



CITY COUNCIL

AGENDA

MONDAY, MAY 12, 2025

Where Life is Sweet

COUNCIL CHAMBERS - 180 NE 2ND ST.

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

Zoom with Meeting ID: 829 0043 5622 Passcode: 417097 Telephone number to join is: 1 253 215 8782; or submitting comments to meetings@hermiston.gov

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

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

2. DECLARATION OF QUORUM

3. FLAG SALUTE

4. PROCLAMATIONS

A. Proclamation- National Police Week

5. CITIZEN INPUT ON NON-AGENDA ITEMS

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

6. CONSENT AGENDA

A. Committee Vacancy Announcement

B. Confirmation to appoint Janizee Serrano to Position 4 of the Planning Commission with a term expiration of March 31, 2026.

- C. Recommendation to appoint Kyndra Stone to Position 5 of the EOTEC Advisory Committee with a term expiration of June 30, 2028.
- D. Recommendation to appoint Mark Rademacher to Position 3 of the Airport Advisory Committee with a remaining term expiration of October 31, 2027.
- [E.](#) Award Miscellaneous Engineering Services Contract to Anderson Perry & Associates
- [F.](#) Minutes of the April 28 City Council Work Session and Regular Meeting Minutes

7. ITEMS REMOVED FROM CONSENT AGENDA

8. PUBLIC HEARINGS

- A. Initiate Formation of LID 323 on NW 2nd Street (See Ordinance No. 2371)

9. ORDINANCES AND RESOLUTIONS

- [A.](#) Ordinance No. 2371- Creating LID 323.

10. OTHER

- [A.](#) Adoption of FY2024-25 Umatilla County Dispatch Agreement
- [B.](#) Adoption of RV Park Expansion Agreement and License

11. COMMITTEE REPORTS

- A. City Committee and Liaison:

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

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

12. ADJOURN

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

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

Service at 1-800-735-2900 or 711.



PROCLAMATION

National Police Week May 11-17, 2025

To recognize National Police Week 2025 and to honor those currently serving, those retired from service, and the service and sacrifice of law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

Whereas, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the 37 sworn and 8 non-sworn members of the Hermiston Police Department;

Whereas, on average, 55,000 assaults against law enforcement officers are reported each year resulting in approximately 15,000 injuries;

Whereas, since the first recorded death in 1786, just over 25,000 law enforcement officers in the United States have made the ultimate sacrifice and have been killed in the line of duty, including 1 member of the Hermiston Police Department, Ronald G. Kilby – end of watch Thursday, October 8th, 1959;

Whereas, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.;

Whereas, 165 new names of fallen heroes from 2024 will be added to the National Law Enforcement Officers Memorial;

Now, Therefore, Be It Resolved, the City of Hermiston formally designates May 11th-17th, 2025, as National Police Week, and publicly salutes the service of law enforcement officers in our community and in all communities across the nation.

Signed this 12th day of May, 2025

Doug Primmer, Mayor



PUBLIC ANNOUNCEMENT

The City is accepting applications for the following Committees:

1. Hispanic Advisory Committee

- Position 5: 3-year term ending June 30, 2028 (Advertised 04/29/2025)

2. Library Board

- Position 3: 4-year term ending June 30, 2029 (Advertised 04/29/2025)

3. Airport Advisory Committee

- Position 3: Remaining 3-year term ending October 31, 2027 (Advertised as of 07/08/2024)
- Position 2: Remaining 3-year term ending October 31, 2026 (Advertised 11/08/2024)

4. Eastern Oregon Trade & Event Center (EOTEC) Committee

- Positions 5, 6, & 7: 3-year term ending June 30, 2028
 - (Position 5 Advertised 03/24/2025 & Positions 6 & 7 Advertised 04/29/2025)

Deadline to apply for all Committees: Open Until Filled

Interested persons are asked to submit an application to City Hall, 180 NE 2nd Street, Hermiston, or at alarcon-strong@hermiston.gov. 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 \$20,000 or more in any one calendar year. Preference for appointees shall be given to city residents.



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of May 12, 2025

Title/Subject

Award Miscellaneous Engineering Services Contract to Anderson Perry & Associates

Summary and Background

The City of Hermiston has had a contract with Anderson Perry & Associates, Inc. (AP) to provide general engineering services for the city's water, sewer, streets, parks, and other departments since 2015. The agreement being considered here is simply a renewal of the same contract for services.

In keeping with industry best-practices, this service is periodically advertised through a Request for Qualifications (RFQ) to ensure that the public is receiving the best services at a competitive price. An RFQ was issued in Spring, 2020, and AP was selected to continue serving as the city's primary engineering consultant. An RFQ was issued again in February, 2025, in keeping with an approximately every 5-year process.

Based on interviews with two qualified proposers for the work, a committee of city Public Works staff agreed that continuing to use AP is in the best interests of the community. AP continues to provide high quality service at an affordable market price, while their now decade of experience with all of the city's systems provides valuable understanding which saves significant costs for the community.

Alternatives and Recommendation

Alternatives

1. Approve Master Engineering Services Agreement
2. Request revisions.
3. Re-advertise RFQ.

Recommended Action/Motion

Motion to approve Master Engineering Services Agreement.

Submitted By:

Mark Morgan, Assistant City Manager



AGREEMENT FOR GENERAL ENGINEERING SERVICES

THIS AGREEMENT, made this 10th day of March 2025, by and between the **City of Hermiston, Oregon**, hereinafter referred to as the Owner, and **Anderson Perry & Associates, Inc.**, hereinafter referred to as the Engineer.

The Owner has need of Engineering Services from time to time for various work tasks or projects. The Owner hereby designates the Engineer as "Engineer of Record for the City of Hermiston." The Owner may utilize the Engineer to provide services as may be needed by authorizing individual Work Orders which will be extensions of this general engineering agreement, subject to all of the provisions contained herein. The scope of work and cost of services for each specific request shall be described in each Work Order outlining the Engineer's services. The Engineer, acting as an independent engineering firm, agrees to provide the necessary engineering services under the terms and conditions as outlined herein and as may be further detailed and described in the respective Work Orders.

In addition to the on-call services described above, the Owner intends to utilize the Engineer on a consistent basis to perform engineering duties for the Owner. To accomplish this, the Engineer shall dedicate an Oregon Registered Professional Engineer to be in the City of Hermiston to provide in-person engineering services to the Owner for a minimum of 16 hours per week, expected to consist of two agreed-upon days per week.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - ENGINEERING SERVICES

WORK ORDERS

The Owner shall request the Engineer to provide Engineering Services whenever the Owner wishes to engage the Engineer. A Work Order (see general format attached to this Agreement as Exhibit "A") shall be prepared which describes the scope of services to be provided by the Engineer, any special contractual agreements that are applicable to the Work Order, and the method of compensation for the services to be performed. The Engineer will provide the services outlined in the Work Order after the Work Order has been approved and authorized by both the Owner and the Engineer's representatives. Work Orders will be prepared for each specific project or work task to be performed for the Owner.

ENGINEERING SERVICES

When requested by the Owner in a Work Order, the Engineer will provide engineering services of the general type and scope outlined in Exhibit "B." The detailed scope of the requested Engineer's services shall be defined in the respective Work Order.

SECTION B - COMPENSATION FOR PROFESSIONAL SERVICES

The Owner shall compensate the Engineer for the various professional services to be provided on either a Lump Sum Basis or on a Time and Materials Basis as the Owner and Engineer agree. The method(s) of compensation shall be defined in each Work Order and as described herein.

1. Lump Sum Basis

The Owner shall compensate the Engineer on a lump sum amount basis for the tasks defined and at the dollar amounts stated in the respective Work Orders. If during the course of the work, the scope of the work should substantially change, the Owner and the Engineer shall amend the Work Order to cover the revised scope and lump sum fee for services.

2. Time and Materials Basis

The Owner shall compensate the Engineer on a time and materials basis, plus direct reimbursable expenses, for the tasks defined in the respective Work Orders.

The time and materials fee referred to in this Agreement shall be in accordance with the attached Hourly Fee Schedule, plus direct reimbursable expenses. The Hourly Fee Schedule may be adjusted by the Engineer at the beginning of each year.

Direct reimbursable expenses shall include, but not be limited to, such direct job costs as the cost of travel, subsistence, lodging, document printing, outside consultants, special tests and services of special consultants, etc. Direct reimbursable expenses shall include a 10 percent additional fee to cover handling, overhead, and insurance costs, etc. Mileage shall be charged in accordance with the Hourly Fee Schedule. There shall be no charge for secretarial services and postage.

3. Payment

The Owner agrees to pay the Engineer for the services provided in accordance with this Agreement on a monthly basis. The Owner agrees to pay the Engineer for lump sum work on a percentage basis of the total fee relative to the percent completion of the work. The Owner agrees to pay the Engineer for time and materials work for the actual services provided. The Engineer will render to the Owner an itemized invoice on a monthly basis, for compensation for such services performed hereunder during such month, the same to be due and payable by the Owner to the Engineer.

Past due amounts owed shall include a service fee charge of 12 percent annual interest beginning the 30th day after the date of billing. The Engineer may suspend work under this Agreement until the account is paid in full. If collection is made by suit or otherwise, and if the Engineer prevails, the Owner agrees to pay interest until the account and all collection costs, including reasonable attorneys' fees, are paid.

SECTION C - RESPONSIBILITIES OF OWNER

1. The Owner shall be responsible for all requirements and instructions it furnishes to the Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by the Owner to the Engineer pursuant to this Agreement. The Engineer may use and rely upon such requirements, instructions, programs, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
2. The Owner shall provide the Engineer with all criteria and full information as to the Owner's requirements for the services to be provided, including objectives and constraints, performance requirements, and any budgetary limitations; furnish copies of all design and construction standards that the Owner will require to be included in the Bidding and Contract Documents; and furnish copies of the Owner's standard forms, conditions, and related documents for the Engineer to include in the Bidding and Contract Documents, when applicable.
3. The Owner shall furnish to the Engineer all available information pertinent to the work including, if applicable, reports, existing maps, field survey data, rights-of-way, survey information, and known information concerning the existing underground utilities, etc.
4. The Owner shall provide for full, safe, and free access for the Engineer to enter upon all property required for the performance of the Engineer's services under this Agreement.
5. The Owner shall give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of a Hazardous Environmental Condition or of any development that affects the scope or time of performance of the Engineer's services, or any defect or nonconformance in the Engineer's services or in the work of any Contractor.
6. The Owner shall pay for any agency plan review fees, advertisements for bids, building or other permits, licenses, etc., as may be required by local, state, or federal authorities. The Owner shall secure the necessary land easements, rights-of-way, and construction permits needed for improvements. The Engineer can assist with these items if requested.
7. The Owner shall examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by the Engineer (including obtaining the advice of an attorney, insurance counselor, and other consultants as the Owner deems appropriate with respect to such examination) and render timely decisions pertaining thereto.
8. The Owner shall obtain, with guidance from the Engineer, reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the project designed or specified by the Engineer, and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the project.
9. The Owner shall provide, as required for the project:
 - a. Accounting, bond, financial advisory, and insurance counseling services;
 - b. Legal services with regard to issues pertaining to the project as the Owner requires, the Contractor raises, or the Engineer reasonably requests; and

- c. Such auditing services as the Owner requires to ascertain how or for what purpose the Contractor has used the monies paid.
- 10. The Owner shall advise the Engineer in a timely manner of the identity and scope of work of any independent consultants employed by the Owner to perform or furnish services in regard to the project.
- 11. The Owner shall attend the pre-bid conference, bid opening, preconstruction conferences, construction progress meetings, and other job-related meetings and substantial completion, final payment, and warranty walkthroughs.

SECTION D - TERM OF AGREEMENT

The term of this Agreement shall be for five years. Notwithstanding the content of any other term or provision of this Agreement, this Agreement may be terminated at any time by either the Engineer or Owner by delivery of written notice to the other at least 30 days prior to the date of termination.

SECTION E - GENERAL PROVISIONS

1. This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Engineer.
2. This Agreement is not exclusive to either party. The Owner may contract with other engineering firms as the Owner deems appropriate and in the best interest of the Owner.
3. Approval of a Work Order under this Agreement by the Owner and the Engineer will serve as written authorization for the Engineer to proceed with the services called for in this Agreement and as further defined in the respective Work Order.
4. Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
5. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
6. The standard of care for all professional engineering and related services performed or furnished by the Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Engineer makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with any services performed or furnished by the Engineer.

7. Subject to the standard of care set forth above, the Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
8. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.
9. The Engineer shall acquire and maintain statutory Worker's Compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage.
10. This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other.
11. Original documents, except those furnished to the Engineer by the Owner, are instruments of service and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the project is completed.
12. Owner may make and retain copies of documents for information and reference in connection with the use of the documents on the project. Engineer grants Owner a limited license to use the documents on the project, extensions of the project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the project, on any other project, or for any other use on purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

If Engineer at Owner's request verifies the suitability of the documents, completes them, or adapts them for extensions of the project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

13. There are no third party beneficiaries of this Agreement between Owner and Engineer and no third party shall be entitled to rely upon any work performed or reports prepared by the Engineer hereunder.
14. Neither the Owner nor the Engineer shall delegate his duties under this Agreement without the written consent of the other.
15. Either party may terminate this Agreement for cause for any of the following reasons:
 - a. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
 - b. Assignment of this Agreement or transfer of the project by either party to any other entity without the prior written consent of the other party;
 - c. Suspension of the project of the Engineer's services by the Owner for more than 90 calendar days, consecutive or in the aggregate;
 - d. Material changes in the conditions under which this Agreement was entered into, the scope of work or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Either party may terminate this Agreement for cause by giving written notice to the other of its intent to terminate this Agreement for substantial failure to perform according to this Agreement, which written notice shall specify the failure and demand correction or remedy thereof in 20 days. In the event of failure to remedy or correct in 20 days, this Agreement may be terminated in writing at the option of the party giving the prior notice. If this Agreement is terminated, the Engineer shall be paid for services based on actual manhours worked to the termination notice date, including reimbursable expenses due, less any amount in dispute.

16. Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the state in which the project is located.
17. Engineer shall procure and maintain insurance as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

Workers' Compensation:	Statutory
Employer's Liability --	
1) Bodily injury, each accident:	\$500,000
2) Bodily injury by disease, each employee:	\$500,000
3) Bodily injury/disease, aggregate:	\$500,000

General Liability --

- 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
- 2) General Aggregate: \$2,000,000

Excess or Umbrella Liability --

- 1) Per Occurrence: \$10,000,000
- 2) General Aggregate: \$10,000,000

Automobile Liability -- Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

Professional Liability --

- 1) Each Claim Made \$5,000,000
- 2) Annual Aggregate \$5,000,000

18. Engineer shall deliver a certificate of insurance evidencing the coverages indicated. Such certificate shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
19. The Owner will require that any contractor or subcontractor performing construction work in connection with Contract Documents produced under this Agreement to hold harmless, indemnify and defend, the Owner and the Engineer, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the contractor's (or subcontractor's) negligence in the performance of the work described in the Contract Documents, but not including liability that may be due to the sole negligence of the Owner, the Engineer, their consultants, or their officers, agents and employees.
20. The Engineer shall not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.
21. The Owner and Engineer acknowledge that during construction projects, changes may be required as the result of possible omissions, ambiguities, or inconsistencies in the Contract Documents or changes that are identified during construction which will result in a better overall project for the Owner, or changes which are necessary due to unusual field conditions, or construction circumstances beyond the control of the Owner, Engineer or Contractor.

As a consequence of the above, the Owner realizes that the construction contractors may be entitled to additional payment. The Owner agrees to set up a reserve in the project budget to be used as required to make additional payments to the construction contractors with respect to such changes. When additional payments are due the contractor they will be made in accordance with an approved change order. The Owner further agrees to make no claim by way of direct or third party action against the Engineer with respect to additional payments made to

construction contractors or as a result of any claim made by construction contracts relating to such changes.

22. The Engineer shall comply with all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, or national origin. The Engineer shall comply with Executive Order 11246 (41 CFR 60-1.4), Section 503 of the Rehabilitation Act of 1973 (41 CFR 60-741.5(a)), Section 402 of the Vietnam Era Veterans Readjustment Act of 1974 (41 CFR 60-250.5(a)), the Jobs for Veterans Act of 2003 (41 CFR 60-300.5(a)), and, the organizing and collective bargaining Clauses of Executive Order 13496 (29 CFR 471). The Engineer shall comply with applicable federal, state, and local laws, rules, and regulations concerning Equal Employment Opportunity.
23. To the fullest extent permitted by law, the Owner and Engineer each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, and expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the Owner and Engineer, they shall be borne by each party in proportion to its negligence.
24. Neither party will be liable for special, incidental, indirect, or consequential damages arising out of or in connection with this Agreement. Except for losses resulting directly from the Engineer's professional negligent acts, errors, or omissions, the Owner agrees to limit the Engineer's cumulative liability to the Owner and to all construction contractors and their subcontractors on the project to \$100,000 or the Engineer's total fee for services rendered for any given Work Order, whichever is greater.
25. Neither Engineer, Engineer's subconsultants, nor their agents or employees shall be jointly, severally, or individually liable to Owner for an amount in excess of the available proceeds of the professional liability insurance coverage required by this Agreement by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty, or negligence.
26. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution through arbitration.
27. Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials or toxic substances in any form at the project site.

If hazardous materials are present, Owner shall be responsible to remove them from the project site in a manner that will not adversely affect the health of any person and will comply with any applicable governmental laws and regulations.

Owner shall indemnify and hold harmless Engineer from any liability, loss, damage, or expense arising out of or with respect to the presence of hazardous materials on the project site.

The presence or discovery of any hazardous or toxic substance on the site shall be cause for extension of the schedule of the Engineer's services and equitable adjustment of fees for Engineer as mutually agreed by the parties.

This Agreement is executed the day and year written at the beginning of this Agreement.

Owner:

City of Hermiston, Oregon

By _____

Name _____

Title _____

Engineer:

Anderson Perry & Associates, Inc.

By Chas Hutchins

Name Chas Hutchins, P.E.

Title President

EXHIBIT "A"

Work Order - _____ and Anderson Perry & Associates, Inc.

Project Title

Work Order No. _____

Job No. _____

Date _____

Billing Group No. _____

I. SCOPE OF SERVICES

In accordance with the Agreement for General Engineering Services dated _____, the Owner hereby authorizes the Engineer to perform the following professional engineering services:

II. SPECIAL CONDITIONS

Special conditions related to this Work Order are as follows:

III. BASIS OF PAYMENT

- ☐ Time and Materials Basis
☐ Lump Sum Basis = (Lump Sum Amount: \$ _____)
☐ Other as described hereafter:

IV. AUTHORIZATION OF WORK ORDER

Owner: _____

By: _____

Type Name: _____

Title: _____

Acceptance by Engineer: **Anderson Perry & Associates, Inc.**

By: _____

Type Name: _____

Title: _____

EXHIBIT "B"

The Engineer may provide engineering services to the Owner as may be requested by the Owner. Any services performed must be authorized by an approved Work Order. A general list of services that could be provided is summarized hereafter. This list is not all-inclusive, but is intended to provide a summary of services that could be provided.

A. General City Engineering Services.

- Review and approval of plans for road, sewer, water, storm drainage, geotechnical, grading and other improvements for conformance to City standards and accepted engineering practices for subdivisions and development projects.
- Assistance to the Owner in working with regulatory agencies, i.e., permits, negotiations, compliance issues, etc.
- Assistance with funding applications and other applications as required.
- Assistance with water rights work.
- Assistance with planning issues, plat reviews, tentative partitions, etc.
- Preparation and maintenance of City utility maps, street maps, zoning maps, etc.
- General surveying services for property boundaries, street and right-of-way surveys, etc.
- General review of construction of public facilities performed by non-City personnel.
- Assistance with developing alternatives for infrastructure systems' operation and maintenance.
- Preparation of environmental review records, impact statements, and other information as may be requested from outside agencies or bodies.
- Attendance at City Council meetings to assist the Council as needed.
- Advice to the City regarding impacts of new and/or proposed state and federal regulations, etc.
- Other services as may be required.

B. Planning Studies, Technical Evaluations, Water/Sewer Rate Studies, and Feasibility Studies.

C. Design Engineering Services Including Conceptual Designs, Cost Estimates, Site Mapping, and Final Bidding and Contract Documents.

D. Construction Engineering Services Such as Construction Contract Administration, Engineering Review of Construction Work, Staking, and Materials Testing.

E. General Consultation for Water, Wastewater, and Stormwater Systems.

F. General Consultation for Street and Transportation Systems.



CITY COUNCIL

Work Session Meeting Minutes April 28, 2025

Mayor Primmer called the work session meeting to order at 6:00pm. Present were Councilors Hayward, Roberts, McCarthy, Duron, Myers, Barron, and Kelso. Councilor Linton was excused. City Staff in attendance included: City Manager Byron Smith, Assistant City Manager Mark Morgan, City Attorney Rich Tovey, Finance Director Ignacio Palacios, Chief Jason Edmiston, and City Recorder Lilly Alarcon-Strong.

City Manager Smith announced that tonight's Council meeting would not be streamed on YouTube or Zoom as hardware needed to fix the system has not been delivered in the time frame expected.

City Committee Review

City Manager Smith presented information (PowerPoint Presentation attached) regarding the different ways Boards and Committees are formed, ie: Required by State, Community Driven, and Council-Only; how each committee, Board, and commission aid the Council in public affairs; where each Committee formation, rules, and purpose can or should be located, ie: by ordinance, and suggested that Council-Only Committees be described and located in the City Council Rules of Order and Procedure.

City Manager Smith stated each Committee Chair is being invited to attend an upcoming work session meeting to give information about their committee and introduced Alberto Munoz, the Chair of the Hispanic Advisory Committee (HAC).

Mr. Munoz gave information regarding:

- The Committee's recent change in leadership
- Previous and current goals, to include: increasing the Latino vote, marketing HAC so the community knows who they are and what they do, hosting the Hispanic Heritage Month event and helping with other community events to establish a presence and help spread the word about HAC, as well as hosting Know Your Right events that give community members factual information about policies from the new administration, and trying to get as much community feedback about priorities and needs that HAC can help address.

The Council expressed their gratitude for the volunteerism Mr. Munoz and other Committee members give to their community, Mr. Munoz's leadership, and asked that HAC let the Council know if there are ways the Council could help invest in their success, or if meeting days/times needed to change.

Mr. Munoz stated each committee member has polos which displays they are part of HAC, a HAC table runner, and business/information cards, but he will check with the other committee members about possibly changing meeting days/times. Mr. Munoz thanked the Council for the Council representatives the Committee has previously and currently has.

Mayor Primmer asked that the Council consider the addition of a Finance Committee. The Committee would meet on a quarterly basis to have a more in-depth review of the City's finances.



CITY COUNCIL

Work Session Meeting Minutes April 28, 2025

Council members expressed support for the addition of this Committee stating it would bring an additional layer of transparency to the public, give more interaction throughout the year instead of just during the budget meeting, but cautioned that they did not want to micromanage staff.

Councilor McCarthy suggested that the Vacancy Review Board and all other Committees that may be missing, be listed on the City's website.

Councilor Kelso asked for additional information regarding the Community Accountability Board (CAB).

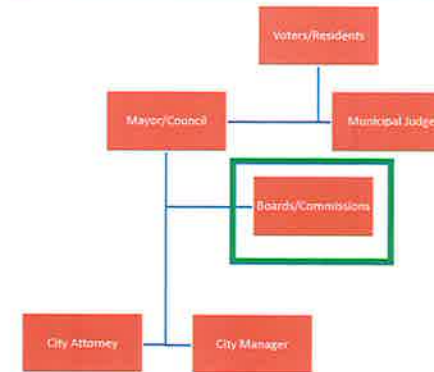
Mayor Primmer stated CAB is a partnership with the Hermiston School District, Police Department, and City Council to rehabilitate youth who have committed offenses in an effort to prevent a life of further crime. CAB has been a very successful program for our youth and community.

Adjournment

Mayor Primmer adjourned the work session meeting at 6:49pm and stated the regular council meeting would convene at 7:00pm.



City Organization



Committees

- Why Do We Have Them?
 - “Aid the Council in the conduct of public affairs”
 - A method of public engagement
 - Bringing different perspectives to ideas
- What Kinds of Committees (Boards/Commissions/Committees)?
 - Council Appointed
 - State Mandated
 - Community Driven
 - Council-Only (Policy)
- Sources
 - Ordinances
 - Council Rules
 - 2025 Council, Staff, Committee and Council Committee Appointments List



Committees

	Ordinance	Council Rules	Committee List Only	State Required	Council Only	Council/Public	Public with Council Liaison
Airport Advisory Committee	X						X
Budget Committee	X			X		X	
Community Accountability Board			X				
Community Enhancement Committee			X		X		
EOTEC Advisory Committee	X						X
Faith-Based Advisory Committee	X						X
Hispanic Advisory Committee	X						X
Library Board	X						X
Parks and Recreation Committee	X						X
Planning Commission	X			X			
Public Infrastructure Committee			X		X		
Public Safety Committee			X		X		
Public Transit Committee			X		X		
Recreation Projects Fund Advisory Committee	X					X	
Sanitary Disposal Committee			X		X		
Vacancy Review Board (Selection Committee)		X			X		



Committees

- Hispanic Advisory Committee
 - Five (5) members with ties to Hermiston's Hispanic Community
 - Powers and Duties
 - Provide a means of communication between the city's Hispanic community and the city's elected and appointed officials.
 - This enhanced communication will assist in the development of a stronger community that is respectful of all nationalities, races, ethnic groups and cultures.
 - Established by ordinance – public members with a council liaison



DISCUSSION!

Thank You!

Where Life is Sweet



CITY COUNCIL

Regular Meeting Minutes

April 28, 2025

Mayor Primmer called the regular meeting to order at 7:00pm. Present were Councilors Hayward, Roberts, McCarthy, Duron, Linton (arrived at 7:01pm), Barron, and Kelso. Councilor Myers was excused. City Staff in attendance included: City Manager Byron Smith, Assistant City Manager Mark Morgan, City Attorney Rich Tovey, Finance Director Ignacio Palacios, Chief Jason Edmiston, Parks and Recreation Director Brandon Artz, City Planner Clint Spencer and City Recorder Lilly Alarcon-Strong. The pledge of allegiance was given.

City Manager Smith announced that tonight's Council meeting would not be streamed on YouTube or Zoom as hardware needed to fix the system has not been delivered in the time frame expected.

Proclamation- National Correctional Employees Week

Mayor Primmer read aloud the National Correctional Employee Week Proclamation; praised correctional officers traveling for training near Madras, OR, including his son, for utilizing their training and expertise to aid those in need in a recent car accident; and recognized Correctional Employees present.

Councilor Barron gave special recognition to his brother who was in the audience and is also a Correctional Officer.

Citizen Input on Non-Agenda Items

Fred Pearson, 425 W Highland Ave- Complimented the Parks and Recreation Department stating that parks always look great and are well taken care of and the Police Department stating they are professional and provide outstanding service to the community. Mr. Pearson stated he lives on the corner of Highland, Cedar, and Hemlock Ave and there has been a drug house in that area for about two years. The drug house brings in lots of foot traffic, speeding cars, loitering, theft, vandalism, garbage being blown all around the neighborhood, and more at all hours of the day and night. Police provide a presence in the area and respond to the multiple complaints by multiple people, but additional resources need to be given to this issue as it is so close to the High School and West Park Elementary School.

Henry Hooker, 460 W Hemlock Ave- stated he has lived in his home for 24 years and the neighborhood has never been in this type of turmoil until now. Confrontations are more intense and continue to escalate because of the drug house. Mr. Hooker asked the Council to intervene to help protect the neighbors.

Consent Agenda Items

Councilor McCarty moved, and Councilor Hayward seconded to approve Consent Agenda item A-G to include:

- A. Committee Vacancy Announcement
- B. Confirmation to reappoint members of the Planning Commission as follows: Annette Kirkpatrick to Position 1; Philip Hamm to Position 2; and Benjamin Doherty to Position 3. All terms expiring March 31, 2028.
- C. Confirmation to appoint members to the Hispanic Advisory Committee as follows: Maryanna Hardin to Position 1, term expiring June 30, 2026, and Carolina Delgado to Position 4, expiring June 30, 2028.



CITY COUNCIL

Regular Meeting Minutes April 28, 2025

- D. Confirmation to appoint Joseph Sharon to Position 4 of the Faith-Based Advisory Committee, term expiring December 31, 2027
- E. Recommendation to appoint Janizee Serrano to Position 4 of the Planning Commission with a term expiration of March 31, 2026.
- F. Liquor License Application for Off-Premises Sales/Change of Ownership for Metro Mart located at 1120 W Highland Ave.
- G. Minutes of the April 14th Work Session and Regular Meeting of the City Council

Motion carried unanimously.

Resolution No. 2366- Establish a No Parking Zone on the West Side of NE 2nd St – Festival Street

Planning Director Spencer displayed a photo of the hazards that exist (attached) when vehicles are parked on the west side of NE 2nd Street.

After further discussion and answering questions from the Council, Councilor Kelso moved, and Councilor Duron seconded to approve Resolution No. 2366 and lay upon the record. Motion carried unanimously.

Resolution No. 2367- Taxi Transit Contract

Assistant City Manager Morgan presented information (PowerPoint Presentation attached) regarding possibly approving a new two-year contract with Hermiston Taxi, LLC to provide subsidized taxi services for the Senior & Disabled Taxi Program and the WORC Program. The new contract will save taxpayers about \$70,000 to \$80,000 per year.

After further discussion and answering questions from the Council, Councilor Hayward moved, and Councilor Barron seconded to approve Resolution No. 2367 and lay upon the record. Motion carried unanimously.

Resolution No. 2368- Agape House- Community Development Block Grant (CDBG) Professional Services

Agreement Award. City Manager Smith asked the Council to consider awarding the professional services agreement for the CDBG Agape House Project to Columbia Engineering Group.

Councilor McCarthy moved, and Councilor Hayward seconded to approve Resolution No. 2368 and lay upon the record. Motion carried unanimously.

Ordinance No. 2370- Regulating Vehicles for Hire within the City

Assistant City Manager Morgan presented information (PowerPoint Presentation attached) regarding repealing Ordinance No. 2230 to allow vehicles for hire to operate within the City. Proposed fees will be presented at a future meeting for Council consideration.

After further discussion and answering questions from the Council, Mayor Primmer requested that the first reading be by title only. Hearing no opposition, City Attorney Richard Tovey read the ordinance by title only. Mayor Primmer requested that the ordinance be put on for final adoption at this meeting and that the second reading be by title only. After City Attorney Richard Tovey read the ordinance by title



CITY COUNCIL

Regular Meeting Minutes

April 28, 2025

only, Councilor Linton moved and Councilor Duron seconded that Ordinance No. 2370 be adopted and become effective 30-days after adoption by the City Council. Motion carried unanimously.

March 2025 Financial Report

Councilor Linton moved and Councilor McCarthy seconded to accept the March 2025 Financial Report as presented by Finance Director Palacios, Assistant City Manager Morgan, and City Manager Smith. Motion carried unanimously.

Moving the City Council Meeting of Monday May 26, 2025 to Tuesday May 27, 2025 due to the Memorial Day Holiday. Councilor Linton moved, and Councilor Hayward seconded to approve moving the May 26th City Council meeting to May 27th due to the Memorial Day Holiday. Motion carried unanimously.

Committee Reports

Public Safety Committee- Mayor Primmer and Councilor Barron gave information regarding personnel changes, Hospital staffing, 1st Quarter Activity Report with crime statistics, I Love My City and Faith & First Responders Event, Officer initiated activity, and more.

Parks and Recreation Advisory Committee- Councilor Duron spoke regarding the renaming event for Cimmarron Park, updates on the pickleball court status, and several Parks and Recreation events to include the Daddy Daughter Dance, Arbor Day Giveaway, Easter Egg Dash, Spring Bazaar, Swim Lesson sign-up and more.

Hispanic Advisory Committee- Councilor Duron stated the Committee moved forward with their goals and heard updates regarding the Cinco de Mayo event.

Health, Wellness, and Aquatic Center Task Force – Councilor Duron and Mayor Primmer stated the Task Force met and discussed possible locations and the overall expected 60 million budget that would be needed to move forward with this project.

Mayor's Report

Mayor Primmer spoke regarding:

- Attending the LOC Conference this week in North Bend, and
- How proud he is of the Department of Corrections in the City of Madras

Council Presidents Report

Councilor McCarthy spoke regarding the Cinco de Mayo event and Spring Bazaar.

Council Reports

Councilor Linton stated although this is a sensitive topic she feels that management salaries must be discussed. Councilor Linton stated she has done salary comparisons from the City of Tacoma Washington and Kennewick Washington where populations are much larger than the City of Hermiston, yet Hermiston Management is making more than those Cities. Councilor Linton asked that the Council look into salary comparisons from cities with populations of 20,000 and not 200,000 when establishing salaries and that going forward, salary caps be placed on all city employee positions, with only COLA increases, so they do not make as much as they currently do.



CITY COUNCIL

Regular Meeting Minutes

April 28, 2025

Councilor Duron asked Councilor Linton if this item was brought to her by community members. Councilor Duron stated it is difficult to find good people to recruit to Hermiston and the City does not have a revolving door of staff members coming and going as the longevity of employees was recognized at the last meeting.

Councilor Linton stated City salaries were brought up to her by one member of the public, but she will make sure to let the Council know if she receives more comments about this topic.

City Manager Smith stated he has previously spoken with and presented salary information to Councilor Linton and recommended that he present more about salary comparisons at the Budget Committee Meeting. The Council agreed.

Councilor Barron thanked City Recorder Alarcon-Strong and everyone who performs administrative work as last week was Administrative Professional's Day. The Council blissfully agreed.

Councilor Kelso thanked the professional police department staff for participating in a ride-a-long and was proud of how well staff handled people with mental health crisis, drunk and disorderly, and more.

Councilor Kelso and Councilor Hayward thanked Umatilla County Sherriff's Office Dispatch Manager, Captain Karen Primmer and all 911 dispatchers for the superhuman job they do, stating it was incredibly impressive to see what it takes to do their job and how much respect they have for this profession.

Youth Advisory Report

None present.

City Manager's Report

City Manager Smith stated small gifts have been placed at the dais for each Council member.

Adjourn

There was no other business and Mayor Primmer adjourned the regular City Council meeting at 8:49pm.

SIGNED:

Doug Primmer, Mayor

ATTEST:

Lilly Alarcon-Strong, CMC, City Recorder





Summary

- New 2-Year Contract with Hermiston Taxi, LLC
 - Senior/Disabled Taxi Ticket Program
 - WORC Taxi Ticket Program



Senior/Disabled Taxi Program

- Operated since 1960's
 - Seniors
 - Permanently disabled
- Tax-Payer Subsidized Vouchers
 - Rider Fares + State Grants + City Taxpayers = Compensation



WORC Program History

- HB2017
 - 0.1% Statewide Payroll Tax for public transit
 - \$70/yr Median Hermiston Household (\$5.83/ mo)
 - Could NOT be used on existing transit programs
- Tax-Payer Subsidized Taxi Vouchers for workers
 - Prove place of employment
 - Taxi ride to that location from anywhere in western Umatilla County





Taxi Dependence

- City Interest in Protecting Taxi Industry vs Public Safety
 - **Ride-Shares Growing Popularity as alternative to Drunk Driving**
- Inefficient System
 - **Taxi Required to operate during slow times**
 - **Taxpayer subsidy for trips any time taxi operating**



Industry DeRegulation

- De-Couple Transit Service from Taxi/Rideshare Issue
- RFP Issued (January, 2025)
 - **Cost Containment**
 - **Propose Services & Service Levels not to exceed \$415,000/yr**
 - **Expressly Implies openness to service hour reductions.**



RFP Process

- City Staff Reached out to, and Received Interest from:
 - **Hermiston Taxi**
 - **Uber**
 - **Mid-Columbia Bus**
 - **First Student**
 - **Kayak Public Transit**
- Only Responses Received



Transit Committee Review

- Pros & Cons to Both Proposals
- Too Many Unknowns with Uber
- Award to Hermiston Taxi for 2 More Years
- Allow General RideShares & Monitor Success





Change in Service Level

- Existing Senior/Disabled Taxi Hours
 - 7 Days Per Week
 - 6am-10pm
 - 5,840 Hours/Yr
 - Proposed Hours Starting 7/1/2025
 - 5 Days Per Week (M-F)
 - 7:30am – 7:30pm
 - 3,120 Hours/Yr
- 47% Reduction in Service



Change in Service Level

- Existing Senior/Disabled Taxi Hours
 - 7 Days Per Week
 - 6am-10pm
 - 5,840 Hours/Yr
 - Proposed Hours Starting 7/1/2025
 - 5 Days Per Week (M-F)
 - 7:30am – 7:30pm
 - 3,120 Hours/Yr
- ~\$50k/yr Hourly Wages



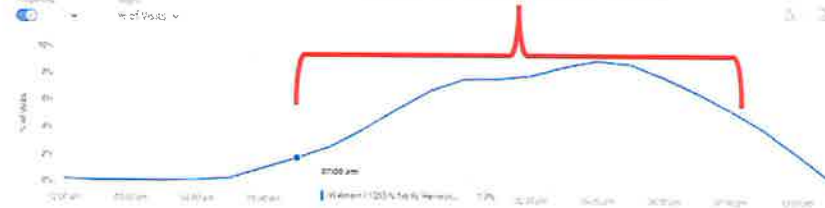
Playing to the “Meat” of the Market

Walmart

Walmart (1200 N. Hwy 101, Hermiston, OR 97101)

Hourly Visits

84% of Wal - Mart Visits



Service Cuts Mitigating Factors

- Un-Subsidized Taxi or RideShare
- Grocery Delivery
 - \$5-\$8 out of pocket
 - Taxpayer Subsidy: \$0
 - Taxi Ride: \$6 Out of Pocket
 - Taxpayer Subsidy: \$19 Each Trip





Financials

- State Taxpayer Funding: \$334,000
- City Taxpayer Funding: \$9,000
- Rider Fares: \$72,000
- Total Contract Cost/yr: \$415,000





Summary

- Allows Ride Sharing Companies to Operate within Hermiston July 1st.



Background

- Public Safety Interest in Regulating “Vehicles for Hire”
 - Passenger Safety
 - Stable/Solvent Industry
- Industry Stability Prevented Earlier Adoption
- COVID-19 Accelerated Grocery/Food Delivery
 - Developed Pool of drivers/workforce



Ordinance 2370

- Standard “Template” for Oregon Cities
- TNC’s: Transportation Network Companies
 - Allows any operator with same rules
 - Uber, Lyft, Blackwolf, etc.





Ordinance 2370

- Background Checks: TNC Requirement
- Disqualifying Standards
 - Sex Offender Registry
 - Felony Conviction Previous 7 Years
 - Conviction Previous 7 Years for
 - DUII
 - Crimes of physical harm, or attempted physical harm



Ordinance 2370

- Licensing
 - Required of Both Drivers and TNC
 - Template Examples Exist



Ordinance 2370

- Fees/Charges
 - Ord. 2370 does not establish amount of fees/charges
 - Pending Feedback, Fees/Charges to come back in May at:
 - \$50/Yr Per Driver Application Fee (Driver Paid)
 - \$1,000/yr per TNC Application Fee (Paid by TNC)
 - City Business License (Paid by Driver)
 - \$85 City resident
 - \$100 non-city resident





Hermiston Urban Renewal Agency (HURA)

- North Hermiston Urban Renewal Area – Project delayed due to signal analysis and ROW acquisition.



General Fund

- Ninth month of 2024-25 fiscal year
- Monthly Revenues are over projections by ~\$840k
 - **When compared to budget, revenues are meeting expectation at 78.8% (property taxes annualized)**



General Fund

- Monthly Expenses under projections by ~\$1,424k
 - **Although, four departments are over budget when compared to projected all departments are meeting or are below budget through March 2025**



Special Revenue Funds

- Observations:
 - Included with the March 2025 Financial Reports is a summary of this fund
 - Revenues for EOTEC project has not been reimbursed ~\$500k
 - EOTEC expenditures ~\$180k over budget due to Barn Project City match for project.
 - Match will occur prior to fiscal year end (sources from interest earnings on bond proceeds and savings on other related projects)



Utility and Street Funds

- Observations:
 - Utility fund ~\$680k over projected revenues
 - This corresponds to one time 'septic service' in recycled water



Capital Projects

- A number of projects in design:
 - Geer/Harper Realignment- full design expected by Spring
 - N. 1st Sidewalk (additional ROW with UPRR has begun)
 - RWS Backup Generators
 - Well #6 Chlorination Structure
 - Aquifer Storage/Recovery – drilling expected to begin this month
 - Well #4 Controls – contract awarded, initial work begins in June



Capital Projects

- Hangar Replacement – foundation work to begin
- Library – Framing underway, April Tour
- The Arc – Waiting for weather to do final painting
- Public Safety Center
 - Interior framing underway
 - Sally Port addition under construction





Discussion Questions?

Where Life is Sweet™



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of May 12, 2025

Title/Subject

Ordinance 2371- Creating LID 323.

Summary and Background

BACKGROUND

Northwest 2nd Street is a gravel unimproved street between W Elm Avenue and W. Cherry Avenue which provides direct access to three active industrial businesses, and two industrial lots which regularly get used for construction laydown activities.

This street has been identified as project ST 13.0 in the City's Capital Improvements Plan since 2018, but has existed in the appendix due to a lack of available funds.

The Oregon Department of Transportation is scheduled to erect traffic barricades on W Elm Avenue to better manage the efficient and safe flow of traffic through the Elm/395 intersection. These barricades will eliminate the ability for left-hand turning movements in to and out of NW Spruce. Therefore, the only remaining access on Elm Ave to the active businesses on NW 2nd for vehicles coming from the Northeast will be on NW 2nd. Similarly, the only Elm Avenue access for vehicles coming from these businesses looking to go West will be on NW 2nd. This will significantly increase the amount of traffic on this sub-standard street.

NW 2nd has been an unimproved gravel roadway due to two main factors:

- Non-Remonstrance Agreements (NRA)
 - o The City of Hermiston's standard requires that when a tax lot develops (structures are built on it), then the roadway in front of it must be built.
 - o Developers can avoid this obligation through signing an NRA. This generally states that they will not have to develop the street in order to build on their property, but if/when a Local Improvement District is proposed, then they waive their ability to formally oppose it's formation.
 - o Two of the five tax lots on NW 2nd have executed NRA's
- Undeveloped

- Undeveloped lots within the City are generally only required to pay to improve their street frontage at the time that they develop.
- Two of the five tax lots on NW 2nd have not formally developed

Due to the impending increase in traffic on NW 2nd triggered by the shift in traffic pattern accessing these businesses, it was recommended that the roadway be constructed to city standards.

Formation of a Local Improvement District (LID) is a way to finance public streets by levying the cost of the roadway on to the abutting properties which benefit from the street in amounts proportionate to their frontage.

The City of Hermiston has successfully executed 322 LID's, primarily to develop roadways.

ACTION TO-DATE

City Council, on March 24, approved Resolution 2362 to initiate LID formation by calling for development of a preliminary engineering report outlining the improvements to be made. For various reasons, city staff had already compiled this report so that it was ready and available.

City Council, on March 24, reviewed the preliminary engineering report and approved Resolution 2363 with declared the City's intent to form an LID to construct the improvements called for in the report. This action also established May 12 for a Public hearing in order to receive feedback from impacted property owners, stakeholders, and the general public.

City Staff mailed official notice to all 5 property owners on March 31. The notice included the date/time of the Public Hearing, a copy of the PER, forms to submit formal opposition, and an outline of the property owners' rights.

NEXT STEPS

1. Public Hearing- Council will accept public testimony at the public hearing in May 12. Depending on the testimony received, Council may choose to continue the hearing, table the issue, cease formation of the LID, or approve moving forward with the LID as presented.
2. If Ordinance 2371 is approved, then City Staff will begin full design engineering and target public advertisement for bids in Fall '25 with construction anticipated in Spring '26.
3. Upon construction completion, all actual costs will be tallied, and a final property assessment, based on actual costs, will be levied by City Council. Property owners will be given the option to pay their portion in one lump sum, or to pay their portion over 10 years based on the best borrowing terms the City is able to obtain, with no markup applied by the City, and the amount owed will become a lien on the property.

Tie-In to Council Goals

Transportation: Improve Mobility and Transportation

Fiscal Information

This LID will be paid for entirely by the benefitting property owners.

Alternatives and Recommendation

Alternatives

1. Approve Ordinance 2371
2. Reject Ordinance 2371

Recommended Action/Motion

Motion to approve Ordinance 2371

Submitted By:

Mark Morgan

ORDINANCE NO. 2371**AN ORDINANCE CREATING LOCAL IMPROVEMENT DISTRICT NO. 323; DESCRIBING IMPROVEMENT; SETTING BOUNDARY; PROVIDING FOR PAYMENT BY BENEFITTED PROPERTIES; SECURING SUCH PAYMENT BY LIEN AGAINST THE BENEFITTED PROPERTIES; AND CALLING FOR CONSTRUCTION**

WHEREAS, on March 24, 2025, the Hermiston City Council adopted Resolution No. 2362 to initiate the formation of a local improvement district in the vicinity of NW 2nd Street from W. Cherry Avenue to W. Elm Avenue and directed the City Manager to prepare a feasibility report for a capital construction project; and

WHEREAS, on March 24, 2025, the City Manager submitted to the City Council the N.W. 2nd Street Local Improvement District Engineering Report, March 2025, detailing the installation of improvements on NW 2nd Street:

1. The improvements will consist of approximately 480 linear feet of street improvement, to include the paving of a 28-foot-wide asphalt street in the NW 2nd Street right-of-way between W Cherry Ave. and W Elm Ave. (OR Highway 207). In addition to the paving listed above, the project will include curb and gutter as well as 5-foot sidewalks on both sides of the street, along with pedestrian ramps, driveways, and stormwater facilities.
2. The full project cost for the above-mentioned improvements is estimated at \$580,000.
3. The methodology for levying assessments uses the amount of frontage that each property has in relation to certain improvements as the way to assign benefit, and therefore, the corresponding amount of the levy applied to the property. A detailed description of how that is applied is included in the engineer's report. and

WHEREAS, after reviewing the engineering report, the City Council adopted Resolution No. 2363, establishing the intent to form Local Improvement District No. 323 ("LID 323") and calling for a public hearing on May 12, 2025; and

WHEREAS, on March 31, 2025, more than ten (10) days before the May 12, 2025 public hearing on LID 323, the City Manager mailed or personally delivered a notice of the public hearing containing the date, time, and location of the hearing together with the information required by subsection 34.28(B) of the Hermiston Municipal Code ("HMC"), including a copy of the engineering report and a form of remonstrance as provided in HMC 34.30, to each of the owners of each property proposed to be located within the local improvement district; and

WHEREAS, on May 12, 2025, a public hearing was held before the City Council for public testimony and submission of remonstrances. Since less than 60% of valid remonstrances of the 5 lots within the proposed local improvement district were received, the hearing was closed. Now therefore:

THE CITY OF HERMISTON ORDAINS AS FOLLOWS:

SECTION 1. That under the authority of Chapters 34.25-34.40 of the Hermiston Municipal Code, the City Council does hereby establish LOCAL IMPROVEMENT DISTRICT NO. 323, as the project satisfies the definition of a local improvement district under state law and HMC 34.26.

SECTION 2. That the improvement shall consist of approximately 480 linear feet of street improvement to include the paving of a 28-foot-wide asphalt street in the NW 2nd Street right-of-way between W Cherry Ave. and W Elm Ave. (OR Highway 207). In addition to the paving listed above, the project will include curb and gutter as well as 5-foot sidewalks on both sides of the street, along with pedestrian ramps, driveways, and stormwater facilities. *See the N.W. 2nd Street Local Improvement District Engineering Report, March 2025, on file with the City and is also attached to Resolution No. 2363.*

SECTION 3. That the Boundary of Local Improvement District No. 323 shall embrace the property to be benefitted and to be assessed for the installation of said improvement, and shall include the following described land described in attached Exhibit A, all of said land being located in the City of Hermiston, Umatilla County, Oregon.

SECTION 4. That the cost of making such improvement shall be a charge against and a lien upon all lots, parts of lots and parcels of land benefitted by such improvement; and the owners of such lots, parts of lots and parcels of land especially benefitted by such improvement shall be liable for payment of the expenses and costs thereof.

SECTION 5. That the property owners within the benefitted district will contribute \$580,000 towards the cost of this project based on the amount of frontage that each property has in relation to certain improvements constructed along their property frontage. A list of the benefitted properties by tax lots and tax map, owners and estimated LID assessment for each tax lot is attached as Exhibit B.

SECTION 6. That the City Manager shall have prepared plans and specifications for appropriate improvements as described in accordance with the charter and ordinances of the City and shall invite public bids for the construction of said improvement district project as required by the charter, ordinances and general specification of the City and this Ordinance No. 2371.

SECTION 7. This ordinance shall take effect on the 30th day after its adoption.

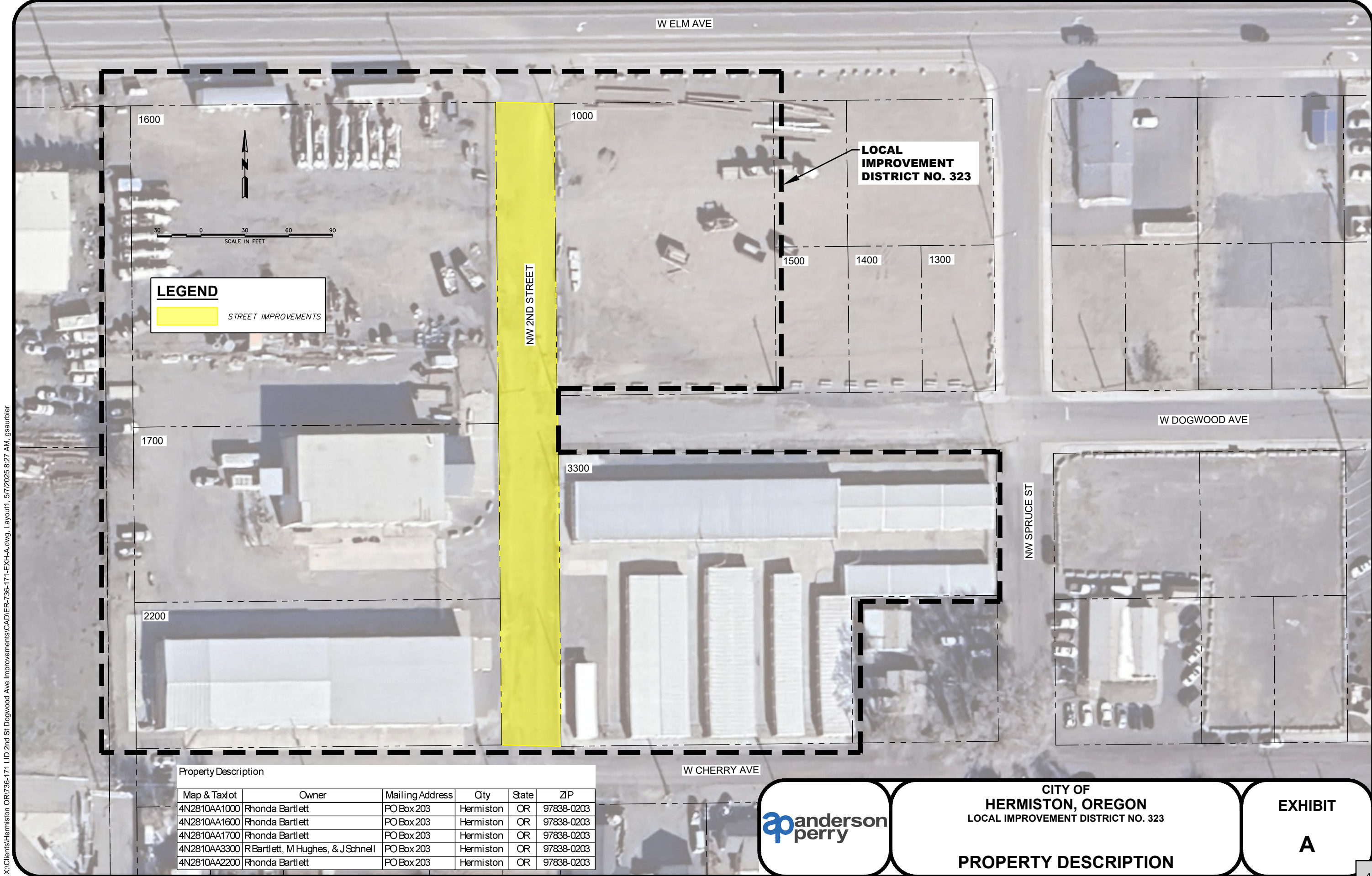
ADOPTED by the Common Council this 12th day of May 2025.

SIGNED by the Mayor this 12th day of May 2025.

Doug Primmer, Mayor

ATTEST:

Lilly Alarcon-Strong, CMC City Recorder



X:\Clients\Hermiston OR\736-171 LID 2nd St Dogwood Ave Improvements\CAD\IER-736-171-EXH-A.dwg, Layout1, 5/7/2025 8:27 AM, gsaubler

EXHIBIT B

Prop Des/Tax ID	Owner(s)	Estimated Assessment
4N2810AA1000	Rhonda Bartlett P.O. Box 203 Hermiston, OR 97838	\$ 123,404.26
4N2810AA1600	Rhonda Bartlett P.O. Box 203 Hermiston, OR 97838	\$ 135,744.68
4N2810AA1700	Rhonda Bartlett P.O. Box 203 Hermiston, OR 97838	\$ 135,744.68
4N2810AA3300	Rhonda Bartlett, MJ Hughes, J Schnell P.O. Box 203 Hermiston, OR 97838	\$ 123,404.26
4N2810AA2200	Rhonda Bartlett P.O. Box 203 Hermiston, OR 97838	\$ 61,702.13
	TOTAL ASSESSED	\$ 580,000.00



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of May 12, 2025

Title/Subject

Adoption of FY2024-25 Umatilla County Dispatch Agreement

Summary and Background

Due to a variety of circumstances, the City has not had a current Intergovernmental Agreement (IGA) for dispatch services. The IGA proposed is a result of many meetings with a variety of Umatilla County officials. The proposed agreement will continue services but there are many more discussions that need to happen on a more regular basis. I believe the commissioners and other County staff are committed to continuing these discussions.

I will highlight financial trends with the cost of dispatch services below.

Tie-In to Council Goals

N/A

Fiscal Information

Below is a history of the costs of dispatch to the City since we consolidated.

<u>Fiscal Year</u>	<u>Proposed/Budgeted Cost</u>	<u>Actual Cost</u>
2014-2015	\$246,660	\$246,660
2015-2016	\$258,500	\$255,684
2016-2017	\$304,436	\$304,436
2017-2018	\$305,258	\$308,975
2018-2019	\$310,000	\$304,294
2019-2020	\$320,418	\$320,418

2020-2021	\$330,500/\$356,000	\$305,789
2021-2022	\$358,500	\$355,942
2022-2023	\$358,500	\$358,326
2023-2024	\$449,856	\$368,000
2024-2025	\$410,000	\$654,319/\$476,842

I show you these numbers so you can see why this cost is a large concern for staff. Here is a contract that has increased by over 50% for the agreement before you over the last four years. This agreement is below what the current agreed upon formula would have us pay. My biggest concern is that we never heard about the reasons for the increase until after the fact. There was no discussion with cities or fire agencies. Cities currently fund about half of the dispatch costs after subtracting out 911 tax revenue. I will say that I appreciate the commissioners taking more of the contract administration on their shoulders. There is a lot of work to do on this.

Alternatives and Recommendation

Alternatives

1. Adopt IGA as presented.
2. Direct Staff to return to the County and continue to negotiate.

Recommended Action/Motion

Motion to authorize the City Manager to sign the FY2024-25 IGA for Dispatch Services as presented.

Submitted By:

Byron D. Smith

INTERGOVERNMENTAL AGREEMENT FOR DISPATCH OF EMERGENCY AND NON-EMERGENCY COMMUNICATION SERVICES

1.0 DATE

The date of this agreement is July 1, 2024.

2.0 PARTIES

An agreement between Umatilla County ("County") and the City of Hermiston ("City") for dispatch services and emergency communications services.

3.0 RECITALS

Whereas Umatilla County Sheriff's Office currently operates a 24-hour Dispatch Center ("Dispatch Center") located within the Umatilla County Justice Center, 4700 Pioneer Place, Pendleton, Oregon, and

Whereas ORS 190.010 authorizes the County and the City to enter into an agreement for cooperative performance of any function or activity that a party to the cooperative agreement has authority to perform.

4.0 PURPOSE

The parties agree to have the County provide the emergency and non-emergency communication dispatch services for the City under the terms and conditions of the agreement.

5.0 TERM

The initial term of this contract will be from July 1, 2024 to June 30, 2025 and may be terminated by either party upon a 365 day written notice to the other party, the Hermiston Police Chief or the Umatilla County Sheriff, as the case may be. This contract will automatically renew for additional one year periods unless terminated as described above.

6.0 COUNTY RESPONSIBILITIES The County will:

A. Answer emergency 9-1-1 calls for the citizens of the city of Hermiston. Emergency calls will be given priority over non-emergency calls.

B. As part of the Dispatch Center, provide dispatch services on a 24-hour basis for police service and after hours, weekend, and holiday emergency dispatch for City Public Works and Parks Departments.

C. Dispatch in accordance with all applicable laws and regulations and practices of the City as they may be implemented or changed after consultation and consent.

D. Provide written and recorded logging, law enforcement data service and other reasonable services and assistance in connection with the communication services. Enter "Calls for Service" into the CAD/RMS computer system (currently Sun Ridge Systems, Inc.) for Hermiston Police Department.

E. Morrow County will be a hot backup center to provide seamless dispatch services in the event of an emergency.

F. Consult with the Hermiston Police on equipment, computer software, budget, procedures, and operation of the center and ensure no significant changes are implemented without express approval of the majority of entities the County dispatches for.

G. Set up a special fund for dispatch operations, entitled Dispatch Reserve Fund, for equipment purchases and maintenance costs and provide a copy of the annual audit of this fund to the City. Any balance in this fund at the end of the fiscal year will be carried over as a beginning balance for the next fiscal year.

H. County shall retain control of its Communication Center personnel and their performance of services under this agreement. All such personnel performing services for the county pursuant to this agreement shall be County employees. County personnel are certified as Telecommunicators and Emergency Medical Dispatchers.

I. County will provide regular updates to the City in regards to any complaints of public or private concerns. County will respond to and address complaints in accordance with best practices, collective bargaining agreements, and update City as to the outcomes.

J. County will host quarterly meetings with the oversight committee appointed by the Umatilla County Commissioners to discuss all facets of the Communications Center operations that affect the City of Hermiston.

7.0 CITY RESPONSIBILITIES

The City will:

A. Beginning July 1, 2024, City will pay \$476,842 to County, on a periodic basis, upon receiving bill from County, no less frequently than monthly. This amount is based on a pro rata net cost associated with the operation of the dispatch center based on net assessed value. This amount may be adjusted annually if the base amount of cost and/or resources changes. Some anticipated changes could include final personal services expenses arising from contract negotiations with Umatilla County Law Enforcement Association for services after July 2025, legislative and other changes to the Public

Employee Retirement System and other actions affecting the amount of resources. Due to the state budgeting, funding for the program may change during the year, and as a result the costs for the fiscal year and contributing agency fees are subject to change and the amount of payments may be opened for further negotiation between the parties.

B. 911 funds collected by the State of Oregon for the City will be deposited to the County by Oregon Emergency Management. These funds are for answering 911 calls for the City.

C. Consult with the County on equipment, computer software, budget, procedures and operation of the center.

D. City will provide opportunity for patrol staff to view dispatch operations at the center for up to four hours per year.

E. City will respond to and address complaints in accordance with best practices, collective bargaining agreements and update the County as to the outcomes.

8.0 HOLD HARMLESS

To the extent permitted by law, the parties will hold each other harmless and will indemnify the other from any and all causes of action, judgments, claims, damages, or otherwise arising out of its sole and solitary acts under this agreement.

9.0 SUCCESSOR AGREEMENTS

9.1 The parties intend to negotiate a successor agreement that will provide for a continuation of cooperative dispatch services, including equipment and software maintenance and replacement, with the costs of those services to be allocated on a mutually agreed formula.

9.2 In the event another entity desires to become a party to this agreement, within 30 days of the execution of an agreement including the other entity, the amount paid to County by City will be reallocated on a mutually agreed formula.

10.0 DISPOSITION ON TERMINATION

In the event this agreement is terminated or not renewed, the equipment located at the location of a party will be considered the property of that party.

CITY OF HERMISTON

UMATILLA COUNTY

Celinda A. Timmons
Chair, Board of Commissioners



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of May 12, 2025

Title/Subject

Adoption of RV Park Expansion Agreement and License

Summary and Background

A few months ago, Amazon Web Services (AWS) approached the City with a need expressed to them by the contractors that are building their data centers. The contractors are not finding enough places for contractors to live. The companies they use are large national commercial construction contractors and their main staff often travel from project to project and utilize some form of a recreational vehicle for housing while working on various projects around the country. Amazon asked if we might be able and willing to construct an RV Park that could be dedicated to their employees and contractors through some type of license agreement. They were also willing to assist in constructing spaces that could be used by the City in other ways.

As designated in the EOTEC master plan there is an event camping area (short-term RV park). After examining the idea, the City responded that yes we would be able to construct spaces for both uses and that we were interested in partnering. The City established a high-level cost estimate and then worked with AWS to develop the agreement in front of you tonight.

Tie-In to Council Goals

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

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

Fiscal Information

The agreement provides for a total of \$8 million in four payments over the proposed construction period. The City commits to be done by December 2026.

Alternatives and Recommendation

Alternatives

1. Authorize the City Manager's signature on the proposed agreement.

The Proposed Agreement was still under review by AWS at the time of original posting and will be sent directly to the Council and uploaded to the online agenda when available.

2. Direct Staff to return to AWS to negotiate.

Recommended Action/Motion

Motion to authorize the City Manager to sign the RV Park Expansion Agreement and License.

Submitted By:

Byron D. Smith