



CITY COUNCIL

AGENDA

MONDAY, OCTOBER 23, 2023

COUNCIL CHAMBERS - 180 NE 2ND ST.

Where Life is Sweet

Other ways of viewing or participating in live meetings are available through:

YouTube at: City of Hermiston - YouTube

Zoom with Meeting ID: 862 2614 4112 Passcode: 203345 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. Municipal Court Budget & Budget Overview

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- Hispanic Heritage Month & Grupo Reje

B. Presentation- Community Counseling Solutions

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. Appointment Confirmation of Casey Hinkley for: Library Board, Position #5- term ending 06/30/2027
- C. Final Plat Cimmaron Terrace Phase IV 4N2802DB Tax Lot 101- NE 8th Place
- D. Minutes of the October 9th City Council Work Session & Regular Meetings

9. ITEMS REMOVED FROM CONSENT AGENDA

10. ORDINANCES AND RESOLUTIONS

- A. Ordinance No. 2350 – Amending Chapter 97 of the Hermiston Municipal Code
- B. Resolution No. 2292- Review and Approval of Building Code Updates
- C. Resolution No. 2293- Award contract for constructing SE 9th Street (E Penney Ave. to Feedville Road).
- D. Resolution No. 2294- Contract Award North Hermiston Drain Piping
- E. Resolution No. 2295 – Updated IGA with City of Pendleton for IT Services

11. OTHER

- A. September 2023 Financial Report

12. COMMITTEE REPORTS

- A. City Committee and Liaison:

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

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

13. ADJOURN

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

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



PUBLIC ANNOUNCEMENT

The City is accepting applications for the following Committees:

1) Airport Advisory Committee

- Position 2: 3-year term ending October 31, 2026 (Advertised as of 08/16/2023)

2) Budget Committee

- Position 4, 5, & 6: 3-year term ending December 31, 2026 (Advertised as of 10/11/2023)

3) Faith-Based Advisory Committee

- Position 1 & 2: 3-year term ending December 31, 2026 (Advertised as of 10/11/2023)

4) Recreation Projects Fund Advisory Committee (Representing the Hoteliers)

- Position 4: 3-year term ending December 31, 2026 (Advertised as of 10/11/2023)

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 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.



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of October 23, 2023

Title/Subject

Final Plat Cimmaron Terrace Phase IV 4N2802DB Tax Lot 101- NE 8th Place

Summary and Background

Kevin Bethje of MGS Pasco Inc has submitted a final plat for Phase IV of the Cimmaron Terrace subdivision. The property is described as 4N2802DB Tax Lot 101 and is zoned Medium-High Density Residential (R-3). The plat creates 32 lots ranging in size from 6,114 square feet to 11,779 square feet in size.

The planning commission's approval of the preliminary plat in May of 2010 was subject to 17 conditions of approval.

The criteria that are applicable to the decision to accept the final plat are contained in 154.46 of the Hermiston Code of Ordinances which governs the information presented on the final plat.

The preliminary plat conditions and the final plat requirements are attached to this report as Exhibit A. The map showing the property boundary and adjacent streets and parcels is attached as Exhibit B. An aerial photo is attached as Exhibit C. The final plat as prepared by the surveyors is attached as Exhibit D.

Tie-In to Council Goals

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

Fiscal Information

Thirty-two R-3 lots will result in thirty-two new housing units with an average price of \$350,000. At full build-out this phase of development will generate approximately \$76,944 in revenue to the city each year.

Alternatives and Recommendation

Alternatives

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

Recommended Action/Motion

Staff recommends the city council approve the final plat.

Submitted By:

Clinton Spencer, Planning Director

Exhibit A
Conditions of Approval and Findings of Fact
Cimmaron Terrace Phase IV
October 23, 2023

Conditions of Preliminary Plat Approval May 18, 2010

- 1) Applicant shall dedicate to the city the 7.09 acre wetland area to the city for park purposes. As requested by the Parks and Recreation Department, the applicant shall install the following improvements on the park site prior to city acceptance of the park:
 - a. Utility stubs (water, sewer, and electricity) to the property.
 - b. A natural surface trail loop (department will work with developer to establish route).
 - c. Entrance paving and four paved parking spaces.
 - d. Simple kiosk (department will provide plans).

Finding: A development agreement for this park has been executed between the developer and city. The park lots have been deeded to the city.

- 2) Applicant shall work with and receive certification from the Hermiston Irrigation District. The applicant should be aware that the City of Hermiston will not sign the final plat until the Hermiston Irrigation District has been satisfied and signs the final plat.

Finding: The applicant shall meet this condition of approval. The necessary signature block for the Irrigation District is included on the final plat.

- 3) Applicant must sign a developer's agreement and shall install grading, storm drainage, curb and gutter, sidewalks, street paving, and all service utilities for each phase of the Cimmaron Terrace development. All improvements for each phase shall comply with city standards and specifications and shall receive final approval from the city engineer.

Finding: This condition has been satisfied.

- 4) Streetlights shall also be installed at the applicant's cost. Once installed, the City will assume the monthly service charges.

Finding: Construction of improvements is underway. All construction conditions shall be satisfied prior to the city signing the final plat. This condition has been satisfied.

- 5) Per Section 157.164(E) of the Hermiston Code of Ordinances, where it has been determined that the extension of public facilities is required, all costs related to such extension shall be borne by the developer. In addition, any extension of the facilities shall be continued and extended in a logical fashion

to the extent of the development site so as to be readily available for adjacent development.

Finding: This condition shall remain in effect.

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

Finding: This condition shall remain in effect.

- 7) The applicant will be required to completely pave E Theater Lane with two travel lanes of paving from the western boundary of the development to NE 10th Street when Phase IV as shown on the preliminary map is completed. Curbing, drainage and sidewalks will be required for the development frontage of Theater Lane only and will not be required off-site or on the north side of Theater Lane.

Finding: This condition has been satisfied.

- 8) Each of the lots in the Alora Heights pressure zone shall be required to pay \$309.50 at the time of connection to water and sewer services. This money shall be used to fund future improvements to the Alora Heights booster station which operates near capacity.

Finding: The city public works department has waived this condition of approval. Construction of the E Punkin Center water tower and offsite water lines has negated the need for future improvements to the Alora Heights booster station. This condition is no longer necessary.

- 9) A portion of the development site is too low to adequately gravity flow to the sewer service in E Oregon Avenue. Therefore, the developer will be required to either construct a second sewer line to service this portion of the development or construct a sewer pump station for service.

Finding: This condition shall remain in effect.

- 10) Sidewalks shall be installed along all new and existing street frontages within the development and along the southern boundary of E Theater Lane adjacent to the development.

Finding: This condition shall remain in effect.

- 11) The developer will install all necessary facilities to prevent the collection of surface water in any low spot and to adequately maintain all stormwater on-site.

Finding: This condition shall remain in effect.

- 12) The developer shall be responsible for obtaining access for NE 9th Street onto E Elm Avenue from the Oregon Department of Transportation. This shall include all required access permits from the State of Oregon as well as all necessary right-of-way acquisition from affected property owners.

Finding: This condition will be satisfied in subsequent phases. Right of way has been acquired by the developer.

- 13) The off-site portion of NE 9th Street between the development and E Elm Avenue shall be improved with paving only. Curbs and sidewalks are not necessary for the off-site portion.

Finding: This condition will be satisfied in subsequent phases.

- 14) All utilities shall be extended to the eastern property boundary to be available for future extensions in accordance with §157.164(E) of the Hermiston Code of Ordinances.

Finding: This condition shall remain in effect.

- 15) The developer shall dedicate 5 feet of right-of-way to E Theater Lane, bringing the south half of the right-of-way to 25 feet from centerline.

Finding: This condition has been satisfied.

- 16) At such time that 80 dwellings are constructed outside the Alora pressure zone, the developer will be responsible for constructing a second water connection to provide redundancy to the development.

Finding: This condition has been waived by the public works department. The construction of the E Punkin Center water tower has changed the utility plan for the development.

- 17) The developer shall erect a break-away barrier at E. Oregon Avenue during Phase 1 until such time when access to E. Elm Avenue is available.

Finding: This condition has been satisfied.

§154.46 Final Plat Requirements

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

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

(H) All dimensions, both linear and angular, necessary for locating the boundaries of the subdivision, lots, streets, alleys, easements, and other areas for public or private use. Linear dimensions are to be given to the nearest 1/10 of a foot;

(I) All necessary curve data;

(J) The location of all survey monuments and bench marks together with their descriptions;

(K) The name of the subdivision, the scale of the plat, points of the compass, and the name of owners or subdivider;

(L) The certificate of the surveyor attesting to the accuracy of the survey and the correct location of all monuments shown;

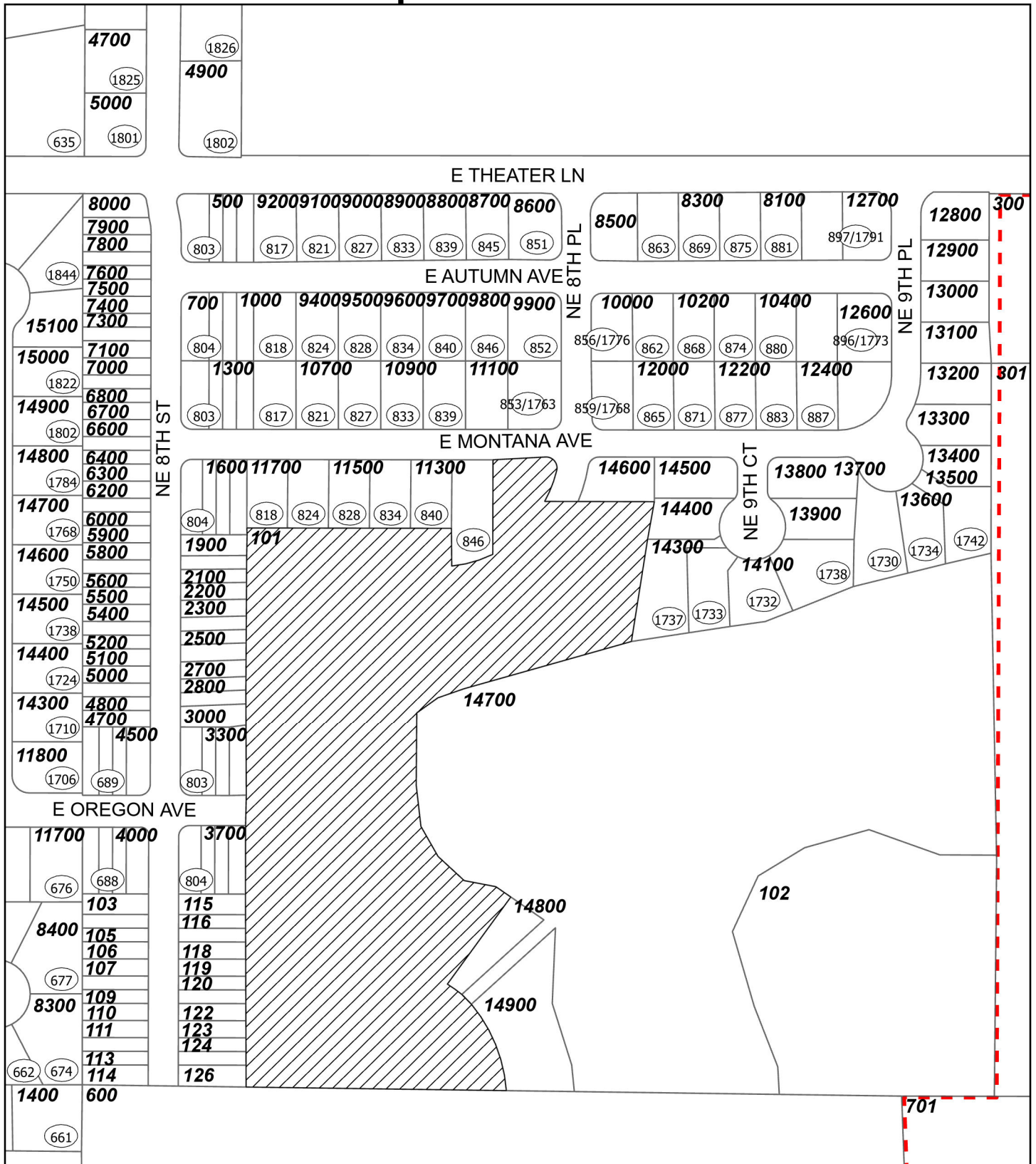
(M) Private restrictions and trusteeships and their periods of existence. Should these restrictions or trusteeships be of such length as to make their lettering on the plat impracticable and thus necessitate the preparation of a separate instrument, reference to such instrument shall be made on the plat;

(N) Acknowledgment of the owner or owners to the plat and restrictions, including dedication to public use of all streets, alleys, parks or other open spaces shown thereon, and the granting of easements required; and

(O) Certificates of approval for endorsement by the City Council and certificate indicating its submission to the Planning Commission, together with approval for endorsement by other local, county and/or state authority as required by Oregon statutes.

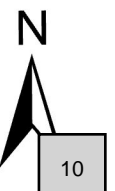
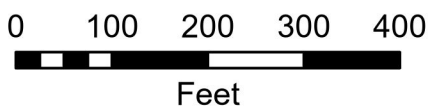
All items required for the final plat are shown on the final plat.

Notice of Proposed Land Use Action







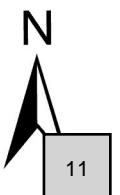
Legend

- Final Plat Area
- Property Line
- City Limits
- Urban Growth Boundary





 Final Plat Area
 Property Line
 City Limits
 Urban Growth Boundary



CALCULATED POSITION
FOR C-1/4 CORNER
SECTION 2 PER SURVEY
REFERENCE #4

EAST THEATER AVE.

(N 89°34'44" E 2651.28) SR NO. 7
N 89°35'42" E 2651.10'

S 89°35'42" W 1325.55'

S 89°35'42" W 1325.55'

FOUND BRASS CAP
IN PAVEMENT
"KRUMBEIN"
S-156-C, 1980, HELD

(S 00°32'59" W 1328.29') SR NO. 6
N 00°23'35" W 1308.29'

SITE

S 00°28'21" E 1329.59'

N 00°32'05" W 1330.89'

239.60'

N 89°39'03" E 1327.39'

706.73'

N 89°39'03" E 1327.00'

S 00°32'05" E 2661.77'
(S 00°32'16" E 2661.60) SR NO. 5

(S 00°27'36" W 1328.29') SR NO. 6
S 00°25'38" E 1328.68'

S 00°28'21" E 1329.78'

N 00°32'05" W 1330.89'

FOUND AND HELD SOUTH QUARTER
CORNER SECTION 2 PER
SURVEY REFERENCE #6

S 89°41'54" W 1328.45'

2656.89' N 89°41'54" E
(2656.82' N 89°41'53" E) SR NO. 5

S 89°41'54" W 1328.45'

FOUND AND HELD SOUTH EAST
CORNER OF SECTION 2
PER SURVEY REFERENCE #5

PREPARED BY: MGS PASCO, INC.
809 S AUBURN ST, KENNEWICK, WA, 99336 509-491-1071
MGS PASCO, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE
SUCH AS ADVERSE POSSESSION, ACQUIESCENCE, ESTOPPEL, ETC.

200 100 0 200 300 400
SCALE 1 INCH = 200 FEET

CIMMARON TERRACE PUD PHASE IV

OF LOT 76 OF "CIMMARON TERRACE
PHASE 3" (17-51)
LOCATED IN A PORTION OF THE NW
1/4 OF THE SE 1/4
OF SECTION 2, T 4 N , R 28 E, W.M.
CITY OF HERMISTON
UMATILLA COUNTY, OREGON

OCTOBER 2, 2023
JOB NO. 23-185

SHEET 1 OF 3

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 9, 2001
KEVIN L. BETHJE
55437

Expires 12-31-2023

10-02-2023

SURVEYOR'S CERTIFICATE

I, KEVIN L. BETHJE, BEING FIRST DULY SWORN, DEPOSE AND SAY THAT I
AM A PROFESSIONAL LAND SURVEYOR OF THE STATE OF OREGON, AND
THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH LEGAL
MONUMENTS THE LAND REPRESENTED ON THIS PLAT, THE EXTERIOR
BOUNDARIES OF WHICH ARE DESCRIBED HEREON.

KEVIN L. BETHJE PROFESSIONAL LAND SURVEYOR
CERTIFICATE NUMBER 55437.
10-02-2023

DATED

SHEET INDEX

- 1) EXTERIOR BOUNDARY, SECTION
- 2) LOTS, DIMENSIONS, SQUARE FOOTAGES AND ADDRESSES
- 3) APPROVAL SIGNATURES, VICINITY MAP, CURVE AND LINE TABLES

SURVEY REFERENCE

- 1) PARTITION PLAT NO. 2004-02
- 2) PHEASANT RUN-PHASE FOUR BOOK 14 PAGE 37
- 3) PHEASANT RUN-PHASE FIVE BOOK 14 PAGE 55
- 4) PHEASANT RUN-PHASE SIX BOOK 14 PAGE 80
- 5) LEWIS SURVEY BOOK 14 PAGE 01-B
- 6) PHEASANT RUN PHASE 1 BOOK 13 PAGE 135
- 7) SUNSET ESTATES, BOOK 13, PAGE 86
- 8) "PLAT OF CIMMARON TERRACE PHASE 1", BOOK 16, PAGE 29
- 9) "CIMMARON TERRACE PHASE 2", BOOK 17, PAGE 3
- 10) "CIMMARON TERRACE PHASE 3", BOOK 17, PAGE 51
- 11) FLOWERS SURVEY, BOOK 19, PAGE 112-B
- 12) "CIMMARON TERRACE REPLAT", BOOK 16, PAGE 94
- 13) "CIMMARON TERRACE PUD PHASE V" BOOK 18, PAGE 5

BASIS OF BEARING: OREGON STATE PLANE COORDINATE
SYSTEM, NORTH ZONE, NAD83/2011 DATUM, PER OPUS
SOLUTION, COMBINED SCALE FACTOR 0.99994817. DISTANCES
SHOWN ARE GROUND DISTANCES.

CIMMARON TERRACE PUD PHASE IV

OF LOT 76 OF "CIMMARON TERRACE
PHASE 3" (17-51)
LOCATED IN A PORTION OF THE NW
1/4 OF THE SE 1/4
OF SECTION 2, T 4 N , R 28 E, W.M.
CITY OF HERMISTON
UMATILLA COUNTY, OREGON

OCTOBER 2, 2023
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SHEET 2 OF 3

LEGEND

- INDICATES 5/8" X 30" IRON ROD WITH "BETHJE LS 55437" CAP SET
- INDICATES FOUND 5/8" IRON ROD WITH "WA 19619 / OR 02820" CAP, HELD PER SR NO. 10 UNLESS NOTED OTHERWISE
- ✱ INDICATES FOUND 5/8" IRON ROD WITH "BETHJE LS 55437" CAP, HELD PER SR NO. 8 AND NO. 13 UNLESS NOTED OTHERWISE
- (XXX.XX) INDICATES RECORD INFORMATION PER SR 10
- [XXX] INDICATES LOT ADDRESS

SURVEYOR'S CERTIFICATE

I KEVIN L. BETHJE, BEING FIRST DULY SWORN, DEPOSE AND SAY THAT I AM A PROFESSIONAL LAND SURVEYOR OF THE STATE OF OREGON, AND THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH LEGAL MONUMENTS THE LAND REPRESENTED ON THIS PLAT, THE EXTERIOR BOUNDARIES OF WHICH ARE DESCRIBED HEREON.

KEVIN L. BETHJE PROFESSIONAL LAND SURVEYOR CERTIFICATE NUMBER 55437.
10-02-2023
DATED

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- 7) SUNSET ESTATES, BOOK 13, PAGE 86
- 8) "PLAT OF CIMMARON TERRACE PHASE 1", BOOK 16, PAGE 29
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"PLAT OF
CIMMARON TERRACE
PHASE 1"
BOOK 16 PAGE 29

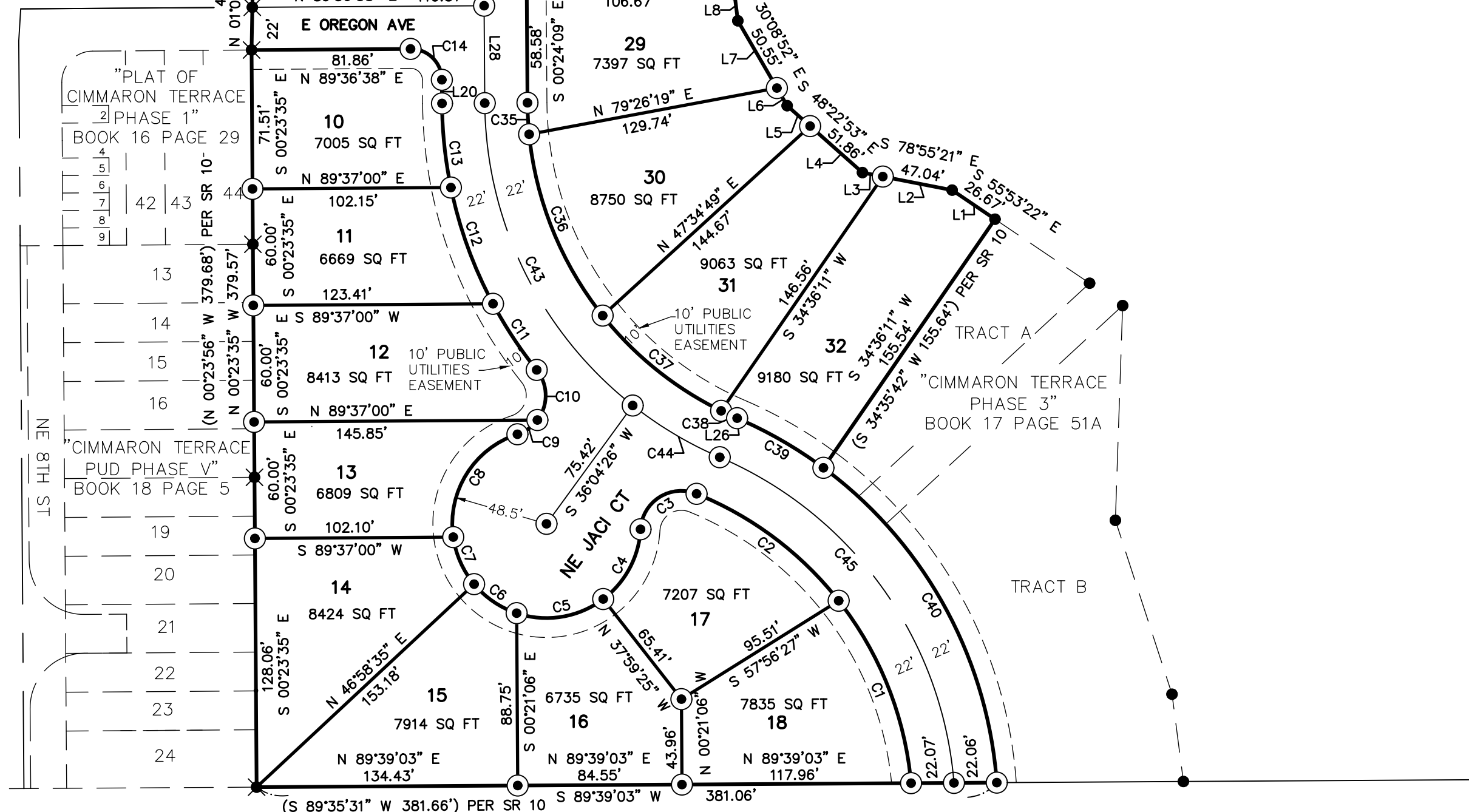
"CIMMARON TERRACE
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BOOK 18 PAGE 5

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60 30 0 60 90 120
SCALE 1 INCH = 60 FEET

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509-491-1071



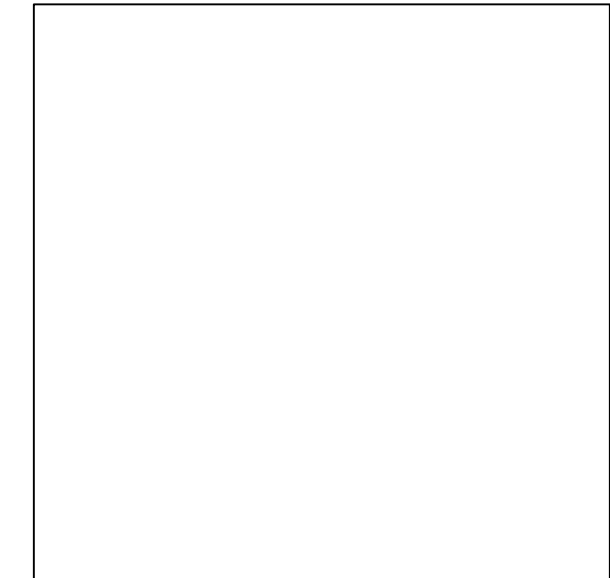
CIMMARON TERRACE
PUD PHASE IV

OF LOT 76 OF "CIMMARON TERRACE
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OCTOBER 2, 2023
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SHEET 3 OF 3

LEGAL DESCRIPTION:
THAT PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON, DESCRIBED AS FOLLOWS:
LOT 76 OF "CIMMARON TERRACE PHASE 3" ACCORDING TO THE PLAT THEREOF, RECORDED UNDER BOOK 17 OF PLATS
AT PAGE 51, RECORDS OF UMATILLA COUNTY, OREGON.



CURVE TABLE					
CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST.
C1	178.00'	32°59'06"	102.47'	N 21°39'01" W	101.06'
C2	178.00'	29°47'42"	92.56'	N 53°02'25" W	91.52'
C3	21.00'	108°44'56"	39.86'	S 57°41'16" W	34.14'
C4	48.50'	49°40'16"	42.05'	N 28°08'56" E	40.74'
C5	48.50'	55°28'39"	46.96'	N 80°43'24" E	45.15'
C6	48.50'	31°43'14"	26.85'	S 55°40'40" E	26.51'
C7	48.50'	31°43'15"	26.85'	S 23°57'25" E	26.51'
C8	48.50'	80°07'45"	67.83'	S 31°58'05" W	62.43'
C9	21.00'	34°59'30"	12.83'	N 54°32'12" E	12.63'
C10	21.00'	75°44'21"	27.76'	N 00°49'43" W	25.78'
C11	222.00'	10°33'00"	40.88'	S 33°25'24" E	40.82'
C12	222.00'	16°29'12"	63.88'	S 19°54'18" E	63.66'
C13	222.00'	11°15'33"	43.63'	S 06°01'55" E	43.56'
C14	16.00'	89°59'14"	25.13'	N 45°23'46" W	22.62'
C15	16.00'	90°00'46"	25.14'	N 44°36'14" E	22.63'
C16	222.00'	6°50'47"	26.53'	S 03°01'15" W	26.51'
C17	222.00'	16°04'28"	62.28'	S 14°28'53" W	62.08'
C18	222.00'	18°21'18"	71.12'	S 31°41'46" W	70.81'
C19	222.00'	4°26'51"	17.23'	S 43°05'50" W	17.23'
C20	222.00'	4°50'05"	18.73'	S 47°44'18" W	18.73'
C21	222.00'	8°58'42"	34.79'	S 54°38'41" W	34.75'
C22	222.00'	24°34'47"	95.24'	S 71°25'25" W	94.51'
C23	178.07'	20°11'14"	62.74'	N 73°34'44" E	62.42'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST.
C24	178.07'	34°45'09"	108.01'	N 46°06'32" E	106.36'
C25	178.07'	15°39'42"	48.67'	N 20°54'07" E	48.52'
C26	16.00'	103°29'07"	28.90'	N 38°40'18" W	25.13'
C27	222.07'	10°43'15"	41.55'	N 27°57'11" E	41.49'
C28	222.07'	9°18'32"	36.08'	N 37°58'04" E	36.04'
C29	222.07'	10°00'53"	38.82'	N 47°37'47" E	38.77'
C30	222.07'	15°46'40"	61.15'	N 60°31'33" E	60.96'
C31	222.07'	15°36'02"	60.47'	N 76°12'54" E	60.28'
C32	178.00'	18°32'55"	57.62'	S 74°26'21" W	57.37'
C33	178.00'	36°53'34"	114.61'	S 46°43'07" W	112.64'
C34	178.00'	28°40'29"	89.08'	S 13°56'05" W	88.16'
C35	178.00'	5°13'07"	16.21'	S 03°00'42" E	16.21'
C36	178.00'	32°52'57"	102.16'	S 22°03'44" E	100.76'
C37	178.00'	25°23'48"	78.90'	S 51°12'06" E	78.26'
C38	178.00'	2°49'27"	8.77'	S 65°18'44" E	8.77'
C39	222.00'	13°15'21"	51.36'	N 60°05'46" W	51.25'
C40	222.00'	49°15'54"	190.88'	N 28°50'09" W	185.06'
C41	200.07'	58°25'40"	204.02'	N 54°29'59" E	195.30'
C42	200.00'	84°06'57"	293.62'	S 41°39'20" W	267.95'
C43	200.00'	51°21'16"	179.26'	S 26°04'47" E	173.32'
C44	200.00'	14°58'02"	52.25'	S 59°14'26" E	52.10'
C45	200.00'	62°10'41"	217.04'	N 35°43'01" W	206.55'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 55°53'22" E	26.67'
L2	S 78°55'21" E	36.36'
L3	S 78°55'21" E	10.68'
L4	S 48°22'53" E	36.03'
L5	S 48°22'53" E	15.83'
L6	S 30°08'52" E	10.48'
L7	S 30°08'52" E	40.07'
L8	S 07°01'20" E	16.46'
L9	S 07°01'20" E	44.00'
L10	S 00°02'21" E	16.33'
L11	S 00°02'21" E	60.00'
L12	S 00°02'21" E	20.39'
L13	S 54°00'21" W	19.04'
L14	S 54°00'21" W	18.90'
L15	S 71°44'50" W	14.74'
L16	S 71°44'50" W	25.50'
L17	S 75°41'22" W	34.63'
L18	N 09°42'48" E	12.20'
L19	S 56°57'15" E	31.24'
L20	S 00°24'09" E	12.18'
L21	S 00°24'09" E	55.89'
L22	S 00°24'09" E	43.53'
L23	N 83°42'46" E	4.12'
L24	S 83°42'49" W	2.82'
L25	S 00°24'09" E	9.02'
L26	S 66°43'27" E	0.29'
L27	S 83°42'49" W	3.99'
L28	S 00°24'09" E	50.17'

ACKNOWLEDGEMENT:

STATE OF _____

COUNTY OF _____

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____ 2023, _____
PERSONALLY APPEARED BEFORE ME, AND BEING DULY SWORN ACKNOWLEDGED TO ME
THAT HE SIGNED THIS INSTRUMENT AS HIS VOLUNTARY ACT AND DEED IN WITNESS THEREOF, I
HAVE SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNATURE NOTARY PUBLIC-OREGON _____ DATE _____

PRINTED NAME _____

COMMISSION NO: _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF OWNERSHIP AND DEDICATION:

WE, ROTCHY INC, ARE OWNERS OF THE TRACT OF LAND DESCRIBED ON THE ACCOMPANYING
PLAT, AND DO HEREBY ACKNOWLEDGE THAT WE HAVE CAUSED THIS PLAT TO BE PREPARED
AND HEREBY DEDICATE THE STREETS AND EASEMENTS AS SHOWN FOR PUBLIC USE. WE
ESTABLISH AND ACKNOWLEDGE THIS PLAT AS THE OFFICIAL MAP AND PLAT OF CIMMARON
TERRACE PUD PHASE IV.

SIGNATURE _____ DATE _____

UMATILLA COUNTY SURVEYOR:

I, DAVID H. KRUMBEIN, UMATILLA CO. SURVEYOR, DO HEREBY CERTIFY THAT I HAVE EXAMINED
THE ACCOMPANYING PLAT, THAT IT COMPLIES WITH THE LAWS OF THE STATE OF OREGON
WITH REFERENCE TO THE FILING AND RECORDING OF SUCH PLATS, AND I THEREFORE
APPROVE SAID PLAT FOR THE APPROVAL OF THE COUNTY COMMISSIONERS OF UMATILLA
COUNTY, OREGON, DATED THIS _____ DAY OF _____ 202 .

UMATILLA COUNTY SURVEYOR _____

CITY OF HERMISTON PLANNING COMMISSION

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

CHAIRMAN _____ DATE _____

HERMISTON CITY COUNCIL

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

MAYOR _____ DATE _____

HERMISTON IRRIGATION DISTRICT

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

MANAGER _____ DATE _____

UMATILLA COUNTY COMMISSIONERS:

THIS IS TO CERTIFY THAT THE ACCOMPANYING PLAT IS APPROVED FOR FILING AND
RECORDING IN THE "RECORD OF TOWN PLATS" OF UMATILLA COUNTY, OREGON, BY THE
UNDERSIGNED BY ITS ORDER. DATED THIS _____ DAY OF _____ 202 .

CHAIRMAN _____ COMMISSIONER _____

COMMISSIONER _____

ASSESSOR AND TAX COLLECTOR:

WE, THE ASSESSOR AND TAX COLLECTOR OF UMATILLA COUNTY, OREGON, DE HEREBY CERTIFY
THAT WE HAVE EXAMINED THE TAX RECORDS RELATIVE TO THE LAND COVERED BY THE
ACCOMPANYING PLAT AND THAT ALL MONIES DUE FOR STATE AND COUNTY TAXES AND
ASSESSMENTS THAT COULD CONSTITUTE A LIEN ON SAID LAND HAVE BEEN PAID ADN WE
HEREBY APPROVE SAID PLAT.
DATED THIS _____ DAY OF _____ 202

COUNTY ASSESSOR _____ COUNTY TAX COLLECTOR _____



SURVEYOR'S CERTIFICATE

I KEVIN L. BETHJE, BEING FIRST DULY SWORN, DEPOSE AND SAY THAT I AM A PROFESSIONAL LAND
SURVEYOR OF THE STATE OF OREGON, AND THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH
LEGAL MONUMENTS THE LAND REPRESENTED ON THIS PLAT, THE EXTERIOR BOUNDARIES OF WHICH ARE
DESCRIBED HEREON.

KEVIN L. BETHJE PROFESSIONAL LAND SURVEYOR CERTIFICATE NUMBER 55437.

10-02-2023

DATED

PREPARED BY: MGS PASCO, INC.
809 S AUBURN ST, KENNEWICK, WA, 99336 509-491-1071

MGS PASCO, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE
SUCH AS ADVERSE POSSESSION, ACQUIESCENCE, ESTOPPEL, ETC.

10-02-2023



CITY COUNCIL

Work Session Meeting Minutes October 9, 2023

Mayor Drotzmann called the work session meeting to order at 6:00pm. Present were Councilors Hardin, Peterson, Linton (6:04pm), Barron, Myers, Duron, and McCarthy. Councilor Peterson was excused. Staff in attendance included: City Manager Byron Smith, Assistant City Manager Mark Morgan, City Attorney Rich Tovey, Captain Eynon, Planning Director Clint Spencer, Parks and Recreation Director Brandon Artz, Assistant City Recorder Heather La Beau, and City Recorder Lilly Alarcon-Strong. The pledge of allegiance was given.

Introduction of Youth Advisory Council

Aaron Davis, Hermiston High School Social Studies Department, stated the Youth Advisory Council is in its third year and has welcomed many new student participants this year. The goal of the Youth Advisory Council is to encourage youth to get involved in their community now and continue to stay engaged in the future.

Youth Advisory Council members Manuel Salazar, Flor Silva Chavez, Rececca Godoy, Yaneisy Perez, Leslie Mendoza Romero, and Jeannine Heredia introduced themselves.

Mayor Drotzmann thanked Mr. Davis for his work and leadership with this program, thanked the students for their desire to be involved, and spoke regarding the students who participated in the City's logo and tagline Visioning Process who came up with the City's tagline.

Administration & Finance Departments Budget

City Manager Smith presented information (PowerPoint presentation attached) and answered questions from the Council regarding each department: personnel, including the addition of an in-house Human Resources Specialist and Attorney; staff duties; operating costs; and more.

City Manager Smith also asked the Council to give feedback on whether or not they would like him to start working on exploring and gathering information on a local sales tax similar to what the City of Ontario had proposed but the community voted down. City Manager Smith stated he is not advocating for local sales tax, he is just asking that the Council give staff direction on how to proceed with this option.

There was Council discussion regarding the implementation of local sales tax and how people are already heavily taxed at the state level while cities and counties continue to struggle, the hardships it could create for local businesses and community members, and how this topic is very difficult to discuss and would not be perceived well by the public. After further discussion, the Council stated they have directed staff to explore all revenue creating options and should have an open mind regarding all ideas, and therefore staff should work to gather information regarding implementation of a local sales tax to present at a future meeting.

City Manager Smith stated staff will wrap up the budget discussions with the Municipal Court presentation at the next City Council meeting, followed by an overall budget overview. City Manager Smith stated the budget discussions are to look more in-depth about the relevance of what the City does, help find revenue sources, and see where the City can make cuts.

Adjournment

Mayor Drotzmann adjourned the work session meeting at 6:53pm and stated the Council will take a short recess before starting the regular council meeting.



Outline

- Administration (City Manager/Legal) Department
- Finance Department



Budgets

- City Manager/Legal (\$1,059,519)
 - City Manager
 - Assistant City Manager
 - Public Works/Buildings/Airport/Economic Dev.
 - City Attorney
 - City Recorder/Admin. Assistant
 - HR Specialist



Budgets

- City Manager/Legal (\$1,059,519)
 - Added to this department
 - Additional HR work
 - Accessible Legal Advice



Budgets

- Finance Department (\$697,192)
 - Finance Director
 - Senior Financial Analyst
 - Customer Service Representatives (3)



Budgets

- Finance Department (\$697,192)
 - This staff serves the customer service needs of ~6000 accounts.
 - Accounts Receivable/Payable
 - Budget Preparation
 - Grant Administration
 - Credit Card Tracking
- Adding technology options



Questions?

Where Life is Sweet™



CITY COUNCIL

Regular Meeting Minutes October 9, 2023

Mayor Drotzmann called the regular meeting to order at 7:01pm. Present were Councilors Hardin, Peterson, Linton, Barron, Myers, Duron, and McCarthy. Councilor Primmer was excused. Staff in attendance included: City Manager Byron Smith, Assistant City Manager Mark Morgan, City Attorney Rich Tovey, Captain Eynon, Planning Director Clint Spencer, Parks and Recreation Director Brandon Artz, and City Recorder Lilly Alarcon-Strong. Youth Advisors Present were Manuel Salazar and Julissa Gonzalez Mendoza. The pledge of allegiance was given.

Presentation- Hermiston School District (HSD) Updates

Assistant Superintendent Jake Bacon gave information regarding: enrollment numbers through the end of September; sporting, extra-curricular, and community events sponsored by the HSD with Spanish language support; and more.

Recognition of the Recycled Water Department Staff

Assistant City Manager Morgan presented the Recycled Water Department staff present with recognition for their work performing critical functions in protecting public health and the environment through their treatment process. (Applause from the Council and audience).

Mayor Drotzmann and the Council thanked Superintendent Bill Schmittle and all the Recycled Water Department Staff for the work they do and being one of the first facilities to reutilize water to help the environment.

Citizen Input on Non-Agenda Items

None given.

Consent Agenda Items

Councilor Myers moved, and Councilor McCarthy seconded to approve Consent Agenda items A-G to include:

- A. Committee Vacancy Announcements
- B. Re-Appointment Confirmation of Dan Burns for: Airport Advisory Committee Position #1- term ending 10/31/2026
- C. Re-Appointment Confirmation of Nicole Westing for: Parks and Recreation Advisory Committee Position #7- term ending 10/31/2026
- D. Appointment Confirmation of Dan Mahon for: Faith-Based Advisory Committee Position #5- term ending 12/31/2025
- E. Appointment Confirmation of Jessica De la Cruz for: Hispanic Advisory Committee Position #2- term ending 06/30/2026
- F. Appointment Recommendation of Casey Hinkley for: Library Board, Position #5- term ending 06/30/2027
- G. Minutes of the September 25th City Council Work Session and Regular Meetings

Motion carried unanimously.

1st Quarter FY2024 Investment Report

Councilor Linton moved and Councilor Duron seconded to accept the 1st Quarter FY2024 Investment Report as presented by Finance Director Mark Krawczyk. Motion carried unanimously.



CITY COUNCIL

Regular Meeting Minutes October 9, 2023

Goal Setting Update

City Manager Smith reviewed the Goal Setting Report (attached) and progress to date and reminded the Council that the next Goal Setting Session is scheduled for January 25th and 26th, 2024.

Council thanked City Manager Smith for the good work being done in the City.

Committee Reports

Parks & Recreation Committee- Councilor McCarthy stated he will give more information during Council Reports.

Airport Advisory Committee- Councilor Barron stated he took part in an airplane tour at the Hermiston Municipal Airport and was able to see how busy Life Flight is and the work Airport Manager Rolf Anderson does.

Library Board- Councilor Duron stated the Board met and discussed reducing the number of hours the Library is open due to staffing shortage. The Library also held an Architect meeting to look at renderings and give feedback.

Hispanic Advisory Committee- Councilor Duron stated the Committee will meet next week.

Mayor's Report

Mayor Drotzmann spoke regarding:

- Stepping Stones updates to include information on: infrastructure, grand opening, community donations support, statistics on people being served, temporary Sleep Center location through Mike Atkinson, Advisory Council, and more
- Great weekend events to include Kiwanis Kids Day, Faith and First Responders, Cork & Barrell, and thanked Parks and Recreation for all their work on these events
- Retired Lt. Randy Studebakers Celebration of Life and thanked Chaplain Terry Cummings for the service he provided and the community that attended

Council Reports

Councilor McCarthy spoke regarding: Nookies grand opening with new owners; the Parks and Recreation Department were very busy helping organize and run many events this weekend, including: Kiwanis Kids Day, Faith & First Responders, and Cork & Barrell; Volunteer Fair happening on 04/24; and the other regional activities happening over the weekend.

Councilor Linton asked that more information be given about the reoccurring shooting events happening in the City.

Captain Eynon stated the shooting events are between isolated groups of people who are targeting each other. Unfortunately, the teens and adults involved do not want to cooperate with authorities which is difficult and frustrating to deal with.

Councilor Duron thanked the Police Department for supporting the Studebaker Family, giving information about the shootings, and suggested that information be shared with the public to minimize community speculations. Councilor Duron thanked the Parks and Recreation Department for all their work this weekend



CITY COUNCIL

Regular Meeting Minutes October 9, 2023

supporting the community events, specifically the Eastern Oregon First Responders Chaplains Association which put on Faith and First Responders and the Kiwanis Club for Kiwanis Kids Day.

Councilor Hardin congratulated Mayor Drotzmann for his upcoming role as LOC President stating he believes Mayor Drotzmann will do his best representing the area as the first Eastern Oregon President in over 20 years. Mayor Drotzmann thanked Councilor Hardin for his support and stated he will be leaning on Council President Primmer to fill in for him when he is unable to.

Youth Advisory Report

Manuel Salazar gave information regarding: Kiwanis Kids Day, pushing out information to Hermiston High School students regarding Hermiston Live, and HHS fall play.

City Manager's Report

City Manager Smith asked the Council to consider changing meetings to another day of the week to accommodate other city meetings, HSD meetings, and Municipal Court.

Adjournment

Mayor Drotzmann adjourned the City Council meeting at 8:23pm.

SIGNED:

Dr. David Drotzmann, Mayor

ATTEST:

Lilly Alarcon-Strong, CMC, City Recorder

Goal 1: Growing + Prosperous			
Actions	Priority Rank 1-7	Project Lead	Timeline
Focus Area - Workforce Development: Attract Industry and Jobs			
1.1 Examine the expansion of the Urban Growth Boundary (UGB) for commercial and industrial lands Initial study has been completed to identify potential future expansion areas. Initial conversations have been conducted with State of Oregon staff. Official request has been made by potential landowner that has agreed to pay for necessary studies, etc.	3	Clint + Mark M	2 - 4 Years
1.2 Research and report on requirements for immigration status No work has been done on this item.	7	Byron	1 - 2 Years
Focus Area - Transportation: Improve mobility and transportation			
1.3 Transportation System Plan Update (this would include an update of the sidewalk plan) Grant application has been developed for the Transportation and Growth Management (TGM) program. Current project estimate is \$300,000. Grant has been awarded. Initial work has started.	5	Clint + Mark M	1 - 2 Years
1.4 Complete the Safe Streets for All planning Safe Streets for All planning grant was awarded. Staff has been attending webinars to begin the process of developing this plan. Initial work has started.	4	Clint + Mark M	1 - 2 Years
1.5 Conduct analysis of inclement weather options to improve sidewalk accessibility This process will be included in the above two planning efforts.	6	Clint	1 - 2 Years
Focus Area - Housing: Increase senior and affordable housing, market rate rentals, and prevent people from becoming unhoused			
1.6 Attract market-rate rental housing developments to increase middle housing inventory Staff continues to meet with potential developers and follows leads for potential new developments in the community. Hacienda CDC presented to city council regarding a possible project.	1	Clint + Mark M + Byron	1 - 2 Years
1.7 Continue to fund infrastructure improvements to support new housing and enhance livability Most current opportunities for this are in the South Hermiston Urban Renewal Area and the potential for a North Hermiston Urban Renewal Area. North Hermiston Urban Renewal Area has been adopted and initial planning started for infrastructure in that Area. Negotiations continue to finalize agreements related to the South Hermiston Urban Renewal Area.	2	Clint + Mark M + Byron	Ongoing

Goal 2: Safe + Healthy			
Actions	Priority Rank 1-5	Project Lead	Timeline
Focus Area - Wellness: a healthy Community			
2.1 Develop a memorandum of understanding (MOU) to solidify partnerships for a Health, Wellness, and Aquatic Center	2	Byron + Brandon	1 - 2 Years
This effort will begin at the conclusion of pool season this calendar year. Work has started on this item.			
2.2 Secure and identify land for a health, wellness and aquatic center	5	Byron + Brandon	1 - 2 Years
This effort will begin along with Action 2.1. Work has started on this item.			
Focus Area - Community Safety: Reduce recidivism and connect people with treatment services			
2.3 Develop a plan, gather data, and explore partnerships for a community court program	3	Jillian + Rich	1 - 2 Years
Court staff has begun to work in partnership with Umatilla County and the City of Pendleton Municipal Court to implement a court navigator program. This isn't a community court program exactly but it begins to try and offer additional assistance to those that are willing to work for it. IGA with Umatilla County related to funding was approved by City Council.			
Focus Area - Public Safety: Improve traffic safety and reduce budget pressures for the Police Department			
2.4 Implement red light photo enforcements along Hwy 395	4	Jason + Rich	1 Year
Initial research will begin later this fall. Research has started with a tentative completion by January 2024.			
2.5 Explore a public safety fee or other revenue options that will align public safety staffing with future growth projections and needs (See Action 3.4)	1	Byron + Mark M + Jason	1 Year
This exploration has started and will be more in depth as a review of the current general fund budget is conducted. This process is currently happening.			

Goal 3: Sustainable			
Focus Area - City Facilities: Public facilities that meet the community needs of today and the future			
Actions	Priority Rank 1-5	Project Lead	Timeline
3.1 Conduct public engagement and develop use scenarios for the Carnegie Building and the Library Initial work has started on this item related to the Library. Other efforts with the Carnegie Building will come later this fiscal year. Library work continues.	3	Byron + Mark R	1 - 2 Years
3.2 Develop a business operations plan for the Harkenrider Center Brandon has developed a draft and some additional internal work and discussion a draft will be brought to the council for discussion.	5	Byron + Brandon	1 Year
3.3 Assess public safety center project feasibility First level designs are being developed in conjunction with UCFD#1. These designs will inform the financial needs and then final feasibility. Design process continues forward.	4	Byron + Jason	1 Year
Focus Area - Fiscal: Maintain service levels, evaluate the current budget and understand options to increase revenues			
3.4 Develop a sustainable funding structure through the evaluation of fees and other revenue options to support public safety and overall service delivery at current levels (see Action 2.5) See Action 2.5 above.	2	Byron + Mark K + Jason	1 Year
3.5 Finalize water allocation for EOTEC Continued discussions are happening between various water users related to this project.	1	Byron + Al	1 Year

Goal 4: Connected + Engaged			
Focus Area - Community Engagement: Improve engagement and connection with the community			
Actions	Priority Rank 1-3	Project Lead	Timeline
4.1 Engage with education partners and develop a plan to increase youth engagement with the City <i>This item has not been started. Staff reached out to HHS civics staff and started conversation about some focus on local government in their curriculum. Initial conversations were well received.</i>	2	Byron	1 - 2 Years
4.2 Evaluate Communication tools to improve connection with the community <i>Ongoing use/evaluation of the Zencity community survey tool is occurring.</i>	1	Byron	Ongoing
4.3 Develop a formalized Community Service Award program to recognize community members and employees <i>This item has not been started.</i>	3	Byron	1 - 2 Years



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of October 23, 2023

Title/Subject

Ordinance No. 2350 – Amending Chapter 97 of the Hermiston Municipal Code

Summary and Background

Chapter 97 of the Hermiston Municipal Code was adopted on September 11, 2023, and became effective as of October 11, 2023. At the September 11 council meeting, suggested amendments to provide clarity to specific sections were proposed. This amendment clarifies the following:

- No camping in any cemetery.
- Vehicle Camping
 - Vehicles must be moved 1 block or 600 feet every 24 hours.
 - Vehicles cannot be parked within 60 feet of a residence.
 - Vehicles cannot be parked within 750 feet of elementary, secondary, or career schools attended primarily by minors.
- Camping by individuals living in vehicles
 - Parking lots connected to any dwelling as defined by code will not be allowed.

Tie-In to Council Goals

N/A

Fiscal Information

N/A

Alternatives and Recommendation

Alternatives

1. Adopt Ordinance 2350
2. Amend Ordinance 2350
3. Reject Ordinance 2350
4. Table and request more information.

Recommended Action/Motion

Motion to adopt Ordinance No. 2350 as proposed.

Submitted By:

Richard Tovey

ORDINANCE NO. 2350**AN ORDINANCE AMENDING THE HERMISTON MUNICIPAL CODE BY AMENDING CHAPTER 97, ENTITLED “USE OF CITY PROPERTY FOR CAMPING”**

WHEREAS, the City Council for the City of Hermiston may review the Municipal Code and from time to time make amendments; now therefore:

THE CITY OF HERMISTON ORDAINS AS FOLLOWS:

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

Section 1. The Hermiston Municipal Code Chapter 97, “Use of City Property for Camping” is amended as follows:

Section**97.01 Purpose****97.02 Definitions****97.03 Camping, Prohibited****97.04 Vehicle Camping in a Lawful Parking Space****97.05 Campsite Removal****97.06 Enforcement****97.07 Camping by Individuals Living in Vehicles****97.01 Purpose**

The purpose of this chapter is to regulate the time, place, and manner in which individuals may use City of Hermiston property and rights-of-way. Furthermore, the purpose of this chapter is to comply with Oregon House Bill 3115(2021) and House Bill 3124(2021), as well as current federal court decisions *Martin v. Boise*, 920 F.3d 584 (9th Cir., 2019) and *Johnson v. City of Grants Pass*, 50 F.4th 787 (9th Cir., 2022).

97.02 Definitions

The following definitions may apply:

(A) “To camp or camping” means to set up or to remain in or at a campsite.

(B) “Campsite” means any place established or maintained for the purpose of maintaining a temporary place to lie, sleep, use bedding materials, or live, or where the use of any tent, lean-to, shack, or any other structure, or any vehicle or part thereof is placed, established or maintained for the purpose of maintaining a temporary place to live.

(C) “Bedding materials” means a sleeping bag, bedroll, or other material used for bedding purposes, including materials used to keep warm and dry while sleeping.

(D) “Individual Experiencing Homelessness” means the circumstance when there is no available emergency or transitional shelter or housing for a person and/or no transportation for such individual to available emergency or transitional shelter or housing within the county where the person is located.

(E) “Vehicle camping in a Lawful Parking Place” refers to a person experiencing homelessness utilizing a motor vehicle in a lawful parking space as a temporary place to live.

(F) “Personal property” means any item that can reasonably be identified as belonging to an individual and that has apparent value or utility.

(G) “Established Camping site” means a campsite that has been in its current location for at least five days. If law enforcement officials do not have evidence about the age of the campsite, law enforcement should presume it is an established camping site.

(H) “Rest” means to pause from exertion by stopping, sitting, lying, or sleeping.

97.03 Camping Prohibited

(A) Except as set forth in subsection (B) of this section, no person shall camp in or upon any public right-of-way or City property, unless specifically authorized:

- (1) By any provision of the Hermiston Municipal Code;
- (2) By declaration of the Mayor in emergency circumstances, if so authorized by the declaration;
- (3) By declaration of the City Manager in the case of a severe event, if so authorized by the declaration; or
- (4) If the City publishes on its website a written policy authorizing tent camping or vehicle camping on specific publicly owned properties, then tent camping or vehicle camping on such properties is lawful and permissible consistent with the time, place, and manner constraints contained within any such written- and-published City policy.

(B) Notwithstanding the prohibitions in subsection (A), an individual experiencing homelessness may camp in or upon right-of-way or city property if all of the following time, place, and manner regulations are followed.

- (1) Time. An individual experiencing homelessness may only camp between the hours of 7 pm and 7 am. After 7am, an individual experiencing homelessness must dismantle the campsite, remove all personal property and materials from the site, and the camp and all associated camp materials must be moved at least one block or 600 feet.
- (2) Place. An individual experiencing homelessness may not camp in the following places:
 - (a) On a playground or sports field.
 - (b) Within any City owned structure, including but not limited to gazebos, cook shacks, restroom facilities, or portable toilets.

- (c) Within any City owned or maintained parking lot.
 - (d) On publicly owned property not open to the public, including but not limited to Public Works and park areas temporarily closed for construction, repairs, maintenance, cleaning and similar activities.
 - (e) On streets, including planter strips, medians and parking spaces.
 - (f) On sidewalks, if by doing so, the person obstructs pedestrian traffic along the sidewalk or into private property and businesses adjacent to the sidewalk. For purposes of this provision, an individual obstructs pedestrian traffic if that individual, by camping, lying, sleeping, or using bedding materials, reduces the path of travel to less than 36 inches.
 - (g) Within 750 feet from a public or private elementary school, secondary school, or career school attended primarily by minors.
 - (h) Within 20 feet of a building, including but not limited to, residences, commercial buildings, and City buildings.
 - (i) On areas underneath roadways or bridges that are not open to the public.
 - (j) On railroad tracks or within 15 feet of railroad tracks.
 - (k) Within ~~the Hermiston Cemetery, or any other~~ any cemetery, mortuary, memorial park, or similar property.
- (3) Manner. An individual experiencing homelessness may camp on City property if the person complies with all of the following regulations:
- (a) A person may not accumulate, discard, or leave behind in or around a campsite any rubbish, trash, garbage, debris, or other refuse, unsanitary or hazardous materials, or any animal or human urine and feces.
 - (b) Digging, excavating, terracing of soil or other alteration of City property, or causing environmental damage or damage to vegetation or trees is prohibited.
 - (c) Obstruction or attachment of camp materials to public infrastructure or private property structures, including bridges or bridge infrastructure, fire hydrants, utility poles, streetlights, traffic signals, signs, fences, trees, vegetation, vehicles, or buildings is prohibited.
 - (d) Erecting, installing, placing, leaving, or setting up any type of permanent or temporary fixture or structure of any material or materials in or around a campsite is prohibited. For purposes of this section, a “permanent or temporary fixture or structure” does not include a tent, tarpaulin, or other similar item used for shelter that is readily portable.
 - (e) A campsite must be limited within a spatial footprint of 10 feet by 10 feet, or 100 square feet, and a campsite may not be within 10 feet of another

campsite. Multiple persons may camp together in a single campsite, subject to the limitations of this subsection.

- (f) Unauthorized connections or taps to electrical or other utilities, or violations of building, fire, or other relevant codes or standards are prohibited.
- (g) Dumping of gray water (i.e. wastewater from bathwater, sinks and cooking) or black water (sewage) on City property is prohibited.
- (h) Open flames, recreational fires, burning of garbage, bonfires, or other fires, flames, or heating are prohibited.
- (i) Camping materials may not create a physical impairment to emergency ingress or egress or emergency response including within 10 feet of any fire hydrant, utility pole, or other utility, fire gate/bollards, or public infrastructure used for emergency response.
- (j) All animals must be leashed, crated, or otherwise physically contained at all times.
- (k) Storage of personal property such as vehicle tires, bicycles or associated components (except as needed for an individual's personal use), gasoline, generators, lumber, household furniture, extra propane tanks, combustible material, shopping carts, or other items or materials is prohibited, other than what is related to camping, sleeping, or keeping warm and dry.

97.04 Vehicle Camping in a Lawful Parking Space.

- (A) Individuals who are involuntarily homeless may use vehicles for shelter and/or sleeping in the following circumstances and subject to the conditions and restrictions provided in subsections above:
 - (1) The vehicle is legally parked in compliance with the Hermiston Municipal Code.
 - (2) The vehicle must be moved at least one block or 600 feet every 24 hours.
 - (3) The parking space at issue shall not be within 60 feet of any residences.
 - (4) Storage of material outside vehicles is prohibited, other than what is incidental to activities such as short-term (maximum 30 minutes) loading or unloading a vehicle.
 - (5) Vehicles must be operational, i.e., capable of being started and driven under their own power, or ready to be towed if designed to be towed and may not be discarded or left inoperable in public rights-of-way or on City property.
 - (6) Vehicles must be registered and insured, as required by the Oregon Vehicle Code.
 - (7) No building or erecting of any structures connecting or attaching to vehicles is permitted, including tents that are not designed and manufactured to be attached to a vehicle.

(8) Connections from vehicles to public or private stormwater, sewer, water, and electrical systems or to vehicles from public or private stormwater, sewer, water, and electrical systems are prohibited.

(9) The parking space shall not be within 750 feet from a public or private elementary school, secondary school, or career school attended primarily by minors.

97.05 CAMPSITE REMOVAL

- (A) Upon a determination by enforcement personnel that a camp or camping is occurring in violation of this Chapter, an established campsite may be removed. Except as provided in subsection (I) of this section, at least 72 hours before removing homeless individuals from an established camping site, law enforcement officials shall post a written notice, in English and Spanish, at all entrances to the camping site to the extent that the entrances can reasonably be identified.
- (B) When a 72-hour notice is posted, law enforcement officials shall inform local agencies that deliver social services to homeless individuals as to where the notice has been posted. Any local agency, providing service within the city limits of Hermiston, desiring to be on this notification list must provide its name, address, telephone number, and name of contact person to the Hermiston Police Department, in writing, requesting notification.
- (C) The local agencies may arrange for outreach workers to visit the camping site that is subject to the notice to assess the need for social service assistance in arranging shelter and other assistance.
- (D) All personal property at the camping site that remains unclaimed after removal shall be given to a law enforcement official, a local agency that delivers social services to homeless individuals, an outreach worker, a local agency official or a person authorized to issue a citation described in subsection 97.06 of this section, whether notice is required or not.
- (E) The unclaimed personal property must be stored in a facility located in the same community as the camping site from which it was removed. For purposes of this section, the City of Hermiston is considered a single community.
- (F) Items that have no apparent value or utility or are in an insanitary condition may be immediately discarded upon removal of the homeless individuals from the camping site.
- (G) Weapons, controlled substances other than prescription medication and items that appear to be either stolen or evidence of a crime shall be given to or retained by law enforcement officials.
- (H) The written notice required under this section must state, at a minimum:
 - (1) Where unclaimed personal property will be stored;
 - (2) A phone number that individuals may call to find out where the property will be stored;
or
 - (3) If a permanent storage location has not yet been determined, the address and phone

number of an agency that will have the information when available.

- (4) The unclaimed personal property shall be stored in an orderly fashion, keeping items that belong to an individual together to the extent that ownership can reasonably be determined.
 - (5) The property shall be stored for 30 days during which it shall be reasonably available to any individual claiming ownership. Any personal property that remains unclaimed after 30 days may be disposed of or donated to a corporation described in Section 501(c)(3) of the Internal Revenue Code.
- (I) The 72-hour notice requirement under this section does not apply:
- (1) When there are grounds for law enforcement officials to believe that illegal activities other than camping are occurring at an established camping site;
 - (2) In the event of an exceptional emergency at an established camping site, including, but not limited to, possible site contamination by hazardous materials, a public health emergency or other immediate danger to human life or safety; or
 - (3) If a funeral service is scheduled with less than 72 hours' notice at a cemetery at which there is a camping site, or a camping site is established at the cemetery less than 72 hours before the scheduled service, the written notice required under subsection (A) of this section may be posted at least 24 hours before removing homeless individuals from the camping site.

97.06 Enforcement.

- (A) A person authorized to issue a citation for unlawful camping may not issue the citation if the citation would be issued within 200 feet of a notice required under 97.05 of this section and within two hours before or after the notice was posted.
- (B) Violation of 97.03 of this section constitutes a "Class D" violation. Violation of subsection 97.04 of this section consisting of vehicle camping in a lawful parking space constitutes a "Class D" violation. Every day in which such violations occur constitutes a separate violation.
- (C) Before a violation citation is issued, the enforcement personnel will contact the person and provide a reasonable opportunity to cure or remedy the alleged violation.

97.07 Camping by Individuals Living in Vehicles.

- (A) Notwithstanding any other provision of the Hermiston Municipal Code, any public or private entity may provide parking spaces for up to and not exceeding three vehicles for overnight sleeping in a vehicle on their parking lot if the public or private entity owns or leases real property on which a structure and an associated parking lot are located. Use of parking lots connected to any dwelling as defined in 157.02 is not allowed. City authorization is not a land use decision.

- (B) A public or private entity that allows a person or persons to sleep overnight in a vehicle on the premises pursuant to subsection (A) of this section shall:
- (1) Agree to abide by all conditions, including acceptance of liability and demonstration of insurance coverage in amounts acceptable to the city;
 - (2) Provide, or make available on the premises, sanitary facilities including, but not limited to, toilet, hand washing, and trash disposal facilities;
 - (3) Not allow tents or other personal property to be attached to the vehicle as a means to expand the capacity of the vehicle for additional camping or to establish long term campsites; and
 - (4) Ensure vehicles maintain a minimum distance of 20 feet from other overnight camping vehicles; and
 - (5) Ensure that all vehicles are operable; and
 - (6) Vehicles must be registered and insured, as required by the Oregon Vehicle Code; and
 - (7) Ensure that all recreational vehicles are operable or towable; and
 - (8) Obtain a cost-free permit from the City of Hermiston to allow overnight vehicle camping on property owned or leased by the organization, which may set a maximum number of spaces used for this purpose as set forth in subsection (C) of this section; and
 - (9) Not require payment of any fee, rent, or other monetary charge for overnight sleeping in a vehicle as authorized by this section.
- (C) If the public or private entity seeks to allow more than three vehicles to park on its property for this purpose, the entity must obtain preapproval from the City Manager or the City Manager's designee for a maximum number of vehicles. The City Manager or the City Manager's designee may designate the maximum number of vehicles used for sleeping for a property and may subsequently modify that maximum number based upon the totality of the circumstances, including performance of the entity's operation to date and impacts on surrounding properties.
- (D) A public or private entity that permits overnight sleeping in a vehicle pursuant to subsection (A) of this section may revoke that permission at any time and for any reason. Any person who receives permission to sleep on a premises as provided in subsection (A) of this section shall leave the premises immediately after permission has been revoked.
- (E) Notwithstanding any other provision of this section, the City Manager or the City Manager's designee may prohibit overnight sleeping in a vehicle at a premises as provided in subsection (A) of this section if the City Manager or the City Manager's designee finds that such activity does not meet the requirements of this section or constitutes a nuisance or other threat to public health, safety, or welfare.

- (F) In addition to any other penalties that may be imposed, any premises used for overnight sleeping in a manner not authorized by this section or other provisions of this code shall constitute a nuisance and may be abated as such.
- (G) Nothing in this chapter creates any duty on the part of the City, its employees, or its agents to ensure the protection of persons or property with regard to overnight sleeping in vehicles.

Section 2. All other provisions of the Hermiston Municipal Code remain unchanged and in full effect.

Section 3. The City Recorder is hereby authorized to correct any scrivener's errors and to conform the revisions to the Hermiston Municipal Code with appropriate numbering.

Section 4. Effective Date. This ordinance shall take effect on the 30th day after its adoption.

ADOPTED by the Common Council this 23rd day of October 2023.

SIGNED by the Mayor this 23rd day of October 2023.

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 October 23, 2023

Title/Subject

Resolution 2292- Review and Approval of Building Code Updates

Summary and Background

The State of Oregon updated more of the building codes applicable to jurisdictions in Oregon. The City is required to stay current with applicable state codes. The most recent code update was in January of 2023.

The following codes are the newly updated codes:

- 2023 Oregon Plumbing Specialty Code (OPSC).
- 2023 Oregon Electrical Specialty Code, (OESC).
- 2023 Oregon Residential Specialty Code (ORSC).

Tie-In to Council Goals

N/A

Fiscal Information

N/A

Alternatives and Recommendation

Alternatives

1. Approve Resolution 2292.
2. Modify Resolution 2292.
3. Reject Resolution 2292.

Recommended Action/Motion

Adopt Resolution 2292 as recommended.

Submitted By:

Byron D. Smith

RESOLUTION NO. 2292**A RESOLUTION UPDATING THE BUILDING CODES ADMINISTERED BY THE CITY BUILDING OFFICIAL TO BE CURRENT WITH STATE CODES THAT HAVE BEEN ADOPTED OR AMENDED SINCE THE LAST ADOPTION OF BUILDING CODES BY THE CITY AND SUPERSEDING RESOLUTION NO. 2249**

WHEREAS, pursuant to §152.02 of the Hermiston City Code the City Building Department has assumed the duties associated with administration and enforcement of a comprehensive municipal building inspection program consistent with the requirement imposed by the terms of ORS 455.148; and

WHEREAS, the State Building Code (as defined in ORS 455.010) is applicable and uniform throughout Oregon and the City is required, as part of its assumption of duties noted above, to adopt the specialty codes comprising the State Building Code as those codes are adopted for enforcement by the Building Codes Division of the Oregon Department of Consumer and Business Services; and

WHEREAS, the Oregon Building Codes Division has by Administrative Rule adopted new and/or amended codes and standards which are to be applied by the City as part of its duties noted above; and

WHEREAS, pursuant to §152.03 of the Hermiston City Code, the codes, which are to be administered and enforced as part of the building inspection program, are to be adopted by resolution of the Council; are as follows:

Section 1. The City's Building Department shall administer and enforce the following codes:

- A. The state building code, as defined in ORS 455.010, except as set forth in Section (2) of ORS 446.155.
- B. Manufactured structure installation requirements under ORS 446.155, 446.185(1) and ORS 446.230.
- C. Manufactured dwelling parks and mobile home parks under chapter 446.
- D. Park and camp programs regulated as now defined in ORS 455.680.
- E. Tourist facilities regulated under ORS 466.310 to 466.350.
- F. Manufactured dwelling alterations regulated under ORS 446.155.
- G. Manufactured structure accessory buildings and structures under ORS 446.253.
- H. The
- I. 2022 Oregon Mechanical Specialty Code, effective Oct 1, 2022 (OMSC).
- J. The 2023 Oregon Plumbing Specialty Code, effective October 1, 2023 (OPSC).
- K. 2021 Oregon Energy Efficiency Specialty Code (OEESC).
- L. The 2023 Oregon Electrical Specialty Code, effective October 1, 2023 (OESC).
- M. The 2023 Oregon Residential Specialty Code, effective October 1, 2023 Mandatory April 1, 2024 (ORSC).
- N. The 2022 Oregon Structural Specialty Code, effective Oct 1, 2022 (OSSC).
- O. The 2010 Oregon Manufactured Dwelling Specialty Code (OSDSC).
- P. The 2005 Oregon Manufactured Dwelling and Park Specialty Code (OMD&P).

- Q. The 1997 edition of the Uniform Code for the Abatement of Dangerous Buildings.
- R. Appendix J, Grading, of the 2022 Oregon Structural Specialty Code.

Section 2. The Building Department shall not administer nor enforce the following:

- (A) Boiler and pressure vessel programs under ORS 480.510 to 480.670.
- (B) Elevator programs under ORS 460.005 to 460.175.
- (C) Amusement ride regulation under ORS 460.310 to 460.370.
- (D) Prefabricated structure regulation under ORS Chapter 455.
- (E) Manufacture of manufactured structures programs under ORS 446.155 to 446.285, including the administration and enforcement of federal manufactured dwelling construction and safety standards adopted under ORS 446.155 or the National Manufactured Housing Construction and Safety Standards Act of 1974.
- (F) Licensing and certification, or the adoption of statewide codes and standards, under ORS chapter 446, 447, 455, 479 or 693.
- (G) Review of plans and specifications as provided in ORS 455.685.

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

1. That the above recitals shall form an integral part of this resolution and shall have the same force and effect as if they were adopted as resolutions.
2. That the above listed building codes are hereby adopted and are to be administered and enforced through the Hermiston Building Department.
3. That this resolution shall supersede Resolution No. 2249.
4. All codes, rules, or standards in effect as of the date of the adoption of this resolution shall remain in effect unless otherwise modified by provisions of this resolution.
5. That this resolution is effective immediately upon its passage.

PASSED BY THE Common Council 23rd day of October 2023.

SIGNED BY the Mayor this 23rd day of October 2023.

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 October 23, 2023

Title/Subject

Resolution 2293- Award contract for constructing SE 9th Street (E Penney Ave. to Feedville Road).

Summary and Background

This project will construct a new section of SE 9th Street between Penney Avenue and Feedville Road, as well as extension of Penney Avenue from the intersection with SE 9th approximately 1,200 feet to the west. This project will also install curb, gutter, and sidewalk along the west-side of the roadway. The project will install a new sewer lift-station at the intersection of 9th & Penney as well as extension of gravity sewer main south to Feedville and 1,200 feet to the west along Penney ave. The project will also install new water main along the same new sections as sewer.

These improvements are required public improvements for development of an Amazon Web Services (AWS) Data Center Campus proposed to locate on the west side of the new road and utility infrastructure. This project is paid for entirely by AWS through reimbursement to the City. In addition to servicing the new AWS campus, these improvements extend street and utility infrastructure to approximately 63 acres of readily developable industrial land on the side of the street opposite to AWS. Additionally, these improvements significantly improve the access to potable water and sanitary sewer services to industrial land located south of Feedville Road.

Tie-In to Council Goals

-Attract Industry & Jobs

Fiscal Information

Bids were opened at 11am on October 10, with the following bids received:

- | | |
|---------------------------------|----------------|
| - Culbert Construction, Inc. | \$2,496,117.07 |
| - Premier Excavation | \$2,544,625.60 |
| - Nelson Construction, Corp. | \$2,678,678.00 |
| - Rotschy, Inc. | \$2,751,515.00 |
| - Bolen Construction, LLC | \$2,932,977.01 |
| - Silver Creek Contracting, LLC | \$2,982,990.23 |

- Granite Construction Co.	\$2,985,350.00
- <i>*Engineer's Estimate*</i>	\$3,250,000.00
- Swaggart Brothers, Inc.	\$3,358,000.00

Upon review of all of the bids received for compliance, it is recommended to award this contract to Culbert Construction, Inc.

Alternatives and Recommendation

Alternatives

1. Award the contract to Culbert Construction, Inc.
2. Reject All Bids

Recommended Action/Motion

Motion to approve Resolution 2293

Submitted By:

Mark Morgan

RESOLUTION NO. 2293**A RESOLUTION AWARDED A CONTRACT FOR CONSTRUCTION OF THE SE 9TH STREET PROJECT AND AUTHORIZING THE CITY MANAGER TO SIGN ALL NECESSARY DOCUMENTS ON BEHALF OF THE CITY**

WHEREAS, the City of Hermiston ("City") has developed the need for construction of a new section of SE 9th Street between Penney Avenue and Feedville Road, as well as extension of Penney Avenue from the intersection with SE 9th Street approximately 1200 feet to the west; and

WHEREAS, the SE 9th Street Project ("project") will include the installation of curb, gutter, and sidewalk along the west-side of SE 9th Street and along the south-side of the extension of Penney Avenue; and

WHEREAS, the Project will also include the installation of required water and sewer infrastructure; and

WHEREAS, notice was published, and bids were received, with Culbert Construction, Inc. being the lowest responsive and responsible bidder with a bid of an amount of \$2,496,117.07; and

WHEREAS, the City has funds available for this project.

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

1. That Culbert Construction, Inc. is awarded the contract for the SE 9th Street Project.
2. That the City Manager be, and is, hereby authorized to execute and deliver the contract to Culbert Construction, Inc. with such changes, additions, deletions, and modifications as the City Manager may approve.
3. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 23rd day of October 2023.

SIGNED by the Mayor this 23rd day of October 2023.

Dr. David Drotzmann, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER

ANDERSON PERRY & ASSOCIATES, INC. 243 E. MAIN STREET, SUITE C HERMISTON, OREGON 97838		BID TABULATION City of Hermiston, Oregon S.E. 9th Street (E. Penney Ave. to Feedville Rd.) - 2024		BID OPENING October 10, 2023 11:00 a.m. Local Time	
BIDDER	BID				
Culbert Construction Inc.	\$2,496,117.07				
Premier Excavation	\$2,544,625.60				
Nelson Construction, Corp.	\$2,678,678.00				
Rotschy, Inc.	\$2,751,515.00				
Bolen Construction LLC	\$2,932,977.01				
Silver Creek Contracting LLC	\$2,982,990.23				
Granite Construction Company - Yakima	\$2,985,350.00				
Swaggart Brothers, Inc.	\$3,358,000.00				
Engineer's Estimate	\$3,326,850				

NOTE: Bid information is preliminary and is under review.



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of October 23, 2023

Title/Subject

Resolution 2294- Contract Award North Hermiston Drain Piping

Summary and Background

This resolution will award a contract for trenching and installing approximately 1,340 feet of large 42" perforated drainage pipe. This work will "bury" the historically open drainage ditch located approximately between Theater Sports Park, Theater Lane, and Kopacz Nursery.

This project was initiated in early 2020 in response to neighborhood complaints about transient activity taking place in the overgrown areas surrounding the drainage. The drainage exists as an easement held by the US Bureau of Reclamation (DBA Hermiston Irrigation District (HID)) located on property owned by the City and Kopacz Nursery.

HID staff had long responded to requests from the City about piping various water courses with the proposal that if the City purchases the pipe, then HID staff would install it. Follow-up discussions with HID staff about this section of the drain was met with the same response. City staff then initiated a design process with Anderson Perry to appropriately pipe this drainage due to its unique relationship with groundwater, and specifically supplying Well #5 in that vicinity.

Upon completion of a piping design, city staff worked with the owners of Kopacz Nursery to trade a previously unusable sliver of property to the City in exchange for the City purchasing the pipe, and having the drain buried. This was a win-win, since the sliver of property Kopacz had owned was completely covered by drainage easement and has been underwater, but upon piping, it will allow for Theater Sports Park to connect directly to Theater Lane and accommodate park expansion. Meanwhile, the piping will also make more of the Kopacz property usable once the drainage is piped.

The design, and real estate acquisition work was completed by late 2020. Between 2020 and winter 2022/2023 City staff made multiple attempts to get HID to begin installation. Based on their continued assertions that they just needed to schedule the installation, the city acquired all of the necessary pipe. Finally in winter 2022/2023, HID began installation and shortly after beginning work HID had a major piece of equipment break down and get stuck in the drainage ditch. Directly after that they informed the city that they would not be able to complete the work. They did not include in that communication any willingness to assist us in completing this previously "joint project".

Due to the loss of the ability to install the piping at no cost, City Staff considered all options available, including abandoning the project all-together, and liquidating the pipe which had already been purchased. Unfortunately, due to the highly unique characteristics of the pipe (large 42" & Perforated to allow water in and out), any liquidation effort would yield virtually no return of the investment. Additionally, in anticipation of HID performing the work, the City had more than 10,000 cubic yards of fill-dirt imported and deposited on Kopacz property; which would need to be removed if the project were abandoned.

To proceed with the project, Anderson Perry estimated a contractor could perform the pipe installation and covering of the pipe with minimal cover, for a cost of \$150,000 to \$175,000. AP further estimated that to have a private contractor move all of the stockpiled fill dirt to bring the drainage up to flush with surrounding ground would be approximately an additional \$100,000 to \$150,000. However, it was determined that City crews (Street, Water, Sewer, Parks) could, with considerable time-commitment pulling them from other duties, do the material moving portion and save that out of pocket cost.

This contract, therefore, is simply for a contractor to perform the in-water work of installing and minimally covering the pipe throughout the Winter, with City Crews completing the dirt moving/covering process through the Spring of 2024.

Tie-In to Council Goals

N/A

Fiscal Information

The following bids were received:

- Odyssey Contracting: \$157,000
- *Engineer's Estimate:* \$175,000
- JQ Construction: \$214,785
- James Dean Construction: \$328,150
- Culbert Construction: \$334,340
- Premier Excavation: \$369,000
- Beam Excavating: \$599,806

Alternatives and Recommendation

Alternatives

1. Award contract to Odyssey Contracting
2. Reject all-bids and re-advertise

Recommended Action/Motion

Motion to approve Resolution 2294

Submitted By:

Mark Morgan

Theater Park Drain
Circa 2022



Theater Park Drain

May, 2023



Theater Park Drain– Proposed Piping Route

May, 2023



Theater/Geer Looking East: August, 2019



Theater/Geer Looking East: June, 2023



RESOLUTION NO. 2294**A RESOLUTION AWARDING A CONTRACT FOR THE NORTH HERMISTON DRAIN PIPING PROJECT AND AUTHORIZING THE CITY MANAGER TO SIGN ALL NECESSARY DOCUMENTS ON BEHALF OF THE CITY**

WHEREAS, the City of Hermiston (“City”) has developed the need to trench and install drainage pipe within the North Hermiston Drain; and

WHEREAS, the North Hermiston Drain Piping Project (“project”) will “bury” the historically open drainage ditch located approximately between Theater Sports Park, Theater Lane, and Kopacz Nursery; and

WHEREAS, the Project will include the trenching and installation of approximately 1340 feet of 42 inch drainage pipe; and

WHEREAS, notice was published, and bids were received, with Odyssey Contracting, LLC being the lowest responsive and responsible bidder with a bid of an amount of \$157,000; and

WHEREAS, the City has funds available for this project.

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

1. That Odyssey Contracting, LLC is awarded the contract for the North Hermiston Drain Piping Project.
2. That the City Manager be, and is, hereby authorized to execute and deliver the contract to Odyssey Contracting, LLC with such changes, additions, deletions, and modifications as the City Manager may approve.
3. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 23rd day of October 2023.

SIGNED by the Mayor this 23rd day of October 2023.

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 October 23, 2023

Title/Subject

Adoption of Resolution 2295 – Updated IGA with City of Pendleton for IT Services

Summary and Background

On November 14, 2022, City Council adopted Resolution 2244 authorizing an IGA with the City of Pendleton for Information Technology Services. Because the City of Pendleton already had some in-house IT staff, our last agreement was slightly different than our standard agreement in several different ways. The main differences were the term of the agreement (November to October vs. July to June), the types of services (strictly engineering vs. all services) and the renewal periods (two years vs. three years).

The proposed agreement before you is a return to our more basic IGA form as follows:

- The agreement will terminate June 30, 2024 setting up a standard fiscal year.
- Services are expanded to all types of services.
- Renewal period extends to three years (will require a new agreement).

Tie-In to Council Goals

N/A

Fiscal Information

The agreement continues to be a 24 hours a week contract. All costs are a 3% increase over their rate for the past year.

\$123.60 per hour

\$12,875 per month

\$154,500 per year

Alternatives and Recommendation

Alternatives

1. Adopt Resolution 2295 and attached IGA without modification.
2. Adopt Resolution 2295 and attached IGA with minor modifications.

3. Direct staff to make major changes to Resolution 2295 and/or the attached IGA return at a later date.

Section 10, Item E.

Recommended Action/Motion

Adopt Resolution 2295 and attached IGA without modification.

Submitted By: Byron D. Smith

RESOLUTION NO. 2295**A RESOLUTION AUTHORIZING THE CITY OF HERMISTON TO RENEW AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PENDLETON FOR THE CITY OF HERMISTON TO PROVIDE INFORMATION TECHNOLOGY SERVICES TO THE CITY OF PENDLETON 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, in November 2022 the City and the City of Pendleton entered into an Intergovernmental Agreement (the "Agreement") to provide ongoing IT services to the City of Pendleton for a one-year term ending October 31, 2023; and

WHEREAS, the City and the City of Pendleton have proposed to renew the Agreement, including a fee increase of 3% and the renewal term to run until June 30, 2023, therefore setting up any further renewal for a standard fiscal year term; and

WHEREAS, City staff believe it is in the best interest of the City to approve and execute the 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 Pendleton to provide ongoing IT services is hereby approved.
2. That the City Manager is authorized to sign the Intergovernmental Agreement.
3. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 23rd day of October 2023.

SIGNED by the Mayor this 23rd day of October 2023.

Dr. David Drotzmann, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER

INTERGOVERNMENTAL AGREEMENT
between
The City of Hermiston
and
The City of Pendleton
For Ongoing Information Technology Services

This Intergovernmental Agreement (Agreement) is made by and between the City of Hermiston, hereinafter "COH" and the City of Pendleton, hereinafter "Pendleton" (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 completing Fiscal Year 2024 commencing on November 1, 2023 and expiring on June 30, 2024 with an optional three-year renewal option, unless terminated earlier as set forth herein. Renewal of the agreement shall be in writing and subject to the mutual agreement of the parties.

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:

1. **Basic Services.** Pendleton agrees to pay \$123.60 per hour for an assumed 24 hours per week for a total of \$12,875 per month to COH for basic services. Pendleton will pay for devices and any other materials required to perform the services under this Agreement. In the event that there is a future change in the need for basic services by Pendleton, then the parties may mutually agree to increase or reduce basic services with a commensurate increase or reduction in basic services compensation.
2. **Materials.** The cost of materials purchased by COH for Pendleton shall be reimbursed by Pendleton within 45 days of receipt of invoice. COH agrees to notify Pendleton prior to purchasing anything over \$500 and to provide adequate documentation and invoice Pendleton 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. Unless otherwise specified in Attachment A, COH will submit invoices monthly for services rendered and Pendleton shall remit payment within 45 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 mutually terminate this Agreement at any time by written Agreement. Pendleton shall pay COH for all materials purchased and work performed prior to the termination date.
 - b. Either party may terminate the Agreement upon 90 days' notice to the other. If either party gives termination notice due to the occurrence of impracticability or impossibility of performance, including unavailability of labor or unanticipated budgetary shortfall, and the terminating party has made a reasonable and diligent effort to resolve the impracticability or impossibility of performance, then shorter notice may be negotiated between the parties.
 - 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. Pendleton shall pay COH for all materials purchased and work performed prior to the termination date.
 - d. Termination by either party shall not constitute a waiver of any claim either party may assert against the other party.

4. **Access to Records.** Upon reasonable advance notice, each party shall have access to the books, documents and other records of the other party (electronic or otherwise) which are necessary for completion of this Agreement for the purpose of examination, copying and audit unless otherwise limited by law.

5. Confidentiality.

- a. Maintenance of Confidentiality. COH shall treat as confidential any Pendleton Confidential Information that has been made known or available to COH or that COH has received, learned, heard or observed; or to which COH has had access. COH shall use Pendleton's Confidential Information exclusively for Pendleton's benefit and in furtherance of the Products and/or Services provided by COH. Except as may be expressly authorized in writing by Pendleton, in no event shall COH publish, use, discuss or cause or permit to be disclosed to any other person such Confidential Information. COH shall (1) limit disclosure of the Pendleton's Confidential Information to only those directors, officers, employees and agents of COH who need to know the Confidential Information in connection with providing ongoing IT services, (2) exercise reasonable care with respect to the Pendleton's Confidential Information, at least to the same degree of care as COH employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to Pendleton, upon its request, all materials containing Pendleton's Confidential Information, in whatever form, that are in COH possession or custody or under its control and (4) will be titled or marked "CONFIDENTIAL." COH is expressly restricted from and shall not use Confidential intellectual property of Pendleton without Pendleton's prior written consent.

Public Records. Both parties are public agencies and subject to the Oregon Public Records Act and Federal law. Both parties agree that proprietary and confidentially labeled information are assumed to be exempt from public records disclosure by ORS 192.355 (4) and/or (10) or other exemption. Each party will communicate the receipt of a relevant public records request and provide the opportunity for input from the other prior to making a response.

- b. Scope. This Contract shall apply to all Pendleton Confidential Information previously received, learned, observed, known by or made available to COH. This Contract shall not apply to Pendleton's Confidential Information which (1) is or later becomes part of the public domain without breach of this Contract and through no wrongful act of COH; (2) COH lawfully receives from a third party; (3) was developed independently by and was reduced to writing by COH prior to the earlier of the date of this Contract or the date of any access or exposure to any Pendleton Confidential Information, or (4) is required to be disclosed under operation of law. COH's confidentiality obligations under this Contract shall survive termination.
- c. Equitable Remedies. COH acknowledges that unauthorized disclosure of Pendleton's Confidential Information or misuse of a Pendleton computer system or network will result in irreparable harm to Pendleton. In the event of a breach or threatened breach of this Contract, Pendleton may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

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. Pendleton 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 Pendleton's negligent acts, omissions, activities or services provided pursuant to this Agreement. COH shall hold harmless, and indemnify Pendleton 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 Pendleton'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, Pendleton 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. If any action is instituted in connection with any claim or controversy arising out of this agreement, attorney fees may not be awarded by the court of competent jurisdiction and each party shall bear its own expenses of such action.

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 Pendleton, Attn: City Manager
500 SW Dorion Ave.; Pendleton, OR 97801
Email: Robb.Corbett@ci.pendleton.or.us PH: 541.966-0201

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 Pendleton 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 Pendleton.

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

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
IGA IT SERVICES Page 5 of 9

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.

19. Execution in Counterparts; Electronic Transmittal. This document may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Said counterparts may be transmitted by one party to the other by facsimile or electronic mail, including pdf format, with the same force and effect as delivery of original signature. The parties may use electronic or signatures as evidence of the execution and delivery of this document to the same extent as an original signature.

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 PENDLETON

Signature: 

Title: City Manager

Name (print): Robb Corbett

Date: 10-18-23

CITY OF HERMISTON

Signature: _____

Title: City Manager

Name (print): Byron D. Smith

Date: _____

Attachment A: Statement of Work

Period: November 1, 2023 to June 30, 2024.

24 assumed hours per week/month of service.

Hourly billing rate: \$123.60 per hour, an increase of 3% from \$120 per hour.

Current monthly billing rate: \$12,875 per month, an increase of 3% from \$12,500 per month.

Next scope of work to be reviewed and approved by June 2024.

Managed Help Desk

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

Managed Server and Network Infrastructure Support

- Monitor servers and network infrastructure
- Configure for optimal performance
- Maintain updates/patches for hardware and software
- Ensure compliancy for licensing/usage
- Remote management/support
- Installation and configuration of any new hardware such as servers, firewalls, switches, 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 Pendleton, the following provisions apply as appropriate to services contracted with COH. COH is pleased to offer an IT support package of services for Pendleton. The IT support package is designed to handle Pendleton's server and network technology-related needs. All servers and other network devices are considered covered items that will be maintained or serviced.

What this service covers and includes:

IGA IT SERVICES

Page 7 of 9

Vendor Liaison: COH will act as Pendleton'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. Pendleton non-IT staff 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 Pendleton 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 Pendleton'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 Pendleton as soon as possible.

Administrative Access: It is imperative that COH IT Team maintain and control administrative access to the Pendleton'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 Pendleton's appointed staff to procure hardware and software. COH's role will be to research, evaluate and recommend with final approval coming from Pendleton'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, Pendleton will involve the COH IT Team in such discussions as an advisor.

IT Policy and Procedure: The COH IT Team will work with Pendleton'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 Pendleton staff. Response time is immediate as possible.

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

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

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

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



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of October 23, 2023

Title/Subject

September 2023 Financial Report

Summary and Background

This is the monthly overview of the previous month's financial position of the city

Tie-In to Council Goals

Fiscal Prudence

Fiscal Information

NONE

Alternatives and Recommendation

Alternatives

NONE

Recommended Action/Motion

Recommend acceptance of the September 2023 Financial Report as presented.

Request a motion to accept the September 2023 Financial Report as presented.

Submitted By:

Mark Krawczyk

Director of Finance

September 2023 Financial Report



Department of Finance
September 2023
(Unaudited)

FY2023-2024 Monthly Financial Report

Section 11, Item A.

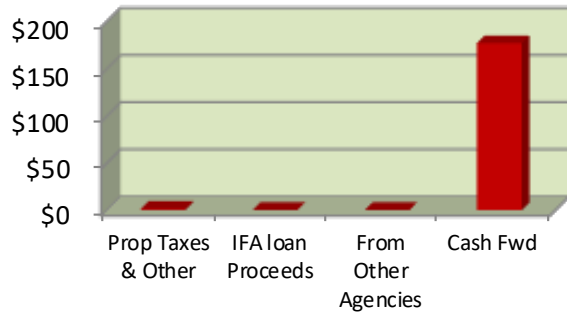
Hermiston Urban Renewal Agency (HURA)

For the Month Ending September 30, 2023

Resources

Through September 30, 2023

by Category



■ Actual Rev YTD

	Annual Proj Rev	Actual Rev YTD	% Var
Prop Taxes & Other	\$ 298	1	0%
IFA loan Proceeds	\$ 496	0	0%
From Other Agencies	\$ 50	0	
Cash Fwd	\$ 177	177	100%
Total	\$ 1,021	\$ 178	17%

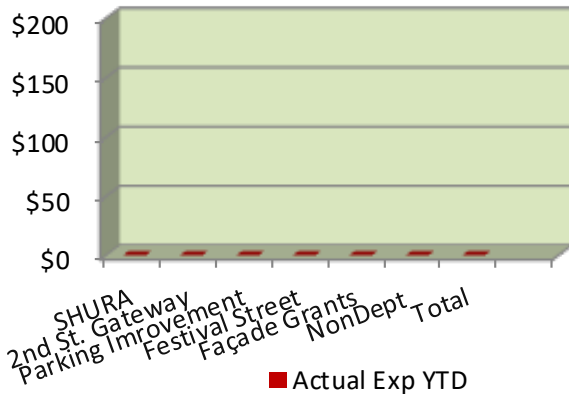
Note: Variance is calculated as % of revenue YTD

Expenditures

Through September 30, 2023

by Character

(in \$1,000)



■ Actual Exp YTD

	Annual Proj Exp	Actual Exp YTD	% Var
SHURA	\$ 496	0	0%
2nd St. Gateway	\$ 360	0	0%
Parking Improvement	\$ 3	0	0%
Festival Street	\$ 3	0	0%
Façade Grants	\$ 20	0	0%
NonDept	\$ 139	0	0%
Total	\$ 1,021	\$ -	0%

Note: variance is calculated as % of expenses YTD.

The FY2023-24 budget for the Urban Renewal Agency is \$ 1,020,966. This includes \$496,000 for the beginning of the SHURA project, \$360,000 for construction of the 2nd Street Gateway project, \$3,000 for parking improvements, \$3,000 for the Festival Street, \$20,000 for façade grants, and \$138,966 for Non-Departmental expenses.

FY2023-2024 Monthly Financial Report

Section 11, Item A.

City of Hermiston, Oregon

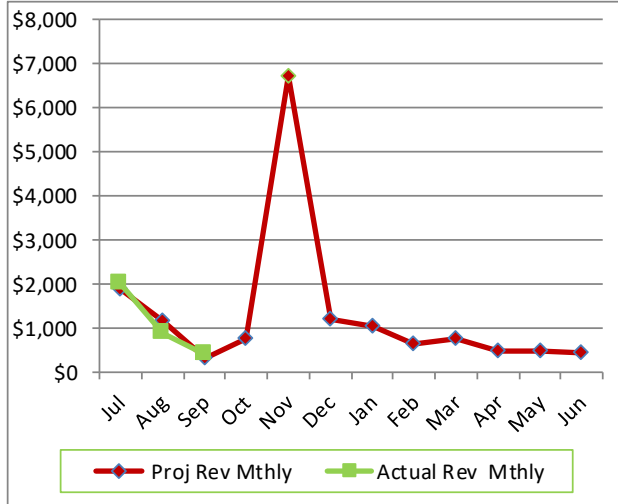
General Fund Resources

For the Month Ending September 30, 2023

General Fund Resources Summary

Through September 30, 2023

(in \$1,000)



	Proj Rev Mthly	Rev Proj Mthly	Actual Rev Mthly	Var Fav/ (Unfav)	% Var
Jul	\$ 1,869	\$ 1,869	\$ 2,011	\$ 142	8%
Aug	\$ 1,174	\$ 1,174	\$ 888	\$ (286)	-24%
Sep	\$ 347	\$ 347	\$ 428	\$ 81	23%
Oct	\$ 754	\$ 754		\$ -	0%
Nov	\$ 6,720	\$ 6,720		\$ -	0%
Dec	\$ 1,198	\$ 1,198		\$ -	0%
Jan	\$ 1,037	\$ 1,037		\$ -	0%
Feb	\$ 644	\$ 644		\$ -	0%
Mar	\$ 777	\$ 777		\$ -	0%
Apr	\$ 499	\$ 499		\$ -	0%
May	\$ 472	\$ 472		\$ -	0%
Jun	\$ 464	\$ 464		\$ -	0%
Total YTD	15,954	15,956	3,327	(63)	-0.4%
Cash Fwd	952	-	-	-	0%
Total	\$ 16,906	\$ 15,956	\$ 3,327	(63)	-0.4%

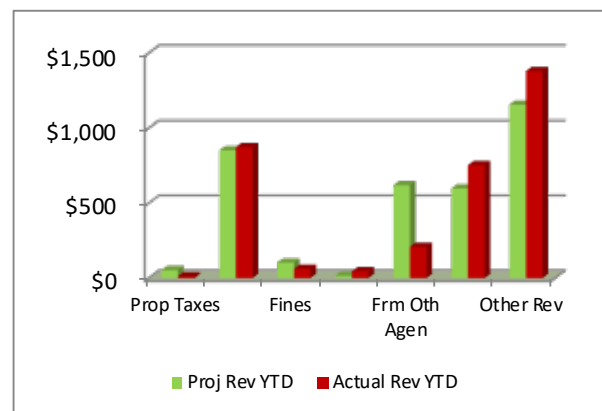
Estimated General Fund revenues for the 2023-24 fiscal year are **\$16,906,911**. Projected revenues for September were **\$347,602**, compared to actual revenues of **\$427,833**, a positive variance of **\$81,231**.

General Fund - All Resources

Through September 30, 2023

by Category

(in \$1,000)



	Annual Proj Rev	Proj Rev YTD	Actual Rev YTD	Var Fav/ (Unfav)	% Var
Prop Taxes	\$ 7,426	\$ 53	\$ 11	\$ (42)	-80%
Lic & Fran	\$ 1,468	\$ 850	872	21	3%
Fines	\$ 400	\$ 103	61	(43)	-41%
Interest Rev	\$ 70	\$ 16	46	30	188%
Frms Oth Agen	\$ 1,123	\$ 617	207	(410)	-66%
Svc Chgs	\$ 2,180	\$ 596	753	157	26%
Other Rev	\$ 3,287	\$ 1,154	1,378	224	19%
Cash Fwd	\$ 952	-	-	-	0%
Total	\$16,906	\$ 3,389	\$ 3,327	\$ (63)	-1.8%

Note: variance is calculated as a percent of the projected revenue YTD.

FY2023-2024 Monthly Financial Report

Section 11, ItemA.

City of Hermiston, Oregon

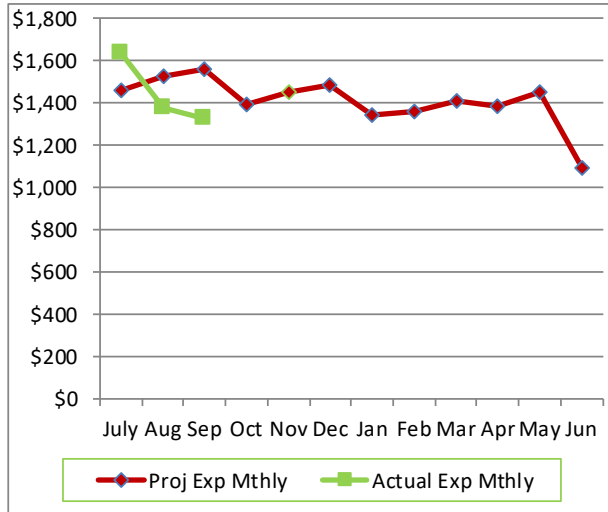
General Fund Expenditures

For the Month Ending September 30, 2023

General Fund Expenditure Summary

Through September 30, 2023

(in \$1,000)



	Proj Exp Mthly	Proj Exp	Actual Exp Mthly	Var Fav/ (Unfav)	% Var
July	\$ 1,460	\$ 1,460	\$ 1,632	\$ (172)	-12%
Aug	\$ 1,524	\$ 1,524	\$ 1,377	\$ 148	10%
Sep	\$ 1,560	\$ 1,560	\$ 1,328	\$ 232	15%
Oct	\$ 1,391	\$ 1,391			0%
Nov	\$ 1,451	\$ 1,451			0%
Dec	\$ 1,483	\$ 1,483			0%
Jan	\$ 1,340	\$ 1,340			0%
Feb	\$ 1,362	\$ 1,362			0%
Mar	\$ 1,409	\$ 1,409			0%
Apr	\$ 1,381	\$ 1,381			0%
May	\$ 1,449	\$ 1,449			0%
Jun	\$ 1,095	\$ 1,095			0%
Total YTD	16,907	16,906	4,337	208	1.2%
Contngcy		-	-	-	0%
Total	\$ 16,907	\$ 16,906	\$ 4,337	\$ 208	1.2%

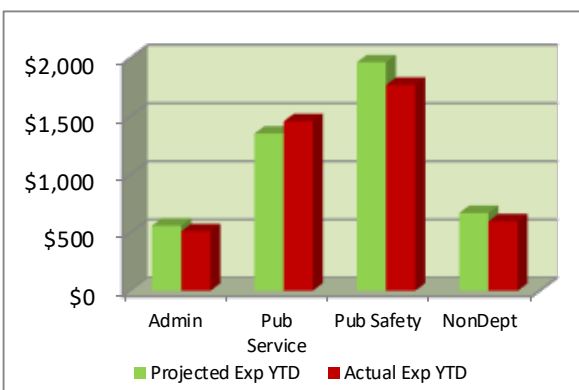
Projected General Fund monthly expenditures for September were **\$1,560,384**. Actual expenditures were **\$1,327,894**, which is **\$232,490** less than projected YTD for a **positive variance of 14.9%** for the month.

General Fund Expenditures

by Consolidated Department

Through September 30, 2023

(in \$1,000)



	Annual Proj Exp	Projected Exp YTD	Actual Exp YTD	Var Fav/ (Unfav)	% Var
Admin	\$ 2,221	559	512	48	9%
Pub Service	4,594	1,352	1,457	(106)	-8%
Pub Safety	7,416	1,965	1,772	193	10%
NonDept	2,675	669	596	73	11%
Unapp	-	-		-	0%
Total	\$16,906	\$ 4,545	\$ 4,337	\$ 208	4.6%

Note: variance is calculated as a percent of the projected expenditures YTD.

FY2023-2024 Monthly Financial Report

Section 11, ItemA.

General Fund Expenditure Detail YTD

For the Month Ending September 30, 2023

General Fund Expenditures by Department

	Annual Projected Exp	Projected Exp YTD	Actual Exp YTD	Var Fav/ (Unfav)	% Var Fav/ (Unfav)
City Council	0	0	0	0	0%
City Manager/Legal	1,059,519	264,880	261,925	2,955	1%
City Planning	464,191	116,048	82,304	33,744	29%
Finance	697,192	178,457	167,607	10,850	6%
Total Administration	2,220,902	559,385	511,836	47,549	9%
Transportation	472,000	95,028	90,000	5,028	5%
Airport	320,300	63,720	137,169	(73,449)	-115%
Bldg Inspection	571,453	133,295	133,232	63	0%
Parks	716,975	227,374	234,134	(6,760)	-3%
Parks/Utility Landscaping	44,115	12,427	9,882	2,545	20%
Pool	553,287	317,034	326,383	(9,349)	-3%
Municipal Buildings	150,790	37,698	35,476	2,222	6%
Library	894,012	218,045	262,994	(44,949)	-21%
Recreation	609,596	188,828	165,383	23,445	12%
Community Center	200,972	44,703	48,656	(3,953)	-9%
Harkenrider Center	60,010	13,552	13,959	(407)	-3%
Total Public Services	4,593,510	1,351,704	1,457,268	(105,564)	-8%
Court	733,137	264,872	169,207	95,665	36%
Public Safety Center	43,000	10,444	172,316	(161,872)	-1550%
Police Operations	6,640,440	1,689,552	1,430,015	259,537	15%
Total Public Safety	7,416,577	1,964,868	1,771,538	193,330	10%
Non-Departmental	2,674,921	668,730	596,205	72,525	11%
Unappropriated	0	0	0	0	0%
Total Non-Dept	2,674,921	668,730	596,205	72,525	11%
Total	16,905,910	4,544,686	4,336,847	207,839	4.6%

For September FY2024 -

Total Administration is \$47,549 less than YTD projected. **Total Public Services** are \$105,564 more than YTD projected. **Public Safety** is \$193,330 less than YTD projected. **Non-Departmental** is \$72,525 less than YTD projected. The total **General Fund expenses** are \$207,839 less than YTD projected for this month.

FY2023-2024 Monthly Financial Report

Section 11, ItemA.

Fund Balance - General Fund

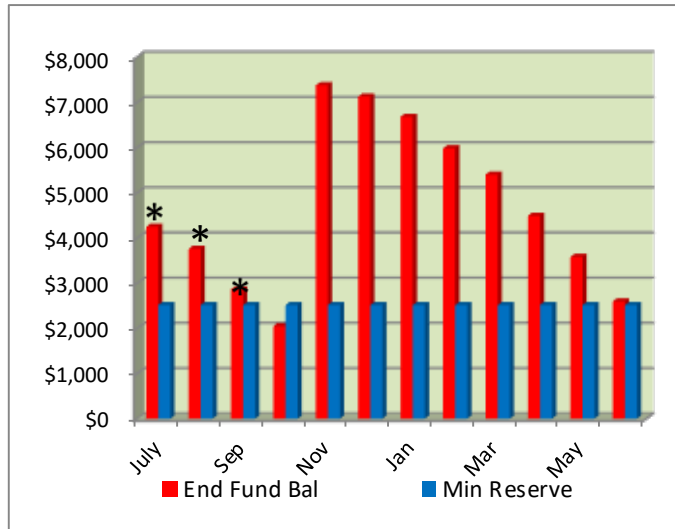
For the Month Ending September 30, 2023

General Fund

Through September 30, 2023

Ending Fund Balance

(in \$1,000)



Minimum Reserve = \$2,513,250

	Begin Fund Bal	Revenue	Expense	End Fund Bal	ACT/PROJ Fund Bal
July	\$ 3,867	\$ 2,011	\$ (1,632)	\$ 4,246	ACT*
Aug	\$ 4,246	\$ 888	\$ (1,377)	\$ 3,757	ACT*
Sep	\$ 3,757	\$ 428	\$ (1,328)	\$ 2,857	ACT*
Oct	\$ 2,857	\$ 754	\$ (1,560)	\$ 2,051	PROJ
Nov	\$ 2,051	\$ 6,720	\$ (1,391)	\$ 7,379	PROJ
Dec	\$ 7,379	\$ 1,198	\$ (1,451)	\$ 7,126	PROJ
Jan	\$ 7,126	\$ 1,037	\$ (1,483)	\$ 6,681	PROJ
Feb	\$ 6,681	\$ 644	\$ (1,340)	\$ 5,985	PROJ
Mar	\$ 5,985	\$ 777	\$ (1,362)	\$ 5,400	PROJ
Apr	\$ 5,400	\$ 499	\$ (1,409)	\$ 4,490	PROJ
May	\$ 4,490	\$ 472	\$ (1,381)	\$ 3,580	PROJ
June	\$ 3,580	\$ 464	\$ (1,449)	\$ 2,595	PROJ
Total	\$ 3,867	\$ 15,892	\$ 17,163	\$ 2,595	

The General Fund balance at the end of August FY2024 is approximately **\$2,857,000**, which is **\$343,750** more than the current Minimum Reserve requirement of **\$2,513,250**.

It is very likely October's General Fund ending balance will fall below for Minimum Reserve Requirement for the month.

The General Fund reserve policy is to maintain **15% fund balance** of total expenditures based on the prior fiscal year activity.

FY2023-2024 Monthly Financial Report

Section 11, ItemA.

Special Revenue Funds Report

For the Month Ending September 30, 2023

Special Revenue Funds

Resources & Requirements

	2023-24 Annual Budget	Actual YTD	Remaining Budget
02 Bonded Debt Fund			
Resources	626,677	54,929	571,748
Expenditures	527,920	308,600	219,320
Unappropriated Balance	98,757	N/A	N/A
05 Transient Room Tax (TRT)			
Resources	1,144,600	335,252	809,348
Expenditures	1,144,600	334,654	809,946
Unappropriated Balance	-	N/A	N/A
08 Reserve Fund			
Resources	43,494,330	1,549,831	41,944,499
Expenditures	42,399,936	1,469,032	40,930,904
Unappropriated Balance	1,094,394	N/A	N/A
11 Miscellaneous Special Revenue			
Resources	70,000	7,848	62,152
Expenditures	70,000	7,466	62,534
Unappropriated Balance	-	N/A	N/A
19 Christmas Express Special Revenue			
Resources	30,000	-	30,000
Expenditures	30,000	-	30,000
Unappropriated Balance	-	N/A	N/A
20 Law Enforcemnt Special Revenue			
Resources	36,014	5,057	30,957
Expenditures	20,000	-	20,000
Unappropriated Balance	16,014	N/A	N/A
21 Library Special Revenue			
Resources	33,000	-	33,000
Expenditures	33,000	-	33,000
Unappropriated Balance	-	N/A	N/A
23 Enterprise Zone Project Fund			
Resources	1,648,699	500,000	1,148,699
Expenditures	888,325	567,700	320,625
Unappropriated Balance	760,374	N/A	N/A
25 EOTEC Operations			
Resources	783,644	377,326	406,318
Expenditures	783,644	308,602	475,042
Unappropriated Balance		N/A	N/A
26 IT Services			
Resources	1,270,034	352,167	917,867
Expenditures	1,270,034	295,753	974,281
Unappropriated Balance		N/A	N/A

Beginning with the 2016-17 fiscal year the City began distinguishing within the funds some part of ending fund balance as contingency and some as reserved for future expenditure. The contingency is included in appropriations while the reserve for future expenditures is unappropriated.

The City uses multiple Special Revenue funds to account for revenues that are restricted to expenditure for particular purposes. They include funds for debt service, economic development, parks and recreation, capital projects, and grants. Since these funds are not operational in nature and used for specific purposes from year-to-year, their expenditures do not typically follow a predictable pattern so budget variances are not calculated for them.

FY2023-2024 Monthly Financial Report

Section 11, ItemA.

Utility and Street Funds Report

For the Month Ending September 30, 2023

Utility and Street Funds Report

Resources & Expenditures

	2023-2024			Variance	
	Annual Budget	Projected YTD	Actual YTD	Fav/(Unfav)	% Variance
04 Street Fund					
Resources	2,450,581	522,785	657,261	134,477	26%
Expenditures	2,420,581	605,145	469,957	135,188	22%
Contingency	30,000	N/A	N/A	N/A	N/A

06 Utility Fund					
Resources	13,537,367	2,780,868	3,884,142	1,103,275	40%
Expenditures	11,298,857	2,824,714	2,139,949	684,765	24%
Contingency	2,238,510	N/A	N/A	N/A	N/A

13 HES Fund					
Resources	13,113,053	2,542,249	2,616,131	73,882	3%
Expenditures	10,764,749	2,691,187	2,141,957	549,230	20%
Contingency	2,348,304	N/A	N/A	N/A	N/A

15 Regional Water Fund					
Resources	1,890,428	337,750	476,688	138,938	41%
Expenditures	1,223,306	305,827	298,886	6,941	2%
Contingency	667,122	N/A	N/A	N/A	N/A

All four of these funds are projected on a straight line, 1/12th of budgeted expense or revenue per month.

Revenues for the **Street Fund** are **\$134,477 more** than projected. Expenditures are **\$135,188 below** projected.

Revenues in the **Utility Funds** are **\$1,103,275 above** projected. Expenditures are **\$684,765 below** projected.

The **HES Fund** revenue is **\$73,882 more** than projected. Expenditures are **\$549,230 below** projected.

The **Regional Water Fund** revenues are **\$138,938 above** projected. Expenditures are **\$6,941 more** than projected.

FY2023-24 Monthly Financial Report

City of Hermiston, Oregon

Utilities/Streets Capital Projects Report

For the Month Ending September 30, 2023

	2023-2024 Budget	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,500,000	\$ 121,605	\$ 1,500,000	\$ 121,605	8.11%
N. 1st Place Reconstruction	\$ 4,175,000	\$ 57,864	\$ 4,175,000	\$ 478,345	11.46%
Penney Ave Roadway Improvement	\$ 1,000,000	\$ 209,442	\$ 1,000,000	\$ 508,748	50.87%
AWS System Expansion - RWS	\$ 20,949,400	\$ 220,124	\$ 20,949,400	\$ 2,565,843	12.25%
Lead and Copper Program	\$ 400,000	\$ 5,667	\$ 400,000	\$ 5,667	1.42%
Well #5 Water System Improvements	\$ 775,000	\$ 10,477	\$ 775,000	\$ 443,045	57.17%
Well #6 Backup Generator	\$ 380,000	\$ 9,765	\$ 380,000	\$ 80,199	21.11%
N. 1st Place Water Line Replacement	\$ 830,000	\$ 241,150	\$ 830,000	\$ 757,774	91.30%
Well #6 Chlorination	\$ 500,000	\$ 9,000	\$ 500,000	\$ 9,000	1.80%
Well #4 Control System	\$ 410,000	\$ 5,500	\$ 410,000	\$ 5,500	1.34%
Gladys & Main Waterline Replacement	\$ 100,000	\$ -	\$ 1,180,000	\$ -	0.00%
Well #5 Wetwell Upgrades	\$ 150,000	\$ -	\$ 150,000	\$ -	0.00%
McDonald's & 395 Sewer Main Replacement	\$ 370,000	\$ 20,336	\$ 370,000	\$ 42,336	11.44%
AWS Cooling Discharge	\$ 805,000	\$ 95,548	\$ 805,000	\$ 343,590	42.68%
Total	\$ 32,344,400	\$ 1,006,478	\$ 33,424,400	\$ 5,018,062	15.01%

Geer & Harper Re-alignment (\$1,500,000)

This intersection needs to be reconstructed to improve traffic/pedestrian access and ensure connectivity to property east of N. 1st Place. The current configuration makes access difficult for large trucks and traffic backs up on Harper Road during busy times during the day.

Current Update: No change in the status of this project. Still waiting for additional right-of-way acquisition.

North 1st Place Reconstruction (4,175,000)

North 1st Place is a critical secondary north/south arterial in Hermiston's transportation system. The existing road is cracking, there are no sidewalks and there is unrestricted access to the roadway from parking and undeveloped areas.

Current Update: Work has begun to shift toward preparation of the roadway for paving.

Penney Ave. Extension (\$1,000,000)

Business Oregon awarded a grant of approximately \$600,000 to cover half of the cost of constructing an extension of Penney Ave. between Kelli Blvd. and US395. Council approved using ARPA funds to cover the local match (half). This project implements the Transportation System Plan by adding an additional connection in to the southern industrial area of the City.

Current Update: Contractor finished paving in July & opened to traffic. Contractor continues to work through some final punch-list items associated with storm drains.

FY2023-24 Monthly Financial Report

City of Hermiston, Oregon

Utilities/Streets Capital Projects Report

For the Month Ending September 30, 2023

	2023-2024 Budget	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,500,000	\$ 121,605	\$ 1,500,000	\$ 121,605	8.11%
N. 1st Place Reconstruction	\$ 4,175,000	\$ 57,864	\$ 4,175,000	\$ 478,345	11.46%
Penney Ave Roadway Improvement	\$ 1,000,000	\$ 209,442	\$ 1,000,000	\$ 508,748	50.87%
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Lead and Copper Program	\$ 400,000	\$ 5,667	\$ 400,000	\$ 5,667	1.42%
Well #5 Water System Improvements	\$ 775,000	\$ 10,477	\$ 775,000	\$ 443,045	57.17%
Well #6 Backup Generator	\$ 380,000	\$ 9,765	\$ 380,000	\$ 80,199	21.11%
N. 1st Place Water Line Replacement	\$ 830,000	\$ 241,150	\$ 830,000	\$ 757,774	91.30%
Well #6 Chlorination	\$ 500,000	\$ 9,000	\$ 500,000	\$ 9,000	1.80%
Well #4 Control System	\$ 410,000	\$ 5,500	\$ 410,000	\$ 5,500	1.34%
Gladys & Main Waterline Replacement	\$ 100,000	\$ -	\$ 1,180,000	\$ -	0.00%
Well #5 Wetwell Upgrades	\$ 150,000	\$ -	\$ 150,000	\$ -	0.00%
McDonald's & 395 Sewer Main Replacement	\$ 370,000	\$ 20,336	\$ 370,000	\$ 42,336	11.44%
AWS Cooling Discharge	\$ 805,000	\$ 95,548	\$ 805,000	\$ 343,590	42.68%
Total	\$ 32,344,400	\$ 1,006,478	\$ 33,424,400	\$ 5,018,062	15.01%

AWS System Expansion- RWS (\$20,949,400)

Amazon Web Services is paying to extend the City-owned 16" water main in Feedville Road approximately 7,000 feet to connect up with the City's other existing water infrastructure in Kelli Blvd. This project will also upgrade various pumps and motors in the Regional Water System, and also chlorinate and perform the necessary functions to convert the line to carry potable water. AWS is also paying the City to design a second, permanent, 24" non-potable water main in Feedville Road.

Current Update: Work proceeded across/through the USBOR Feed Canal for completion of the Phase 1 pipeline work. Design work wrapped up for Phase 2 work, which will be advertised in October and awarded in November.

Lead and Copper Program (\$400,000)

New state and federal guidelines require drinking water systems to inventory all connections with lead or copper piping with a physical inspection by October 1, 2024.

Current Update: Staff completed collection of information regarding all likely water connections made prior to 1980. Additional guidance has been given allowing for a statistical inventory, rather than digging up every connection. Staff now working toward pulling a valid sample of pre-1980 connections which will allow for an extrapolated inventory based on actual inspections on the sample.

FY2023-24 Monthly Financial Report

City of Hermiston, Oregon

Utilities/Streets Capital Projects Report

For the Month Ending September 30, 2023

	2023-2024 Budget	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,500,000	\$ 121,605	\$ 1,500,000	\$ 121,605	8.11%
N. 1st Place Reconstruction	\$ 4,175,000	\$ 57,864	\$ 4,175,000	\$ 478,345	11.46%
Penney Ave Roadway Improvement	\$ 1,000,000	\$ 209,442	\$ 1,000,000	\$ 508,748	50.87%
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Well #5 Water System Improvements	\$ 775,000	\$ 10,477	\$ 775,000	\$ 443,045	57.17%
Well #6 Backup Generator	\$ 380,000	\$ 9,765	\$ 380,000	\$ 80,199	21.11%
N. 1st Place Water Line Replacement	\$ 830,000	\$ 241,150	\$ 830,000	\$ 757,774	91.30%
Well #6 Chlorination	\$ 500,000	\$ 9,000	\$ 500,000	\$ 9,000	1.80%
Well #4 Control System	\$ 410,000	\$ 5,500	\$ 410,000	\$ 5,500	1.34%
Gladys & Main Waterline Replacement	\$ 100,000	\$ -	\$ 1,180,000	\$ -	0.00%
Well #5 Wetwell Upgrades	\$ 150,000	\$ -	\$ 150,000	\$ -	0.00%
McDonald's & 395 Sewer Main Replacement	\$ 370,000	\$ 20,336	\$ 370,000	\$ 42,336	11.44%
AWS Cooling Discharge	\$ 805,000	\$ 95,548	\$ 805,000	\$ 343,590	42.68%
Total	\$ 32,344,400	\$ 1,006,478	\$ 33,424,400	\$ 5,018,062	15.01%

Well #5 Water System Improvements \$(775,000)

Well No. 5 has become the city's primary water source in recent years and provides water to the main pressure zone, which is the baseline for the entire water system. However, the current pumping capacity is less than the water right associated with it. The project will increase pumping capacity to allow the city to use its full water right of 5,000 gallons per minute.

Current Update: The contractor re-mobilized on-site and began work on the pumps/motors.

Well #6 Backup Generator (\$380,000)

Well No. 6 is the primary well and the only well available that could provide minimal water supply to lower pressure zones in the city during a power outage. The current pump was last repaired in 1994, and the backup pump lacks the capacity to service the pressure zone. The pump covers service area including Walmart Distribution Center, Eastern Oregon Higher Education Center, Pioneer Seed, and EOTEC. Preventative maintenance will avoid significant inconvenience and loss of water to area businesses.

Current Update: Generator delivered in September, with contractor working to perform system connections.

North 1st Place Water Line Replacement (\$830,000)

This project will eliminate failing, deteriorating lines which will minimize future repair work. It will also eliminate steel pipes from the 1920's and will improve public safety by ensuring no lead pipes.

Current Update: The majority of the project has been completed, accepted, and is functioning, with a final tie-in at 1st & Elm occurring in September.

FY2023-24 Monthly Financial Report

City of Hermiston, Oregon

Utilities/Streets Capital Projects Report

For the Month Ending September 30, 2023

	2023-2024 Budget	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,500,000	\$ 121,605	\$ 1,500,000	\$ 121,605	8.11%
N. 1st Place Reconstruction	\$ 4,175,000	\$ 57,864	\$ 4,175,000	\$ 478,345	11.46%
Penney Ave Roadway Improvement	\$ 1,000,000	\$ 209,442	\$ 1,000,000	\$ 508,748	50.87%
AWS System Expansion - RWS	\$ 20,949,400	\$ 220,124	\$ 20,949,400	\$ 2,565,843	12.25%
Lead and Copper Program	\$ 400,000	\$ 5,667	\$ 400,000	\$ 5,667	1.42%
Well #5 Water System Improvements	\$ 775,000	\$ 10,477	\$ 775,000	\$ 443,045	57.17%
Well #6 Backup Generator	\$ 380,000	\$ 9,765	\$ 380,000	\$ 80,199	21.11%
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Well #6 Chlorination	\$ 500,000	\$ 9,000	\$ 500,000	\$ 9,000	1.80%
Well #4 Control System	\$ 410,000	\$ 5,500	\$ 410,000	\$ 5,500	1.34%
Gladys & Main Waterline Replacement	\$ 100,000	\$ -	\$ 1,180,000	\$ -	0.00%
Well #5 Wetwell Upgrades	\$ 150,000	\$ -	\$ 150,000	\$ -	0.00%
McDonald's & 395 Sewer Main Replacement	\$ 370,000	\$ 20,336	\$ 370,000	\$ 42,336	11.44%
AWS Cooling Discharge	\$ 805,000	\$ 95,548	\$ 805,000	\$ 343,590	42.68%
Total	\$ 32,344,400	\$ 1,006,478	\$ 33,424,400	\$ 5,018,062	15.01%

Well # 6 Chlorination (\$450,000)

The chlorine room at Well No. 6 is 5 feet by 8 feet and too small for its current use and is constructed of fiberglass. It was originally constructed to occasionally store chlorination equipment. It is now in constant use and has been damaged during the exchange of chlorine cylinders. A larger building will allow more efficient operation of the well.

Current Update: Design has begun.

Well #4 Control System (\$390,000)

The 2,500-gallon per minute Well No. 4 pump was designed in the 1960s and is obsolete. The control system is unreliable and inefficient, and the piping system has been dismantled to use for parts in other systems. The station experiences large pressure fluctuations and configuring the pump control valve is challenging. The pump house also needs to be updated to ensure reliability during peak demands.

Current Updates: Design has begun.

Gladys & Main Waterline Replacement (\$1,180,000)

Sections of this water distribution system were installed in the 1920s with steel pipe – some of the oldest pipe in the city water system. This project will eliminate failing, deteriorating and undersized line, reduce repair work, and improve public safety.

Current Update: Survey work to assist in project design has begun.

FY2023-24 Monthly Financial Report

City of Hermiston, Oregon

Utilities/Streets Capital Projects Report

For the Month Ending September 30, 2023

	2023-2024 Budget	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,500,000	\$ 121,605	\$ 1,500,000	\$ 121,605	8.11%
N. 1st Place Reconstruction	\$ 4,175,000	\$ 57,864	\$ 4,175,000	\$ 478,345	11.46%
Penney Ave Roadway Improvement	\$ 1,000,000	\$ 209,442	\$ 1,000,000	\$ 508,748	50.87%
AWS System Expansion - RWS	\$ 20,949,400	\$ 220,124	\$ 20,949,400	\$ 2,565,843	12.25%
Lead and Copper Program	\$ 400,000	\$ 5,667	\$ 400,000	\$ 5,667	1.42%
Well #5 Water System Improvements	\$ 775,000	\$ 10,477	\$ 775,000	\$ 443,045	57.17%
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Gladys & Main Waterline Replacement	\$ 100,000	\$ -	\$ 1,180,000	\$ -	0.00%
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McDonald's & 395 Sewer Main Replacement	\$ 370,000	\$ 20,336	\$ 370,000	\$ 42,336	11.44%
AWS Cooling Discharge	\$ 805,000	\$ 95,548	\$ 805,000	\$ 343,590	42.68%
Total	\$ 32,344,400	\$ 1,006,478	\$ 33,424,400	\$ 5,018,062	15.01%

Well #5 Wetwell Upgrades (\$150,000)

Lift Station No. 5 is one of the city's newer lift stations. There is paint flaking on the pumps and hydrogen sulfide corrosion on interior surfaces from the raw sewage. Without upgrades, the mechanical equipment will need premature replacement.

Current Update: Design will begin soon.

McDonald's & 395 Sewer Main Replacement (\$375,000)

Segments of this piping have been found to have structural failures in multiple locations and failing joints. These line failures cause pipe blockage and requires monthly cleaning. In addition, pipe failures may be allowing sewage to exfiltrate the surrounding soil. A new sewer line would eliminate current monthly maintenance costs and provide watertight lines to protect existing groundwater resources from contamination.

Current Update: Legal staff continues to work on necessary easement approvals for the final project.

AWS Cooling Discharge (\$805,000)

Amazon Web Services is paying the City to design a discharge solution for their non-contact cooling water which is used to cool their facilities. This solution will require installation of a lift station and approximately 10,600 feet of a new discharge water Main in Feedville and South 1st to discharge into the Hermiston Irrigation District's A-Line Canal. This work will also require development of a separate NPDES Permit for the new discharge.

Current Update: Anderson Perry continues the design effort and coordinating early permitting issues with Umatilla County and DEQ.

FY2023-24 Monthly Financial Report
City of Hermiston, Oregon
Other City Capital Projects Report
For the Month Ending September 30, 2023

	2023-2024 Budget	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Teen Adventure Park	\$ 591,049	\$ 118,933	\$ 591,049	\$ 145,213	24.57%

Teen Adventure Park (\$591,049)

The Teen Adventure Park Phase I will incorporate a 7500 sq/ft skatepark designed for use by teens and the community as a whole. Included in the design is the refurbishment of a restroom facility, bench seating, landscaping, irrigation and ADA accessible parking and pathways. The Teen Adventure Park is funded 50% by the Land and Water Conservation Fund grant through the Oregon Parks and Recreation Department. Location is near Hermiston High School across from the Public Safety Building.

Current Update: Construction continues with concrete work beginning during the 2nd week of October. Nearing 65% completion of the build. Restroom placement, irrigation and landscaping will be the final items to construct.