544,281
12	Loan Proceeds / Drawdowns		500,000	9,000,000	3,000,000		
13	Capital Outlay		-500,000	-9,000,000	-3,000,000		
14	System Replacement Reserves						
15	Other Non-Operating Activity						
	Net Other Activity	0	0	0	0	0	0
16	Net Transfers IN (OUT)	(557,700)	(585,585)	(600,000)	(620,000)	(635,000)	(650,000)
17	Adjustments						
	Net Transfers & Adjustment	(557,700)	(585,585)	(600,000)	(620,000)	(635,000)	(650,000)
	Ending Fund Balance	2,156,304	3,234,716	3,540,290	3,699,806	3,725,542	3,619,823
18	Connections	5,660	5,773	5,888	6,006	6,126	6,248
19	EDUs	7,000	7,140	7,282	7,427	7,575	7,726
20	Monthly Rate per EDU	110.52	121.00	121.37	121.38	121.39	121.40

Please contact your RDO if you have questions completing this form.

Primary revenue source (e.g., user charges). Include, on lines 4 or 5, revenues such as taxes, hook-up fees and rent/lease income. Do not include interest, SDCs, etc., in this section; rather, enter these revenues on line 15.

Include short-lived asset replacement with a useful life of 15 years or less. Do not include capital outlay, transfers, depreciation, etc; rather, enter these revenues to lines 12-17.

Enter and specify annual debt service amounts for existing and proposed debt support by this fund, including any proposed non-IFA debt for this project, e.g., USDA, DEQ, etc.

Anticipated drawdown schedule for requested loans. Include capital outlay **in brackets (negative amount)** for this project. Anticipated contributions for system replacement. Asset sales, SDCs, interest income (specify†).

Include transfers to reserve accounts (specify†). Explain any adjustments

†Describe any assumptions used in calculating above figures, such as changes in user rates, EDU/connection growth, loan repayments, operating expenses, transfers, adjustments: #3 Assumes 2% annual increases in rate revenue as well as personell and materials costs after FY 23. #8 "Other Operating" is our annual Capital

Improvement projects. #11 "Other Proposed Debt" is the debt for *this* project from IFA. #20- Note this is for the entire Utility Fund, both Water and Sewer, so the \$110/mo/EDU figure is a combined Water & Sewer average.

Job Creation / Retention and Average Wages

Attachment L

Business Name & Address of Project Business Site:
(street address, city, zip code):

Contact Person:

Name: _____
Title: _____
Phone Number: _____

_____ Federal Tax Identification Number (EIN):

_____ Oregon Business Identification Number (BIN):

Product(s) produced:

A. Current number of Full-Time Equivalent (FTE) jobs:

1. Total number of Hours Worked* to Employees** during the previous 12 months:

Divided by 1,820 hours per year = **Current FTE** = 0.00

2. Of the current FTE, how many do you estimate would no longer exist if the proposed project is not completed? _____

3. By what date do you estimate the FTE jobs in 2. (above) would no longer exist if the proposed project is not completed? _____

4. What 12-month period was used for 1. (above)? _____ to _____

* "Hours worked" for an hourly Employee means all hours the Employee performed work on the job. It does not include sick leave, vacation time or other paid time where no work is performed. This definition was developed to be consistent with the data collected by the Oregon Employment Department for the Oregon Quarterly Reports and Form 132 (for Unemployment Insurance Tax). The 1820 figure represents 35 hours per week and was developed in coordination with the Oregon Employment Department. The 1820 figure assumes 6.5 weeks (260 hours) of paid and unpaid leave each year out of a total 2080 hours (40 hours x 52 weeks) per year. The 6.5 weeks of paid and unpaid leave consists of: 2.5 weeks of vacation, 1.5 weeks of sick leave, 1.5 weeks of holidays and 1 week of other leave (such as family leave). All jobs that are covered under unemployment compensation shall be counted. Contract labor also may be included if the jobs are expected to be permanent, but hired through a third party contract agency.

** "Employee" means:

- A. A person who is paid through a business's normal payroll system;
- B. A person for whom FICA and state and federal income taxes are deducted from gross wages, which are then forwarded to the appropriate agencies by the business on behalf of the person;
- C. A person for whom the business pays state and federal unemployment insurance; and
- D. A person for whom the business contributes to FICA.

An exception to the above is allowed if the business uses a leasing agent for its Employees and the terms of the leasing agreement are such that hiring decisions are made by the business and for all intents and purposes the "Employees" are working for the business. The fees paid by the business to the leasing agent should not be considered as part of the Employees' salary / wages.

An "Employee" is not:

- A. A person hired through a temporary agency; or
- B. A person acting as an independent contractor.

B. Average annual wage of current FTE jobs:

- 1. Total wages / salaries paid to Employee during previous 12 months: _____
- Total number of Hours Worked* to Employees** during the previous 12 months: _____
- Divided by 1,820 hours per year = **Current FTE** = _____ **0.00**
- Wage divided by current FTE** = _____

C. Estimated number of new FTE job that will be created as a result of this project by the end of the *second year* after beginning operations:

(These jobs must then be maintained for a minimum of four consecutive calendar quarters.)

- 1. Estimated date operations resulting from the proposed project will begin: _____
- 2. Estimated annual average wage of these new FTE jobs: _____
- 3. How many new FTE jobs do you estimate will be created as a result of this project by the end of the *fifth year* after beginning operations? _____

D. First Source Hiring Agreement

- 1. I acknowledge that execution of a First Source Hiring Agreement between Yes No this business and a publicly funded job training provider will be a condition of the potential funding award the municipality is applying for.

I certify and affirm that all statements and information contained herein are true and complete to the best of my knowledge.

Business Representative / Preparer's Signature

Typed Name and Title

Date

For IFA Use Only

Does this business already exist in Oregon? Yes No

If yes, has program staff requested a report from the Employment Department for the previous four quarters to establish the business's Base FTE Jobs? Yes No

If no, list other documentation that will be used to establish Base FTE Jobs, or provide the date when a report from the Employment Department will be requested.

Signature of Project Coordinator

Date



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of July 11, 2022

Title/Subject

Adoption of Resolution 2234 – IGA with City of Stanfield for IT Services

Summary and Background

Earlier this fiscal year, the City was informed by the Intermountain Educational Services District (IMESD) that our rates for IT services were going to drastically increase. To get close to the level of service we were interested in, the rate was going to increase by more than 3X.

After study and research it was determined that in order to adequately meet our own needs as the City of Hermiston, we should establish an internal Information Technology Department. In discussions with surrounding cities (Umatilla, Stanfield, Echo), Morrow County and UCFD1 it was determined that these agencies also had needs that were not being met with their current providers. We were able to reach an agreement with these agencies on cost and service level. Doing this allows us to hire a staff with the technical capabilities that we need with enough time to service additional agencies.

Tie-In to Council Goals

N/A

Fiscal Information

The costs are based on a one day per month contract.

\$960 per month

\$11,520 per year

Alternatives and Recommendation

Alternatives

1. Adopt Resolution 2234 and attached IGA without modification.
2. Adopt Resolution 2234 and attached IGA with minor modifications.

3. Direct staff to make major changes to Resolution 2234 and/or the attached IGA return at a later date.

Recommended Action/Motion

Adopt Resolution 2234 and attached IGA without modification.

Submitted By: Byron D. Smith

RESOLUTION NO. 2234

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

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

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

WHEREAS, the City and the City of Stanfield (Stanfield) have reached an agreement to provide ongoing IT services to Stanfield; and

WHEREAS, Stanfield has signed the Intergovernmental Agreement; and

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

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

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

PASSED by the Common Council this 11th day of July, 2022.

SIGNED by the Mayor this 11th day of July, 2022.

Dr. David Drotzmann, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER

INTERGOVERNMENTAL AGREEMENT
Between
The City of Hermiston
And
The City of Stanfield
For Ongoing Information Technology Services

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

The Parties mutually agree as follows:

Term of Agreement. This Agreement shall be for a term of three years commencing on July 1, 2022 and expiring on June 30, 2025 with two optional three-year renewal options, unless terminated earlier as set forth herein. Renewal of the Agreement shall be in writing and subject to the mutual agreement of the Parties. At the conclusion of the original term or any subsequent renewal term, if the parties are not able to reach a mutual agreement on the terms and conditions for a renewal option, in their sole discretion, either party may terminate the Agreement upon ninety (90) days' written notice to the other without cause.

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

Consideration. Stanfield agrees to pay COH \$960 per month. Stanfield will pay for devices and any other materials required to perform the services under this Agreement, and if COH purchases those materials for Stanfield, Stanfield agrees to reimburse COH for those costs. COH agrees to notify Stanfield prior to purchasing anything over \$500 and to provide adequate documentation and invoice Stanfield for the cost.

Payment for Work. No payments shall be made until this Agreement is fully executed by both Parties. Invoices shall be issued on a monthly basis beginning July 31, 2022. Unless otherwise specified in Attachment A, COH will submit invoices monthly for services rendered and Stanfield shall remit payment within 30 calendar days of receipt of invoice.

STANDARD TERMS AND CONDITIONS

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

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

 - a. Mutual: The Parties may terminate this Agreement at any time by written Agreement. Stanfield shall pay COH for all materials purchased and work performed prior to the termination date.
 - b. Party's Sole Discretion: Either party, in its sole discretion, may terminate this Agreement for any reason on thirty (30) calendar days' written notice to the other party. Stanfield shall pay COH for all materials purchased and work performed prior to the termination date.
 - c. Breach: Either party may terminate this Agreement in the event of a breach by the other party. To be effective, the party seeking termination must give the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within five (5) calendar days of the date of the notice, then the non-breaching party may terminate this Agreement at any time thereafter by giving a written notice of termination. Stanfield shall pay COH for all materials purchased and work performed prior to the termination date, subject to its right of set off for said breach pursuant to section 10.
 - d. Termination by either party shall not constitute a waiver of any claim either party may assert against the other party.
- 4. Access to Records.** Upon reasonable advance notice, each party shall have access to the books, documents and other records of the other party (electronic or otherwise) which are necessary for completion of this Agreement for the purpose of examination, copying and audit unless otherwise limited by law.
- 5. Confidentiality.** No reports, information, and/or data prepared or assembled by the Parties under this Agreement shall be made available to any individual or organization by either party without the prior written approval of the other party unless required by state or federal law. If COH IT staff in their work is exposed to proprietary data particularly related to Economic Development/Business Recruitment efforts, they shall not disclose that to either party to this agreement.

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

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

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

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

City of Stanfield, Attn: City Manager
160 South Main Street; Stanfield, OR 97875
Email: citymanager@cityofstanfield.com PH: (541) 449-3831

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

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

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

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

purpose given.

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

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

CITY OF STANFIELD

Signature: 

Title: City Manager

Name (print): Benjamin Burgener

Date: 06/30/2022

CITY OF HERMISTON

Signature: _____

Title: _____

Name (print): _____

Date: _____

Attachment A: Statement of Work

8 assumed hours per month of service.

Current hourly billing rate: \$120 per hour.

Managed Help Desk

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

Managed Server and Infrastructure Support

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

Managed Workstations/Laptops/Software

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

Active Directory

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

Expectations:

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

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

What this service covers and includes:

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

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

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

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

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

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

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

Service Level Agreements (SLAs):

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

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

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

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

SLA 5: After hours support will be available as needed by Stanfield staff.



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of July 11, 2022

Title/Subject

League of Oregon Cities (LOC) Legislative Priorities Discussion and Recommendation

Summary and Background

Each even-numbered year the LOC appoints members to serve on the following seven policy committees:

- Community Development
- General Government
- Energy and Environment
- Finance and Taxation
- Telecommunications/Broadband
- Transportation
- Water and Wastewater

These policy committees are the foundation of the LOC's policy development process. Composed of city officials, these committees are charged with analyzing policy and technical issues and recommending positions and strategies for the LOC.

Each committee provides a list of recommended policy positions and actions for the LOC to take in the coming two year legislative cycle. This year, each of the seven committees identified 3 to 5 legislative policy priorities to advance to the full membership and LOC Board of Directors for a total of 29 policy priorities. Each city is now being asked to review these recommendations from the seven policy committees and provide input to the LOC Board of Directors as it prepares to adopt the LOC's 2023 legislative agenda.

Attached you will find first a full list of all 29 policy priorities listed by committee. Second, you will find a copy of the last council goal setting report. I worked to try to find ties to the council's adopted values and goals in the list of policy priorities that I highlight below. At the end of each summary there is a page number referring to LOC document followed by a statement of the **applicable values** and if possible the **applicable council goal areas**.

Finally, out of the ten policy priorities that I have placed in this report, I have **highlighted** the five that I suggest might be the most important.

1. Infrastructure Funding to Support Needed Housing

Legislative Concept: *The LOC will support state funding for infrastructure needed to support needed housing. (page 2) (Livability) (Housing)*

2. Economic Development Incentives

Legislative Recommendation: *The LOC will support legislation to preserve and strengthen discretionary local economic development incentives including the Enterprise Zone (EZ), Long Term Rural Enterprise Zone (LTREZ) and Strategic Investment Program (SIP). (page 2, 6) (Fiscal Prudence) (Workforce Development)*

3. Address Measure 110 Shortcomings

Legislative Recommendation: *Restore criminal justice incentives for seeking treatment for addiction while ensuring a path for expungement for successfully completing a treatment program. (page 4) (Partnerships)*

4. Property Tax Reform

Legislative Recommendation: *The LOC will advocate for constitutional and statutory reforms to the property tax system to enhance local choice, equity, fairness, and adequacy. (page 5) (Fiscal Prudence)*

5. Alcohol Revenues

Legislative Recommendation: *The LOC will advocate for enhanced revenues from the sale of alcohol to mitigate the impact of recent legislative changes that will otherwise reduce this crucial revenue source. (page 7) (Fiscal Prudence)*

6. Digital Equity and Inclusion

Legislative Recommendation: *The LOC will advocate for legislation and policies that help all individuals and communities have the information technology capacity needed for full participation in our society, democracy, and economy. (page 7) (Livability/Inclusive) (Digital Infrastructure)*

7. Resilient, Futureproof Broadband Infrastructure and Planning Investment

Legislative Recommendation: *The LOC will support legislation that will ensure broadband systems are built resiliently and futureproofed while also advocating for resources to help cities with broadband planning and technical assistance through direct grants and staff resources at the state level. The LOC will support legislation that addresses issues with the inconsistency of regulations applied to traditional and nontraditional telecommunications service as more entities move to a network based approach instead of what services are being provided. LOC will oppose any preemptions on local rights-of-ways, and municipalities right to own poles and become broadband service providers. (page 8) (Livability/Inclusive) (Digital Infrastructure)*

8. Transportation Safety Enhancement

Legislative Recommendation: *The LOC supports legislation that improves the overall safety of the transportation network in communities. The LOC will achieve this outcome by*

expanding authority for establishing fixed photo radar to all cities, increasing flexibility in speed setting authority, and increased investment in the “safe routes to schools” and expansion of the “great streets” programs. (page 9) (Livability) (Transportation)

9. Water Utility Rate and Fund Assistance

Legislative Recommendation: The LOC will collaborate with members of the bipartisan work group to continue the proposed legislative purpose of the Low-Income Household Water Assistance (LIHWA) program. (page 10) (Fiscal Prudence/Livability) (Water)

10. Infrastructure Financing and Resilience

Legislative Recommendation: The LOC will advocate for an increase in the state’s investment in key infrastructure funding sources, including, but not limited to, the Special Public Works Fund (SPWF), Brownfield Redevelopment Fund, Regionally Significant Industrial Site loan program, and set asides through the SPWF for seismic resilience planning and related infrastructure improvements to make Oregon water and wastewater systems more resilient. (page 11) (Partnerships/Livability) (Water)

Tie-In to Council Goals

See the above list.

Fiscal Information

N/A

Alternatives and Recommendation

Alternatives

1. Adopt City of Hermiston recommended policy priorities as presented
2. Amend and adopt City of Hermiston recommended policy priorities
3. Request additional information and delay action.

Recommended Action/Motion

Adopt City of Hermiston recommended policy priorities as presented

Submitted By: Byron D. Smith



2023 Legislative Priorities Ballot

Issued on June 10, 2022

Ballots due by 5:00 p.m. on August 5, 2022

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2023 Legislative Priorities Ballot – League of Oregon Cities

Background: Each even-numbered year the LOC appoints members to serve on 7 policy committees. These policy committees are the foundation of the LOC’s policy development process. Composed of city officials, these committees are charged with analyzing policy and technical issues and recommending positions and strategies for the LOC. Each committee provides a list of recommended policy positions and actions for the LOC to take in the coming two year legislative cycle. This year, all 7 committees identified between 3 to 5 legislative policy priorities to advance to the full membership and LOC Board of Directors.

Ballot/Voting Process: Each city is being asked to review the recommendations from the 7 policy committees and provide input to the LOC Board of Directors as it prepares to adopt the LOC’s 2023 legislative agenda. After your city has had an opportunity to review the proposals, please complete the electronic ballot indicating the top 5 issues that your city would like to see the LOC focus on during the 2023 legislative session.

Each city is permitted one vote. As such, each city must designate a person to enter the vote electronically on the below link. For those cities without electronic options for voting, paper ballots may be requested from LOC’s Legislative Director Jim McCauley at jmccauley@orcities.org.

Important Deadlines: The deadline for submitting your city’s vote is **5:00 p.m. on August 5, 2022.**

Ballots were emailed to the CAO of each city. If your city didn't receive the ballot, please email Jim McCauley at jmccauley@orcities.org.

Brought to you by the Community Development Policy Committee

Full Funding and Alignment for State Land Use Initiatives

Legislative Recommendation: *The LOC will support legislation to streamline and fully fund local implementation of any recently adopted or proposed state land use planning requirements, including administrative rulemaking.*

Background: Recent legislation and executive orders have made significant changes to the state’s land use planning process, including increasing burdens for local government. While the LOC shares the state’s policy goals, these updates have resulted in extensive, continuous, and sometimes conflicting rulemaking efforts that are not supported by adequate state funding. Cities simply do not have the staff capacity or resources needed to implement current requirements. Existing planning updates should be streamlined to enable simpler, less costly implementation and any new proposals should be aligned with existing requirements.

Local Funding to Address Homelessness

Legislative Recommendation: *The LOC will seek funding to support coordinated, local responses to addressing homelessness.*

Background: The LOC recognizes that to end homelessness, a statewide and community-based coordination approach to delivering services, housing, and programs is needed. Addressing homelessness will look different and involve different service provider partners from one city to the next, but one thing is consistent, addressing the crisis requires significant financial resources. While cities across Oregon have developed programs, expanded service efforts, built regional partnerships, and have significantly invested both their local General Fund and federal CARES Act and American Rescue Plan Act dollars into programs to address the homelessness crisis in their respective communities, the crisis continues. The homelessness crisis exceeds each city’s individual capacity – necessitating the need for meaningful fiscal support from the State of Oregon.

Infrastructure Funding to Support Needed Housing

Legislative Concept: *The LOC will support state funding for infrastructure needed to support needed housing.*

Background: As Oregon works to overcome its historic housing supply deficit, development costs continue to rise. Cities have limited tools to address the rising costs of infrastructure necessary to support the impact of new housing development. A statewide fund to address infrastructure costs and improve housing affordability is needed.

Economic Development Incentives (co-sponsor with Tax and Finance Committee)

Legislative Recommendation: *The LOC will support legislation to preserve and strengthen discretionary local economic development incentives including the Enterprise Zone (EZ), Long Term Rural Enterprise Zone (LTREZ) and Strategic Investment Program (SIP).*

Background: The EZ and LTREZ programs provide local governments the option to offer a temporary full exemption from property taxes for qualified new property of a business (3 to 5 years for the standard EZ and 7 to 15 years for the rural EZ). The SIP program allows local governments to offer a 15-year

partial exemption on the value of new property that exceeds a certain investment threshold (\$25 million to \$100 million depending on location and total project value). Recent studies by Business Oregon confirmed what city economic development professionals knew; these incentive programs are crucial for Oregon to remain competitive nationally and show massive benefits to Oregon in terms of jobs, enhanced economic activity, and tax revenues. The EZ and LTREZ programs will sunset in 2025 without action by the legislature, and “gain share” provisions of the SIP program transferring a portion of income taxes resulting from qualified projects to local governments will sunset in 2026. The LOC will advocate for sunset extensions and for changes that will improve the programs, and advocate against any changes that will reduce local control or devalue the incentives.

Community Resiliency and Wildfire Planning

Legislative Recommendation: *The LOC will support investments for climate and wildfire resiliency planning, as well as infrastructure upgrades, to fill existing gaps and assist cities in planning for extreme weather events and wildfire.*

Background: Oregon communities are increasingly looking for help planning for climate change impacts, including infrastructure upgrades, to handle extreme weather events. Cities of all sizes, especially small to mid-sized cities, need technical assistance and additional capacity to better plan for and recover from climate events and wildfire. Investments in infrastructure upgrades, repairs, and resiliency will help rebuild communities, better ensure equity and access to critical services, protect public health and the environment, improve community resiliency, and promote economic recovery.

Brought to you by the General Government Policy Committee

Protecting Public Employees and Officials

Legislative Recommendation: *The LOC will introduce legislation to protect the personal contact information of public employees and increase criminal sanctions when public officials and employees are subject to criminal activity connected to their service.*

Background: Cities have seen an increase in harassments, threats and property damage in recent years. Over 80 percent of city leaders who participated in a National League of Cities [report](#) on public civility indicated they had personally experienced harassing or harmful behavior because of their role as a public official. Additionally, an ambiguity in the phrasing in a statute intended to protect the private information of public employees may require an employer to release home addresses, personal emails and contact information.

Return to Work

Legislative Recommendation: *Eliminate the sunset on the ability of retirees to return to work.*

Background: PERS covered retirees are currently allowed to return to work without suffering a tax or pension penalty until 2024. Allowing retirees to return to work allows employers to fill critical vacancies while not paying pension and other costs in times of both fiscal hardships and workforce scarcity. The sunset was established as part of a compromise PERS reform package passed in 2017 but has been successful for retirees and employers.

Attorney Client Privilege

Legislative Recommendation: *Ensure that privileged communications between public bodies and officials and their legal counsel remain confidential indefinitely.*

Background: A recent court ruling limited public sector attorney client privilege to 25 years, which is identical to the lifespan of other public records exemptions. The LOC believes that public officials should have the same right to unimpeded legal counsel as all other attorney clients.

Address Measure 110 Shortcomings

Legislative Recommendation: *Restore criminal justice incentives for seeking treatment for addiction while ensuring a path for expungement for successfully completing a treatment program.*

Background: Oregon voters passed Measure 110 in 2020 which eliminated criminal sanctions for simple possession for most narcotic drugs and replaced them with a waivable \$100 ticket. A citation cannot be issued if a person seeks treatment by calling a treatment referral service. The measure also re-dedicated local marijuana revenue to harm reductions services. Those funds are now pooled and distributed by an oversight and accountability committee. Oregon’s overdose deaths continue to increase and funds that should have been distributed in January of 2021 are still not delivered. Additionally, problems related to drug abuse such as property crime have increased.

Brought to you by the Energy and Environment Policy Committee

Building Decarbonization, Efficiency, and Modernization

Legislative Recommendation: *The LOC will support legislation to protect against and rollback preemptions to allow local governments to reduce greenhouse gas emissions from new and existing buildings while ensuring reliability and affordability. Some initiatives may include a local option Reach Code, statewide home energy scoring or financial incentives like [CPACE](#).*

Background: Homes and commercial buildings need a lot of power. In fact, they consume nearly half of all the energy used in Oregon according to the Oregon Department of Energy 2020 Biennial Energy Report. Existing buildings need to be retrofitted and modernized to become more resilient and efficient. New buildings can be built with energy efficiency and energy capacity in mind, so they last longer for years to come, reduce the energy burden on occupants, and are built to a standard that is futureproof for carbon reducing technologies like electric vehicles

Continue Investments in Renewable Energy

Legislative Recommendation: *The LOC will work to identify barriers and potential solutions to local energy generation and will pursue funding assistance for feasibility studies and project implementation. The LOC will support legislation to study and invest in viable, preferably locally generated, options and to divest the Oregon Treasury from fossil fuels.*

Background: Renewable energy sources can be used to produce electricity with fewer environmental impacts. Local energy generation projects can better position cities to pursue and achieve local climate action goals, address capacity constraints of existing electric transmission lines, and can help cities respond to individual businesses that may be seeking green energy options. The types of local energy generation projects discussed by the committee include, but are not limited to, small-scale hydropower, in-conduit hydropower, methane capture, biomass and solar. Such projects are not intended to conflict

with existing low-carbon power purchase agreements but can position cities to pursue local climate action goals and supplement energy needs through renewable generation.

Investment in Community Climate Planning Resources

Legislative Recommendation: *The LOC will support investments that bring climate services (for mitigation and adaptation) together and work to fill the existing gaps to help communities get the high-quality climate assistance they need quickly and effectively.*

Background: Oregon communities are increasingly looking for help planning for climate change impacts and implementing programs to reduce greenhouse gases. Interest in climate services has continued as communities experience increasing disruptions caused or made worse by climate change. Oregon's small to mid-sized communities and rural communities are particularly in need of both technical assistance and additional capacity to address climate impacts and do their part to reduce greenhouse gas emissions. While some climate resources exist in Oregon, those programs are dispersed throughout state government, the nonprofit world, and academic institutions. Because of this current structure, it is not clear for communities what they should do once they decide to act on climate change.

Adequate Funding for State Climate Initiatives

Legislative Recommendation: *The LOC will support legislation to streamline processes and fully fund local implementation of climate mandates (like [Climate Friendly and Equity Communities](#) rules) from the state. Furthermore, the LOC will support legislation that allows the state to adequately maintain and staff programs that impact a city's ability to reduce greenhouse gas emissions.*

Background: On March 10, 2020, Governor Kate Brown signed [Executive Order 20-04](#) directing state agencies to take action to reduce and regulate greenhouse gas emissions. Additionally, the state has legislatively passed many greenhouse gas reduction measures. This has led to some unfunded mandates on cities as well as a significant workload for agency staff.

Brought to you by the Finance and Taxation Policy Committee

Property Tax Reform

Legislative Recommendation: *The LOC will advocate for constitutional and statutory reforms to the property tax system to enhance local choice, equity, fairness, and adequacy.*

Background: The property tax system is broken and in need of repair due to constitutional provisions in Measures 5 and 50 that were adopted by voters in the 1990s. The current system is inequitable to property owners and jurisdictions alike, is often inadequate to allow jurisdictions to provide critical services, removes meaningful local choice, and is incomprehensible to most taxpayers. Local governments and schools rely heavily on property tax revenues to pay for services and capital expenses. With federal pandemic aid to cities coming to an end and inflation looming, cities are concerned that their top revenue source will not allow residents to adequately fund the services that they demand. Therefore, the LOC will take a leadership role in pursuing efforts to draft and advocate for both comprehensive and incremental property tax reform option packages, including forming coalitions with other interested parties. The LOC will remain flexible to support all legislation that improves the system, but will, in the short term, focus on incremental changes that will allow for a foundation on which to build for broader revisions going forward. The LOC's overall focus will be on a property tax package that includes, but may not be limited to these elements:

- In the short term, advocating for a system that restores local choice and allows voters to adopt tax levies and establish tax rates outside of current limits and not subject to compression. This may also include advocating for a local option levy that has passed three or more times to become permanent (requires constitutional referral).
- Also in the short term, advocating for statutory changes to extend statewide a 2017 Multnomah County pilot that created an option that new property has a taxable value determined based on the city average of maximum assessed value to market value as opposed to countywide average.
- Over the longer term, to achieve equity, advocating for a system that has taxpayers' relative share tied to the value of their property, rather than the complex and increasingly arbitrary valuation system based on assessed value from Measure 50 (requires constitutional referral).
- Also over the longer term, to enhance fairness and adequacy, advocating for various statutory changes, some of which would adjust the impact of the above changes. For example, as a part of comprehensive reform the LOC will support targeted tax relief for lower income residents to make sure reform does not price vulnerable residents out of their homes.

Lodging Tax Flexibility

Legislative Recommendation: *The LOC will advocate for legislation to enhance flexibility in how cities may use transient lodging tax revenues. The goal is to help cities better serve visitors and improve local conditions that support the tourism industry.*

Background: The Legislature created the *state* lodging tax in 2003, and with it a new requirement that 70% of net revenues from new or increased *local* lodging taxes must be used for “tourism promotion” or “tourism related facilities.” Cities acknowledge and appreciate the economic development benefits that tourism brings to their local economies, but often struggle to support the industry in areas like public safety, infrastructure, workforce housing, and homeless services. Enhanced flexibility and clarification of allowed use of funds will benefit both visitors and business owners alike.

Economic Development Incentives (co-sponsor with the Community Development Committee)

Legislative Recommendation: *The LOC will support legislation to preserve and strengthen discretionary local economic development incentives including the Enterprise Zone (EZ), Long Term Rural Enterprise Zone (LTREZ) and Strategic Investment Program (SIP).*

Background: The EZ and LTREZ programs provide local governments the option to offer a temporary full exemption from property taxes for qualified new property of a business (3 to 5 years for the standard EZ and 7 to 15 years for the rural EZ). The SIP program allows local governments to offer a 15-year partial exemption on the value of new property that exceeds a certain investment threshold (\$25 million to \$100 million depending on location and total project value). Recent studies by Business Oregon confirmed what city economic development professionals know; these incentive programs are crucial for Oregon to remain competitive nationally and show massive benefits to Oregon in terms of jobs, enhanced economic activity, and tax revenues. The EZ and LTREZ programs will sunset in 2025 without action by the legislature, and “gain share” provisions of the SIP program transferring a portion of income taxes resulting from qualified projects to local governments will sunset in 2026. The LOC will advocate for sunset extensions and for changes that will improve the programs, and advocate against any changes that will reduce local control or devalue the incentives.

Marijuana Taxes

Legislative Recommendation: *The LOC will continue to advocate for increased revenues from marijuana taxes. This may include proposals to restore state marijuana tax losses related to Measure 110 (2020) distribution changes, and to increase the current 3% cap on local marijuana taxes so local voters may choose a rate that reflects the needs of their community.*

Background: Recreational marijuana retailers are required to charge a state-imposed retail sales tax of 17 percent for all recreational marijuana sold. Until the end of 2020 cities received 10% of the net revenue from the state tax but Measure 110 changed the distribution formula and will reduce city distributions by an estimated 73% for the 2021-23 biennium. Cities may also impose a local retail sales tax of up to 3%, subject to voter approval. Tax rates for recreational marijuana vary widely across the states, but the total Oregon tax burden is 20-25% percent below other West Coast states. Unbiased academic studies indicate Oregon could increase marijuana taxes without pushing significant business to the illicit market. If the Legislature is not willing to allow increased taxes it should restore city revenues by other means back to what was agreed to when recreation marijuana was legalized.

Alcohol Revenues

Legislative Recommendation: *The LOC will advocate for enhanced revenues from the sale of alcohol to mitigate the impact of recent legislative changes that will otherwise reduce this crucial revenue source.*

Background: Oregon’s beer tax has not been increased since 1978 and is \$2.60 per barrel which equates to about 8.4 cents per gallon or less than 5 cents on a six-pack. Oregon has the lowest beer tax in the country, and to get to the middle of the states Oregon would need a more than 10-fold increase. Oregon’s wine tax is 67 cents per gallon and 77 cents per gallon on dessert wines, this is the second lowest tax nationwide, and the first 2 cents of the tax goes to the wine board. Oregon is a control state and is the sole importer and distributor of liquor, which accounts for about 94% of total alcohol revenues. The Oregon Liquor and Cannabis Commission (OLCC) sets retail prices at about 105% of their cost and net revenues are distributed based on a formula. Cities are preempted from imposing alcohol taxes. In exchange, cities receive approximately 34% of the state alcohol revenues after the state takes 50% of beer and wine taxes off the top prior to this distribution. Recent legislative changes will reduce city revenues; the legislature approved a more generous compensation formula for liquor store owners in 2021 and approved a 148% cost increase for a planned OLCC warehouse in 2022. Both changes will reduce distributions to cities. Cities have significant public safety costs related to alcohol consumption and taxes on alcohol do not cover their fair share of these costs. There are numerous ways to address the issue: increasing taxes on beer or wine (possibly through a local sales tax option), increasing the markup on liquor, or increasing the per bottle surcharge currently in place at liquor stores and dedicating the funds to paying for the planned OLCC warehouse.

Brought to you by the Telecommunications, Broadband Policy Committee

Digital Equity and Inclusion

Legislative Recommendation: *The LOC will advocate for legislation and policies that help all individuals and communities have the information technology capacity needed for full participation in our society, democracy, and economy.*

Background: Connectivity is crucial to modern life. It is being relied on more for how people do business, learn, and receive important services like healthcare. As technology evolved the digital divide has become more complex and nuanced. Now, discussion of the digital divide is framed in terms of whether a population has access to hardware, to the Internet, to viable connection speeds and to the skills they need to effectively use it.

Resilient, Futureproof Broadband Infrastructure and Planning Investment

Legislative Recommendation: *The LOC will support legislation that will ensure broadband systems are built resiliently and futureproofed while also advocating for resources to help cities with broadband planning and technical assistance through direct grants and staff resources at the state level. The LOC will support legislation that addresses issues with the inconsistency of regulations applied to traditional and nontraditional telecommunications service as more entities move to a network based approach instead of what services are being provided. LOC will oppose any preemptions on local rights-of-ways, and municipalities right to own poles and become broadband service providers.*

Background:

Broadband Planning and Technical Assistance

Most state and federal broadband infrastructure funding sources require that communities have a broadband strategic plan in place to qualify for funds. Unfortunately, many cities do not have the resources or staff capacity to complete comprehensive broadband strategic plans.

Resilient and Long-Term Systems

As broadband is continually being made a priority on the state and federal level, we must think strategically about how to build resilient long-term networks that will serve Oregonians now and into the future. Ways to ensure broadband is resilient may include investing in robust middle mile connections, ensuring redundancy and multiple providers in all areas, and undergrounding fiber instead of hanging it on poles.

Optional Local Incentives to Increase Broadband Deployment

All levels of government have identified broadband as a priority. However, there continue to be proposed mandates on local governments to deploy broadband services more quickly. Cities have a duty to manage rights-of-ways (ROW) on behalf of the public and need flexibility to adequately manage the ROW. Instead of mandates the state should focus its efforts on allowing cities the option to adopt incentives that could help streamline broadband deployment.

Regulatory Consistency Amidst Convergence

Historically, the standards and oversight policies for a specific technology were established independently and were not developed with merging or interoperability in mind. For example, telephony (when providing voice), cable TV (when providing video), and mobile cellular technologies each follow their respective standards, and these services were regulated by policies specific to each type.

Incentives for Broadband Affordability, Adoption and Consumer Protections

Legislative Recommendation: *The LOC will seek additional state support and funding for increased broadband adoption and affordability and will advocate for consumer protections for those accessing the internet, internet enabled devices and broadband service.*

Background: Broadband infrastructure is being funded at a historic level. For that infrastructure to be adequately utilized affordability and adoption initiatives must receive investment. Initiatives that would help could include studying barriers to adoptions and affordability; ensuring adequate competition in providers; investing in more data centers statewide so service is cheaper for regions outside of the I-5 corridor as it is simply more expensive per megabit to provide; and ensuring providers are widely advertising programs meant for those with limited means.

Additionally, problems with internet providers are among the most common consumer complaints in Oregon. Complaints often involve paying more than expected, difficult cancellation policies and poor service. Consumers are at risk of being advertised or offered services that are not actually being delivered. For example, 25/3 is the current definition of broadband. Currently, providers are allowed to advertise

speeds as “up to” 25/3 or a certain speed. There is no one enforcing whether or not providers actually hit their advertised speeds. Providers should be accountable for making sure consumers have the appropriate equipment for the services they are paying for.

Cybersecurity & Privacy

Legislative Recommendation: *The LOC will support legislation that addresses privacy and cybersecurity for all that use technology, including but not limited to: funding for local government cybersecurity initiatives, statewide resources for cyber professionals, regulations of data privacy, or standards for software/hardware developers to meet to make their products more secure.*

Background: Society is becoming more technologically reliant than ever before and that will only increase. With this increase of technology there is an increased risk for cybercrimes. Therefore, cybersecurity and privacy systems must be taken seriously. Cybersecurity encompasses everything that pertains to protecting sensitive data, protected health information, personal information, intellectual property, data, and governmental and industry information systems from theft and damage attempted by criminals and adversaries.

Cybersecurity risk is increasing, not only because of global connectivity but also because of the reliance on cloud services to store sensitive data and personal information. Widespread poor configuration of cloud services paired with increasingly sophisticated cyber criminals means the risk that governments, businesses, organizations, and consumers suffer from a successful cyberattack or data breach is on the rise.

Brought to you by the Transportation Policy Committee

Transportation Safety Enhancement

Legislative Recommendation: *The LOC supports legislation that improves the overall safety of the transportation network in communities. The LOC will achieve this outcome by expanding authority for establishing fixed photo radar to all cities, increasing flexibility for local speed setting authority, and increased investment in the “safe routes to schools” and expansion of the “great streets” programs.*

Background: The City of Portland has demonstrated improved safety outcomes in neighborhoods with the addition of fixed photo radar along high-crash corridors. LOC’s efforts to expand the use of fixed photo radar to additional cities failed during the 2021 Session. ([HB 2019](#)) - High Crash Corridor for City of Unity) and ([HB 2530](#)) -Extending Fixed Photo Radar) were supported by the LOC, but lacked sufficient support from legislators to advance.

During the 2019 Session the LOC supported [SB 558](#), which would authorize a city to designate speed for a highway under the city’s jurisdiction that is five miles per hour lower than statutory speed when the highway is in a residential district and not an arterial highway. During the 2021 Session passage of [HB 3055](#) (Sect 81 (5)(g)) extended speed setting authority to highways within the jurisdictional boundaries of cities and Multnomah & Clackamas counties.

Road User Fee – Vehicle Miles Traveled (VMT) Structure

Legislative Recommendation: *The LOC will support replacement of Oregon’s Gas Tax with a road impact fee structure that will capture added revenue from cities with local gas tax structure. The pricing structure should also maintain a weight-mile tax structure to make sure that there is an impact element of the fees paid for transportation infrastructure.*

Background: The LOC has historically advocated for a fee structure that more closely matches road usage. Gas tax revenues are a declining source of revenue due to enhanced mileage in new vehicles and the increase of electric vehicles on roads.

New Mobility Services

Legislative Recommendation: *The LOC supports the entry and utilization of a variety of new mobility services that support a safe, sustainable, and equitable multimodal transportation system, while preserving local government's authority to regulate services and ensure public and consumer safety in communities.*

Background: The expansion of mobility services presents local governments with opportunities and challenges. Mobility services include Uber, Lyft, scooters, E-bikes, and food service delivery such as DoorDash, and UberEATS. Many cities across the country have initiated efforts to add regulatory oversight of these services to provide a base level of safety to consumers. Companies such as Uber and Lyft have tried to de-regulate their business model in states specifically introducing legislation that would pre-empt local governments to regulate and establish steps that protect their respective communities. The LOC has supported efforts during the 2019 session such as [HB 3379](#) and opposed efforts that pre-empted local governments such as HB 3023.

Funding for Recovery of Abandoned Recreational Vehicles

Legislative Recommendation: *The LOC supports the formation of a recovery fund that cities could access for disposing of abandoned Recreational Vehicles (RV).*

Background: With the ongoing houseless and affordable housing crisis cities have experienced an increase in dumping of vehicles and RVs in neighborhoods, streets and the right-of-way. The costs associated with towing, recovery, and determining ownership has presented significant costs in some communities. Several cities are allocating hundreds of thousands of dollars to recover abandoned vehicles from streets, parks, private property, and other locations. Tow companies have expressed an interest in a recovery fund as well, since the companies must deal with storage and disposal of the vehicles, which presents several challenges.

Brought to you by the Water and Wastewater Policy Committee

Water Utility Rate and Fund Assistance

Legislative Recommendation: *The LOC will collaborate with members of the bipartisan work group to continue the proposed legislative purpose of the Low-Income Household Water Assistance (LIHWA) program.*

Background: The LOC was successful during the 2021 legislative session in advocating for the development of a new water utility funding assistance program for ratepayers experiencing ongoing or recent economic hardships. The LOC worked with a bipartisan work group to pass legislation that formed the Low-Income Household Water Assistance (LIHWA) program which received federal funding for the

initial implementation through the Consolidated Appropriations Act of 2021 and the American Rescue Plan Act (ARPA) of 2021. The program was incredibly successful, but the federal funding that was allocated to the State of Oregon was already exhausted in some counties in the Spring of 2022.

The bipartisan workgroup's intent was to make this program a permanent program, with initial pilot funding provided by the federal government.

Place-Based, Water Resource Planning (Program Support)

Legislative Recommendation: *The LOC will advocate for the funding needed to complete existing place-based planning efforts across the state and identify funding to continue the program for communities that require this support.*

Background: Oregon's water supply management issues have become exceedingly complex. Lack of adequate water supply and storage capacity to meet existing and future needs is an ongoing concern for many cities in Oregon and is a shared concern for other types of water users including agricultural, environmental, and industrial. The Legislature created a place-based planning pilot program in Oregon administered through the Oregon Water Resources Department that provides a framework and funding for local stakeholders to collaborate and develop solutions to address water needs within a watershed, basin, or groundwater area. The LOC Water & Wastewater Policy Committee recognized that while this funding is limited to specific geographic areas, they also recognized the importance of successfully completing these pilot efforts and conducting a detailed cost/benefit analysis. It is a critical step to demonstrate the benefits of this type of planning. If these local planning efforts prove to be successful, there will likely be future efforts to secure additional funding for other place-based planning projects across the state in 2022.

Infrastructure Financing and Resilience

Legislative Recommendation: *The LOC will advocate for an increase in the state's investment in key infrastructure funding sources, including, but not limited to, the Special Public Works Fund (SPWF), Brownfield Redevelopment Fund, Regionally Significant Industrial Site loan program, and set asides through the SPWF for seismic resilience planning and related infrastructure improvements to make Oregon water and wastewater systems more resilient.*

Background: A key issue that most cities are facing is how to fund infrastructure improvements (both to maintain current and to build new). Increasing state resources in programs that provide access to lower rate loans and grants will assist cities in investing in vital infrastructure. An LOC survey of cities in 2016 identified a need of \$7.6 billion dollars over the next 20 years to cover water and wastewater infrastructure projects for the 120 cities who responded. This shows a significant reinvestment in the Special Public Works Fund (SPWF) is needed to help meet the needs of local governments.

City of Hermiston

2022 COUNCIL GOALS



Where Life is Sweet

March 30, 2022

Prepared by:



SSW CONSULTING
www.sarasingerwilson.com



Introduction

The City of Hermiston is pleased to present the summary of their annual goal-setting retreat. The City Council and Management Team convened a two-day retreat on February 2-3, 2022 to review the community context and themes from the Hermiston 2040 Community Vision project, identify Council focus areas and refine goals to align with community needs to provide direction to City staff regarding Council's priorities for the year ahead. The City partnered with Sara Singer Wilson of SSW Consulting to facilitate the discussion and guide the Council through the goal refinement process. In advance of the retreat, SSW Consulting conducted outreach with the Council and staff to identify and discuss their goals and expectations. The outreach resulted in the following goals for the workshop:

TEAM	CONTEXT	NEED ALIGNMENT	MEASURABLE
Build a cohesive team among the City Council and staff to move the goals forward	Examine the community context and themes from the Hermiston 2040 vision project to inform the goals	Refine our goals to align with community needs and address short-term and long-term needs	Define clear, measurable outcomes for goals

The City Council and staff revisited the goals from their previous retreats to reflect on themes and trends over the years, celebrate accomplishments, and recenter around community priorities to refine their goals for the year ahead. These goals build on the work and success of previous years as well incorporate community priorities and ideas identified through the Hermiston 2040 community visioning process.

In addition to implementing the Council goals, the City will continue to focus on its daily work of providing high-quality core services to Hermiston residents.

City Council and staff encourage the Hermiston community to review goals, share your feedback, and stay engaged. We look forward to collaborating with the community and our partners to achieve these goals together.

-City of Hermiston City Council + Management Team



HERMISTON 2040

On January 24, 2022, the City Council adopted the Hermiston 2040 Community Vision + Action Plan, a shared blueprint for the next twenty years to help align shared resources and guide future decision-making, including investments, partnerships, and community collaboration. The goals and actions outlined in the vision are a direct reflection of wide-reaching and inclusive community outreach with thousands of community residents, culminating in over 3,600 ideas to make Hermiston the best place to live, work, play, and learn for years to come. With the adoption of the vision, the City is embarking on the implementation plan to bring it to life.

The Community Vision + Action Plan provided valuable context to the 2022 Council goal refinement process and served as a framework to align Council goals and community priorities under the four Vision goal areas:

- GROWING + PROSPEROUS HERMISTON**
- SAFE + HEALTHY HERMISTON**
- CONNECTED + ENGAGED HERMISTON**
- SUSTAINABLE HERMISTON**



Our Team

City Council

- DR. DAVID DROTMANN, MAYOR
- LORI DAVIS, WARD 1
- ROY BARRON, WARD 2
- JACKIE C. MEYERS, WARD 3
- PHILLIP SPICERKUH, WARD 4
- MARIA DURÓN, AT LARGE
- ROD. S. HARDIN, AT LARGE
- NANCY PETERSON, AT LARGE
- DOUG PRIMMER, AT LARGE (COUNCIL PRESIDENT)

Facilitator

- SARA SINGER WILSON, PRINCIPAL/OWNER
- SSW CONSULTING

Leadership Team

- BYRON SMITH, CITY MANAGER
- MARK MORGAN, ASSISTANT CITY MANAGER
- MARK KRAWCZYK, FINANCE DIRECTOR
- CLINT SPENCER, PLANNING DIRECTOR
- JASON EDMISTON, POLICE CHIEF
- BRANDON ARTZ, PARKS AND RECREATION DIRECTOR
- MARK ROSE, LIBRARY DIRECTOR
- NATE RIVERA, HES GENERAL MANAGER
- JILLIAN VILES , COURT ADMINISTRATOR
- RICHARD TOVEY, CITY ATTORNEY
- LILLY ALARCON-STRONG, CITY RECORDER



HERMISTON 2040 COMMUNITY VISION

A COMMUNITY WHERE FRIENDLINESS AND OPPORTUNITY ABOUND.

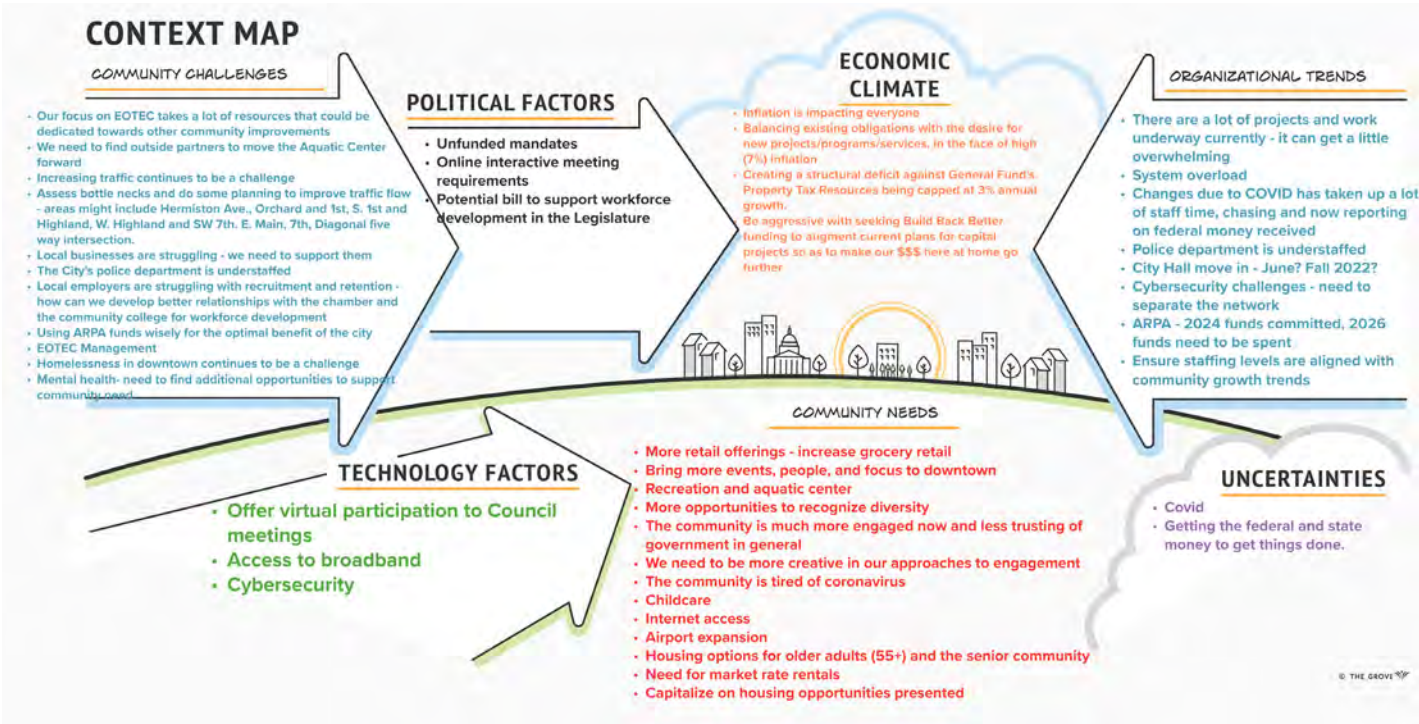
Welcome to Hermiston. Where life is sweet and our future is sweeter.

In 2040, Hermiston is a community where everyone is welcome – whether you’re visiting or looking for a place to call home, we provide a safe, beautiful, and close-knit community where neighbors help one another, and friendliness and opportunity abound. From a booming economy to recreational amenities, we have big city services rooted in small-town values.



Setting the Context

In order to plan for the future, it is critical to assess where the organization and community is today. City Council and staff underwent a context mapping exercise to explore the larger environmental factors influencing the community of Hermiston, including the economic climate, political factors, community needs, technology factors, organizational trends, and uncertainties. This exercise offers a birds-eye view of the Hermiston environment and lays the foundation of common understanding for the goal-setting process. This information was mapped in the graphic below:



ACCOMPLISHMENTS

Taking the time to recognize achievements demonstrates organizational effectiveness to the community as well as contributes to and sustains the organization's culture. Celebrating accomplishments acknowledges the hard work of staff and builds unity among colleagues, which strengthens team morale and sets the tone for achieving future goals. The graphic below highlights the City's major accomplishments in 2021. Some highlights include continuing to provide high-quality City services under stressful conditions of the COVID-19 pandemic, near completion of the new City Hall, record-breaking number of permits for new homes, improving cyber-security defenses, and continued focus on city growth.

Hermiston 2022 Council Retreat - Accomplishments



ACCOMPLISHMENTS

Funland completion and dedication

We found out how flexible we really were - staff being flexible in working in different conditions during the construction process. Really proud of how they came together as a team. Proud of our employees.

Record breaking number of permits for new home

We are starting to do more things regionally - working more closely with Umatilla and the County - homelessness, the Umatilla bridge, etc.

People seemed pretty pleased with our city - we are moving forward. We had more housing units constructed this past year than we have in the past.

New parks and rec director

2040 Vision completed

We have kept going and have remained optimistic. As concerns have been raised, we have addressed them directly. We continue to have great collaboration between staff and council

2040 - we have a roadmap of what the community wants. This community engagement is important.

20 Year SDC Fee Schedule Adopted -SHIP Industrial Park Improvements Complete

Umatilla River Bridge Analysis Complete

Housing is having a boom - we have more people, when is it enough growth to get some of the things we need here. At a bare minimum - Fred Meyer, target, etc.

City staff has always operated "lean" with regard to resources. A tremendous amount of work has been accomplished in the area of economic development which leads to an increase in revenues. The amount of construction in our area is impressive.

Working on housing - lots of housing coming in. It would be nice to see more multifamily.

Population continues to grow - a lot of that has to do with housing development. Seeing this progress - this is huge for us. More to be done here

Hermiston's housing market is building more homes than we have seen for several years. There is considerable activity in commercial development as well and we are very busy.

Parks and Rec has done (and still doing) a great job providing programming and activities for the citizens of Hermiston during the pandemic

Continued focus on affordable housing/more housing is paying dividends with the number of development/houses going up

Water/Sewer/Street Upgrades to N1st Place Began Design

955 to 1,100 Home Development Close to Financing

City Hall - hoping to be done fall of this year, but may not until 2023

City Hall

City hall is moving ahead

For the second year in a row we were able to provide quality city services under stressful conditions with the COVID pandemic still with us - and will continue to do so

Implemented OPENGOV for a new budget process

Successfully overcame the flood damage at RiverFront park and made bold moves to mitigate potential flood damage to infrastructure in the future

Greatly improved our cyber-security awareness/defenses

Improving relationship with Greater-Hermiston Chamber of Commerce

Broad Support Generated for "GRATE" with Letters of Support

\$600K Awarded for Penney Ave. Industrial Street Extension

139 New Housing Units Built

2022 Council Goals + Values

THE GOAL REFINEMENT PROCESS INCLUDED A BROAD DISCUSSION OF COUNCIL PRIORITIES INFORMED BY COMMUNITY NEEDS. THESE ENCOMPASS SHORT-TERM AND LONG-TERM NEEDS, BOTH INTERNALLY WITHIN THE ORGANIZATION AND EXTERNALLY FOR THE COMMUNITY. THE COUNCIL BRAINSTORMED IDEAS TO CAPTURE ALL PROPOSALS, BIG AND SMALL, AND THROUGH THIS UNEARTH COMMON THEMES THAT LAY THE GROUNDWORK FOR GOAL CLASSIFICATIONS AND ACTION ITEMS. THIS DISCUSSION SERVED AS A STEPPINGSTONE TO FORMULATING REFINED GOALS AND COUNCIL VALUES FOR 2022/23.

The goals and actions are shown on the following pages and are aligned with the goals of the Hermiston 2040 Community Vision. The Council also identified values that will guide the team in implementing these goals. These values should be considered as each action is scoped and implemented.

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

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

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

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

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



GOAL: GROWING + PROSPEROUS

Hermiston is cultivating a vibrant community with a thriving economy, assortment of housing opportunities, high-quality education, and support services to preserve the small-town feel

Actions	Project Lead	Timeline
Workforce Development		
1. Develop partnerships with local employers and community organizations to explore staffing needs and strategies for enhancement	Byron/Mark M.	1-2 Years
2. Advocate for legislation that supports workforce development in Hermiston	Byron	1-2 Years
Transportation		
3. Complete the Geer/Harper road improvements	Mark M.	1-2 Years
4. Extend Gettman Road	Byron/Mark M.	3-4 Years
5. Complete alternative route transportation study	Mark M.	1-2 Years
Housing		
6. Attract market-rate rental housing developments to increase middle housing inventory	Byron/Mark M. Clint	3-4 Years
7. Fund infrastructure improvements to support new housing and enhance livability		Ongoing
8. Recommend a course of action on the Green property	Byron/Mark M./ Clint	3-4 Years

GOAL: SAFE + HEALTHY

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

Actions	Project Lead	Timeline
Wellness		
9. Explore funding options and partnerships for Health, Wellness and Aquatic Center	Byron/Brandon	1-2 Years
Homelessness		
10. Facilitate public forum to discuss homelessness in community	Byron	1-2 Years
11. Determine City role as it relates to homelessness	Byron	1-2 Years
Mental Health		
12. Explore options for providing mental health support services at Municipal Court	Jillian	3-4 Years
13. Facilitate partnerships to attract mental health providers to Hermiston	Byron	1-2 Years

GOAL: SUSTAINABLE

Hermiston responsibly plans and invests in community infrastructure and the built environment to support the critical needs of daily life and sustainable growth for the future

Actions	Project Lead	Timeline
City Facilities		
14. Complete construction of new City Hall	Byron	1-2 Years
15. Begin implementation of EOTEC Strategic Plan	Byron/Al	1-2 Years
16. Assess EOTEC facility management alternatives	Byron	1-2 Years
Water		
17. Implement water supply components of master plan	Mark M.	5+ Years
18. Secure water rights for the EOTEC site	Byron	1-2 Years

GOAL: CONNECTED + ENGAGED

Hermiston provides opportunities for strong social connections, celebrates diversity, and honors our historic and cultural heritage to foster a welcoming and inclusive community for all

Actions	Project Lead	Timeline
Digital Infrastructure		
19. Explore broadband/fiber options to support City facilities	Byron/Nate	1-2 Years
Arts + Culture		
20. Explore opportunities for an arts and cultural center/ museum at Carnegie Building	Byron	1-2 Years
Community Engagement		
21. Develop Citywide communications strategy to enhance communication and engagement with the public	Byron	1-2 Years
Advocacy		
22. Advance advocacy efforts to secure regional and state- wide funding/investment	Byron	1-2 Years

Team Agreement

The Council and Leadership Team reaffirmed their team agreement from 2021 for the year ahead. The team agreement identifies how the Council and staff agree to work together. The purpose of this agreement is to guide the team in working together, establishing trust, and facilitating open communication and accountability.



TEAM AGREEMENT

Where Life is Sweet FOR SUCCESS

BE POSITIVE
WORK TOGETHER
AS A TEAM

- Remember to celebrate
- Be positive, move forward with good intention
- Shared responsibility between Council + staff - we are coalition builders + advocates to advance the goals

ENGAGE + LEVERAGE
OTHERS
RESOURCES TO ACCOMPLISH OUR GOALS

- Keep ALL of the population + partners in mind - our residents are our main focus
- Share resources + be creative about where/how we seek resources
- Be flexible + open to other points of view

MAINTAIN STRONG
CORE SERVICES
+ SUPPORT GOALS THAT REFLECT COMMUNITY NEEDS

- Maintain our core services - keep the main thing the main thing
- Goals are living goals - make adjustments as needed
- Don't reinvent the wheel
- Provide clear objectives

MAINTAIN
GOOD COMMUNICATION
CHANNELS BETWEEN THE COUNCIL + STAFF

- Provide accurate + timely information - include fiscal impacts
- Provide ongoing, direct + early communication
- Council members + City Manager will meet monthly



Contact Info

235 E. Gladys Ave.
Hermiston, Oregon 97838
www.hermiston.or.us

CITY OF HERMISTON