



# CITY COUNCIL & URBAN RENEWAL AGENCY

## AGENDA

MONDAY, MAY 22, 2023

*Where Life is Sweet*

COUNCIL CHAMBERS - 180 NE 2ND ST.

---

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

*Zoom with Meeting ID: 862 2614 4112 Passcode: 203345 Telephone number to join is: 1 253  
215 8782; or submitting comments to [meetings@hermiston.or.us](mailto:meetings@hermiston.or.us)*

1. **CALL REGULAR MEETING TO ORDER – 7:00 PM**
2. **DECLARATION OF QUORUM**
3. **FLAG SALUTE**
4. **PROCLAMATIONS, PRESENTATIONS AND RECOGNITIONS**
  - A. Recognitions- Senior Youth Advisors
  - B.** Presentation- PATH Quarterly Report
5. **CITIZEN INPUT ON NON-AGENDA ITEMS**

*Anyone wishing to bring anything before the council that is not on the agenda is asked to please do the following: 1. Please limit comments to not more than FIVE minutes; 2. State your name and address; 3. Direct your comments to the Chair.*
6. **CONSENT AGENDA**
  - A.** Committee Vacancy Announcements
  - B.** Recommendation & Confirmation of Appointment to the Recreation Projects Fund Advisory Committee: Helen Nevin, Position 1, Remaining 3-year term ending December 31, 2025.
  - C.** Recommendation & Confirmation of Appointment to the Library Board: Rosario Madrigal, Position 3, Remaining 4-year term ending June 30, 2025
  - D.** Liquor License Application for "Off-Premises" for Dollar General located at 1206 W. Highland Ave

[E.](#) Replat- HSD Rocky Heights 4N2810 TL 100 4N2810AB TL 2002, 2003, 2100, 2101, 2103, 2104, 2200, 2201, 2203, 2400 & 2500 4N2810AC TL 100 - 650 W Standard Ave

[F.](#) Minutes of the May 8th Regular City Council Meeting

**7. ITEMS REMOVED FROM CONSENT AGENDA**

**8. ORDINANCES AND RESOLUTIONS**

[A.](#) Resolution 2272- Authorize Installation of Stop Signs.

**9. OTHER**

[A.](#) Airport Engineering Professional Services Agreement Award.

[B.](#) Review and Possible Approval of Project PATH Strategic Plan.

[C.](#) April 2023 Financial Report

**10. COMMITTEE REPORTS**

**A.** City Committee and Liaison:

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

**B.** Mayor's Report

**C.** Council Report

**D.** Youth Advisory Report

**E.** Manager's Report

**11. ADJOURN CITY COUNCIL MEETING AND CONVENE URBAN RENEWAL AGENCY MEETING**

**12. CALL TO ORDER**

**13. NEW BUSINESS**

[A.](#) North Hermiston Urban Renewal Plan

**14. ADJOURN URBAN RENEWAL AGENCY MEETING**

**\*\* 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.

# Project PATH

## 3rd Quarter Report, FY 22-23

### PILOT PROGRAM CONTACTS

#### COUNTY COMMISSIONER

Dan Dorran

#### CITY MANAGERS

Dave Stockdale, Umatilla

Byron Smith, Hermiston

Ben Burgener, Stanfield

Dave Slaght, Echo

#### PROJECT CONTACT

Esmeralda Perches

#### STEPPING STONES CONTACT

Jesalyn Cole

### EXECUTIVE SUMMARY

This report is provided in accordance with the Service Agreement between Stepping Stones Alliance and the City of Umatilla as part of the West Umatilla County partnership to provide services to our community's homeless residents through Project PATH (Practical Assistance through Transitional Housing). This initial report provides an update on site preparations, community outreach, strategic plan, budget, and general services. More detailed materials are available upon request which might include draft/adopted operational policies and procedures, meeting minutes of Stepping Stones Alliance, or general member policies and code of conduct. This report is intended to serve as a high level update of the services provided and the general progress we have made thus far.

### PERSONNEL UPDATE

Stepping Stones hired an executive director, navigation director and a third night staff:

Jesalyn Cole is the full-time Executive Director and has worked nine years in non-profit organizations. She has spent time serving on several non-profit boards, including five on a school board. Experienced in advocating for legislative changes, DEI initiatives, and underserved populations. She is bilingual in Spanish and a longtime resident of the Columbia Basin area. She also has a BA in education and a MA in Curriculum and Instruction and holds a certificate in professional fundraising.

Carolina Delgado is the full-time Navigation Director and is the conduit between guests and the community resources needed. Prior to this role, she worked for nine years as a peer support specialist and community health worker in the area. Carolina is bilingual in Spanish.

### SITE UPDATE

Site construction has been temporarily postponed due to an unexpected requirement to conduct a cultural resources study. In addition to this study, Blue Mountain Consulting was hired to perform a Geotech report and analysis at the site as well. The archaeologist found no materials at the location and we have submitted those findings to the State Historic Preservation Office and await their approval prior to our commencement of work on the site, estimated around the 20th of May.

## TRANSPORTATION UPDATE

Atkinson Staffing has continued to donate the use of a company vehicle and a driver for the twice daily shuttle between downtown Hermiston and the Sleep Center. Staff applied for two grants specific to transportation and purchasing a 15-passenger vehicle with a wheelchair lift and staffing that for the shuttle and later for use through the navigation center and guest appointments.

---

## COMMUNITY OUTREACH UPDATE

Created and built upon our social media presence, with a higher emphasis on Facebook with posts in both English and Spanish. Our social media connections/readership is over 1,100% and had reached nearly 18,000 in the 1<sup>st</sup> quarter, with over 100 new page likes/follows, and over 1,200 page visits.

Started Instagram page (too early for data).

Updated website with contact information (each staff now has phone and email).

---

## STRATEGIC PLAN UPDATE

Carla McLane was contracted to assist in the drafting and creation of the strategic plan. A draft plan has been reviewed by the board and presented to each partners' elected body. Finals revisions to the plan will be reviewed to the Advisory Board in April with anticipated adoption of the plan to occur in May/June.

---

## SERVICE REPORT UPDATE

Project PATH received approval of our membership request with our local Rural Oregon Continuum of Care. Stepping Stones is hosting a community open house on May 3, 2023 with local service partners expected to be present to help answer questions regarding the future of Project PATH and needs.

The state operated software of HMIS –Homeless Management Information Systems process has started for the data management of all guest.

---

## SLEEP CENTER

January saw a daily average of 16.2 guests, 61 unduplicated/new guests, total of 502 overnight stays. Volunteers served 31 meals and completed 124 shifts at the Sleep Center.

February saw a daily average of 12.2 guests, 5 unduplicated/new guests, total of 341 overnight stays. Volunteers served 28 meals and completed 112 shifts at the Sleep Center.

March saw a daily average of 8.2 guests, 4 unduplicated/new guests, total of 255 overnight stays. Volunteers served 31 meals and completed 124 shifts at the Sleep Center.

Open house on March 23<sup>rd</sup> brought in 25 volunteers for appreciation, re-training, and new orientation.

---

# Individual Shelter Units

Stepping Stones has worked endlessly in gathering volunteers to help build the ISU's. Over 82 volunteers have showed up on Saturdays for construction. A total of 298 volunteer hours not counting hours that Marlette has donated to the project. There are 14 units completed and 11 are in different states of completion. See below for pictures of the construction days.



## Looking Forward....

1. Stepping Stones board retreat scheduled for April 22nd that will include strategic planning.
2. Continued Partnership Building.
3. Volunteer Recruitment.
4. Fundraising.
5. Adoption of Strategic Plan (May/June 2023)
6. Individual Shelter Unit construction completion June 2023.
7. Site Construction (May 2023) and anticipated site opening (June/July 2023)



# PUBLIC ANNOUNCEMENT

The City is accepting applications for the following Committees:

## 1) Eastern Oregon Trade & Event Center (EOTEC) Committee

- Position 3, Representing the Greater Hermiston Hospitality and Tourism Committee:
  - 3-year term ending June 30, 2026 (Advertised as of 04/11/2023)
- Position 4, Representing the Community At-Large:
  - 3-year term ending June 30, 2026 (Advertised as of 04/11/2023)

## 2) Faith-Based Advisory Committee

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

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

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

## 4) Hispanic Advisory Committee

- Position 5: 3-year term ending June 30, 2025 (Advertised as of 04/19/2022)
- Positions 1 & 2: 3-year terms ending June 30, 2026 (Advertised as of 04/11/2023)

## 5) Library Board

- Position 3: remaining 4-year term ending June 30, 2025 (Vacant as of 04/05/2021)
- Position 5: 4-year term ending June 30, 2027 (Advertised as of 04/11/2023)

### **Deadline to apply for all Committees: Open Until Filled**

Interested persons are asked to submit an application to City Hall, 180 NE 2<sup>nd</sup> Street, Hermiston, or at [lalarcon-strong@hermiston.or.us](mailto: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.



# HERMISTON POLICE DEPARTMENT

Section 6, Item D.



330 S. First Street  
Hermiston, Oregon 97838  
[www.hermiston.or.us/police/home](http://www.hermiston.or.us/police/home)

Phone: 541-567-5519  
Fax: 541-567-8469  
Email: [records@hermiston.or.us](mailto:records@hermiston.or.us)

*Sine Metu Sine Gratia*

*Without Fear Without Favor*

TO: City Manager Byron Smith  
FROM: Chief Jason Edmiston  
DATE: May 11<sup>th</sup>, 2023  
SUBJECT: Liquor License Application – Dollar General

After review of the liquor license application for “Off-Premises” for Dollar General located at 1206 W Highland Avenue, Hermiston, I find nothing of substance after performing a criminal history check consistent with established parameters utilized by the city, to deny the application submitted by Steven Deckard.

It is my recommendation this information/request be presented to the City Council.

CC: City Recorder Lilly Alarcon-Strong





# LIQUOR LICENSE APPLICATION

**PRINT FORM**

Section 6, Item D.

**RESET FORM**

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 <sup>st</sup> Location	Date application received and/or date stamp:  05/09/2023
Brewery Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/>	
<input type="checkbox"/> Brewery-Public House (BPH) 1 <sup>st</sup> location	Name of City or County: <u>City of Hermiston</u>
BPH Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/>	
<input type="checkbox"/> Distillery	Recommends this license be:
<input type="checkbox"/> Full On-Premises, Commercial	<input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Full On-Premises, Caterer	By: _____
<input type="checkbox"/> Full On-Premises, Passenger Carrier	Date: _____
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege (GSP) 1 <sup>st</sup> location	
GSP Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/>	
<input type="checkbox"/> Limited On-Premises	<b>OLCC USE ONLY</b>
<input checked="" type="checkbox"/> Off-Premises	Date application received: _____
<input type="checkbox"/> Warehouse	Date application accepted: _____
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 <sup>st</sup> Location	License Action(s):
Winery Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/>	
(4 <sup>th</sup> ) <input type="checkbox"/> (5 <sup>th</sup> ) <input type="checkbox"/>	

2. Identify the applicant(s) applying for the license(s). **ENTITY (example: corporation or LLC) or INDIVIDUAL(S)**<sup>1</sup> applying for the license(s):

DG Retail, LLC

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

<b>3. Trade Name of the Business (Name Customers Will See)</b> Dollar General Store #23046		
<b>4. Business Address (Number and Street Address of the Location that will have the liquor license)</b> 1206 W. Highland Ave.		
City Hermiston	County Umatilla	Zip Code 97838

<sup>1</sup> Read the instructions on page 1 carefully. If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.



# LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) Dollar General Store #23046			
6. Does the business address currently have an OLCC liquor license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your license certificate, renewal application and other mailings as described in <u>OAR 845-004-0065[1]</u> .) 100 Mission Ridge, Attention: Tax Dept			
City Goodlettsville	State TN	Zip Code 37072	
9. Phone Number of the Business Location 541-626-6495		10. Email Contact for this Application and for the Business Emily.Gant@foster.com	
11. Contact Person for this Application Emily Gant		Phone Number (206) 816-1454 (No Solicitations)	
Contact Person's Mailing Address (if different) 1111 Third Avenue, Suite 3000	City Seattle	State WA	Zip Code 98101

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

**ATTESTATION: \*\*READ CAREFULLY AND MAKE SURE YOU UNDERSTAND BEFORE SIGNING THIS FORM\*\***

I understand that marijuana is **prohibited** on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read OAR 845-005-0311 and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per OAR 845-005-0311[6]) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an unwaivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

Applicant(s) Signature

- Each individual (sole proprietor) listed as an applicant must sign the application below.
- If an applicant is an entity, such as a corporation or LLC, at least one **INDIVIDUAL who is authorized to sign for the entity** must sign the application.
- An individual with the authority to sign on behalf of the applicant (such as the applicant's attorney or an individual with power of attorney) may sign the application. If an individual other than an applicant signs the application, please provide written proof of signature authority. Attorneys signing on behalf of applicants may list the state of bar licensure and bar number in lieu of written proof of authority from an applicant. **Applicants are still responsible for all information on this form.**

Steven Deckard		6/15/2022	
App. #1: (PRINT NAME)	App #1: (SIGNATURE)	App #1: Signature Date	Atty. Bar Information (if applicable)
App. #2: (PRINT NAME)	App #2: (SIGNATURE)	App #2: Signature Date	Atty. Bar Information (if applicable)
App. #3: (PRINT NAME)	App #3: (SIGNATURE)	App #3: Signature Date	Atty. Bar Information (if applicable)
App. #4: (PRINT NAME)	App #4: (SIGNATURE)	App #4: Signature Date	Atty. Bar Information (if applicable)



*Where Life is Sweet*

Mayor and Members of the City Council  
**STAFF REPORT**  
For the Meeting of May 22, 2023

**Title/Subject**

Replat- HSD Rocky Heights 4N2810 TL 100 4N2810AB TL 2002, 2003, 2100, 2101, 2103, 2104, 2200, 2201, 2203, 2400 & 2500 4N2810AC TL 100 - 650 W Standard Ave

**Summary and Background**

PBS Engineering has submitted a final plat for the Hermiston School District’s replat of the Rocky Heights Elementary School property and twelve adjacent residential lots. The replat addresses encroachment issues that were mapped as part of the Rocky Heights building project.

The Rocky Heights site and one adjacent residential lot are zoned Medium Density Residential (R-2). Eleven of the adjacent parcels are zoned Multi-Structure Residential (R-4).

Public notice was provided for the proposed replat. Notice of the proposed land use action was mailed by direct mail to all property owners within 100 feet on March 29, 2023. A sign informing the public of the proposal was placed on the property on March 29, 2023.

The criteria that are applicable to the decision to accept the proposed replat are contained in 154.46 of the Hermiston Code of Ordinances.

The final plat requirements and findings are attached to this report as Exhibit A. The conditions of approval are attached as Exhibit B. The map showing the adjusted areas is attached as Exhibit C. The final plat as prepared by the surveyor is attached as Exhibit D. An aerial photo is attached as Exhibit E.

**Tie-In to Council Goals**

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

**Fiscal Information**

No new lots are being created as part of this replat and all lots are currently developed. The total assessed value of all lots within the replat is \$869,070.

**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 with the conditions.

- Motion to approve the final plat subject to the conditions.

**Submitted By:**

Clinton Spencer

**Exhibit A**  
**Findings of Fact**  
**Rocky Heights Subdivision**  
**650 W Standard Ave**  
**May 22, 2023**  
**Chapter 154: Subdivisions**

Design Standards

§154.15 Relation to Adjoining Street System.

The development is bounded by W Standard Ave, NW 3<sup>rd</sup> Street, NW 7<sup>th</sup> Street, W Fulton Ave, NW Stockton St, and W Marie Ave. No new streets are proposed as part of this replatting. This criterion is not applicable to the decision to accept the plat.

§154.16 Street and Alley Width.

No new streets or alleys are proposed as part of the partition. The property is currently serviced by W Standard Ave, NW 3<sup>rd</sup> Street, NW 7<sup>th</sup> Street, W Fulton Ave, NW Stockton St, and W Marie Ave. No new streets are proposed as part of this replatting. This criterion is not applicable to the decision to accept the plat.

§154.17 Easements.

There is an existing irrigation easement for the D-G Irrigation Ditch running northwesterly from NW 3<sup>rd</sup> Street to NW 7<sup>th</sup> Street. This easement forms the existing south boundary of eleven of the twelve single-family lots. The easement serves a canal which is no longer in place and is dry. The area within the canal easement will be transferred from the Rocky Heights site to the single-family lots.

The preliminary plat also indicates a number of existing easements within the development. The majority of these easements are for existing power lines.

No new easements are proposed as part of this replat.

§154.18 Blocks.

No new streets are proposed or required. This criterion is not applicable to this decision to accept the plat.

§154.19 Lots.

All of the proposed lots exceed the minimum lot size of 5,000 square feet in the R-4 zone and/or 6,500 square feet in the R-2 zone.

Lot 3 (Tax Lot 2003) will have a depth in excess of three times its width. However, this lot already has a depth in excess of three times its width prior to replatting. Staff recommends that the planning commission waive the requirement for this lot as this condition is already in place and adjusting the rear lot line creates a more logical property boundary aligning with two neighboring properties.

Tax Lots 2500 and 100 share a lot line which is not perpendicular to the street line for NW 3<sup>rd</sup> Street. However, as with the lot depth requirement for Tax Lot 2003 this angle is related to existing patterns of development and staff recommends the planning commission waive the requirement for these two lots.

§154.20 Character of Development.

The entire site is developed residentially and an existing elementary school. No common facilities are provided within the development.

§154.21 Parks, School Sites and the Like.

There is an existing school site within the proposed replat and the site is adjacent to Butte Park. No other public facilities are planned in the city comprehensive plan for this area.

§154.22 Access Management

No new access points are proposed for this development and one existing point of access for Rocky Heights Elementary will be removed. This criterion is not applicable to the decision to accept the plat.

§154.35 Preliminary Plat Requirements

- (A) Whenever any person desires to subdivide land into building lots and to dedicate streets, alleys or land for public use, the person shall submit four copies of the preliminary sketch plat conforming to the requirements of 154.15 through 154.21 to the Planning Commission before submission of the final plat. **The applicant has met the plat submission requirement.**
- (B) The preliminary plat must be filed with the City Planner at least 30 days prior to the meeting of the Planning Commission. Minor partitions containing three lots or less may be exempted from the provisions of this section. **The applicant has met the plat submission date on March 8, 2023.**
- (C) The preliminary plat shall show:
  - (1) The location of present property lines, section lines and the lines of incorporated areas, streets, buildings, water courses, tree masses and other existing features within the area to be subdivided and similar information regarding existing conditions on land immediately adjacent thereto; **Shown as required.**
  - (2) The proposed location and width of streets, alleys, lots, building and setback lines and easements; **Shown as required.**
  - (3) Existing sanitary and storm sewers, water mains, culverts and other underground structures within the tract or immediately adjacent thereto. The location and size of the nearest water main and sewer or outlet are to be indicated in a general way upon the plat; **Shown as required.**
  - (4) The title under which the proposed subdivision is to be recorded and the name of the subdivider platting the tract; **Shown as required.**
  - (5) The names and adjoining boundaries of all adjoining subdivisions and the names of recorded owners of adjoining parcels of unsubdivided land; **Shown as required.**

(6) Contours referred to a City Engineer’s bench mark with intervals sufficient to determine the character and topography of the land to be subdivided, but in no case shall the intervals be more than one foot; **Contours are not shown on the preliminary plat.**

(7) North point, scale and date; **Shown as required.**

(8) Grades and profiles of streets and plans or written and signed statements regarding the grades of proposed streets; and the width and type of pavement, location, size and type of sanitary sewer or other sewage disposal facilities; water mains and other utilities; facilities for storm water drainage and other proposed improvements such as sidewalks, planting and parks, and any grading of individual lots; **Shown as required.**

(9) All the above information unless waived by the Planning Commission. **Staff recommends the Planning Commission waive (6) above. The development is already in place and no new construction is proposed which would require assessment of contours.**

(D) After the preliminary plat has been submitted to the Planning Commission in accordance with these regulations, a final plat, together with copies of any deed restrictions, shall be prepared and submitted to the City Planner. The plat shall be filed in the office of the City Planner at least 14 days prior to the meeting of the Planning Commission at which approval thereof is asked. This final plat shall be submitted and prepared in accordance with the provisions of 154.45 through 154.46 hereof. **The applicant shall meet this plat requirement.**

Minimum Improvements Required

§154.60 Permanent Markers

Permanent markers shall be set as shown on the final plat in accordance with ORS 92.050 through 92.080.

154.61 General Improvements

All of the streets abutting this development are fully improved to city standards with the exception of NW 3<sup>rd</sup> Street. This portion of NW 3<sup>rd</sup> Street is planned for paving by the city in 2023 as part of general improvements and maintenance.

§154.62 Water Lines

All parcels are served by existing water service. No water extensions are proposed or required.

§154.63 Sanitary Sewer System.

All parcels are served by existing sewer service. No sewer extensions are proposed or required.

Final Plat

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

(A) The boundary lines of the area being subdivided, with accurate distances and bearings. **Shown as required**

(B) The lines of all proposed streets and alleys with their width and names. **Shown as required**

- (C) The accurate outline of any portions of the property intended to be dedicated or granted for public use. **Shown as required**
- (D) The line of departure of one street from another. **Shown as required**
- (E) The lines of all adjoining property and the lines of adjoining streets and alleys with their widths and names. **Shown as required**
- (F) All lot lines together with an identification system for all lots and blocks. **Shown as required**
- (G) The location of all building lines and easements provided for public use, services or utilities. **Shown as required**
- (H) All dimensions, both linear and angular, necessary for locating the boundaries of the subdivision, lots, streets, alleys, easements, and other areas for public or private use. Linear dimensions are to be given to the nearest 1/10 of a foot. **Shown as required**
- (I) All necessary curve data. **Shown as required**
- (J) The location of all survey monuments and bench marks together with their descriptions. **Shown as required**
- (K) The name of the subdivision, the scale of the plat, points of the compass, and the name of the owners or subdivider. **Shown as required**
- (L) The certificate of the surveyor attesting to the accuracy of the survey and the correct location of all monuments shown. **Shown as required.**
- (M) Private restrictions and 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. **No restrictions are proposed and none are referenced 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. **Shown as required.**
- (O) Certificates of approval for endorsement by the city council and certificate indicating its submission to the planning commission, together with approval for endorsement by other local, county and/or state authority as required by Oregon statutes. **Shown as required.**

**Chapter 157: Zoning**

**§157.026 Medium Density Residential (R-2)**

Uses permitted in the R-2 zone are listed in §157.026 of the Hermiston Code of Ordinances.

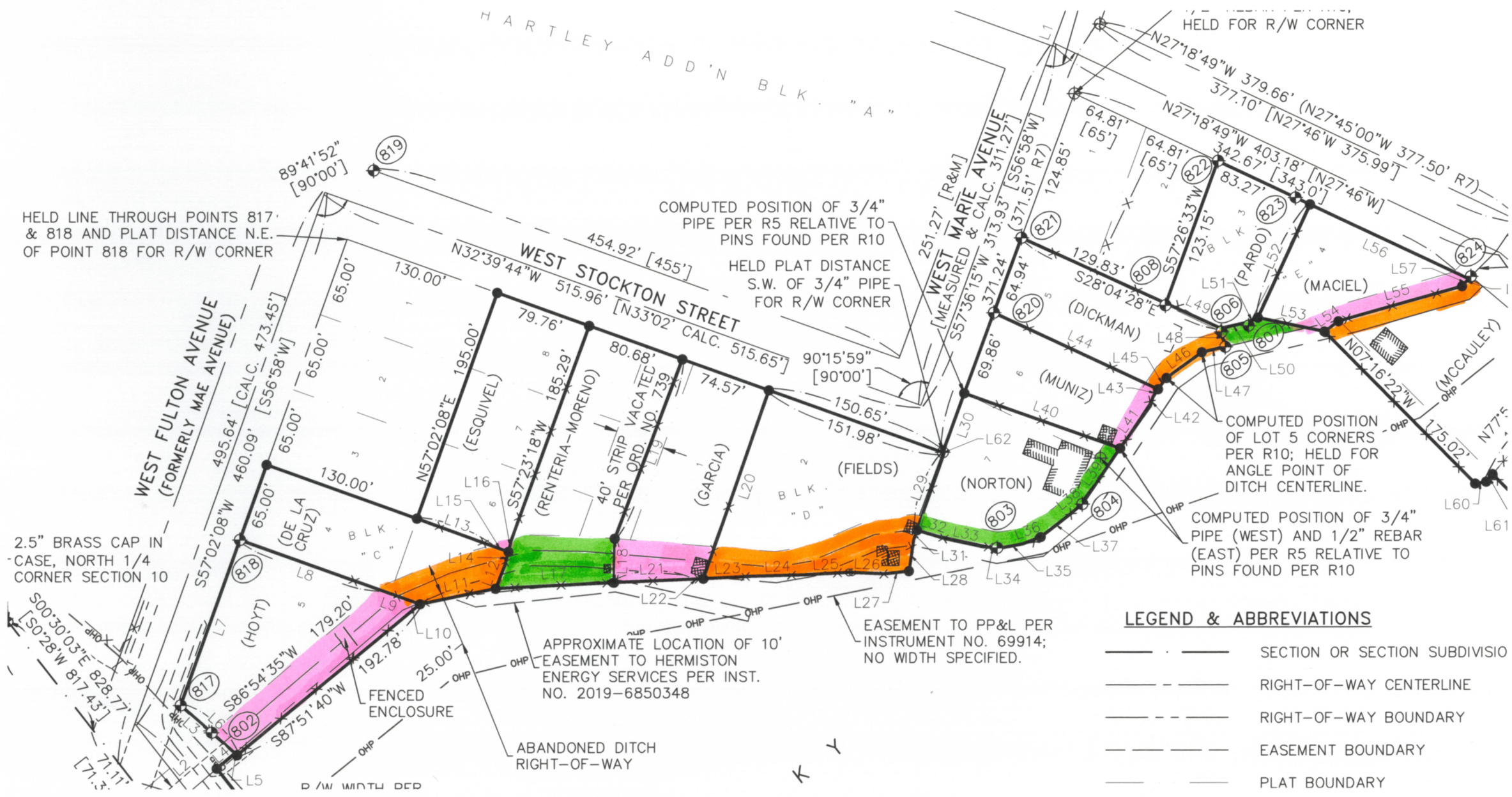
Tax Lots 4N 28 10 Tax Lot 100 and 4N 28 10AC Tax Lot 100 are each zoned R-2.



**Exhibit B**  
**Conditions of Approval**  
**Rocky Heights Subdivision**  
**650 W Standard Ave**

**May 22, 2023**

1. The applicant shall work with and receive certification from the Hermiston Irrigation District prior to obtaining city signature on the final plat.
2. 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.



HELD LINE THROUGH POINTS 817 & 818 AND PLAT DISTANCE N.E. OF POINT 818 FOR R/W CORNER

COMPUTED POSITION OF 3/4" PIPE PER R5 RELATIVE TO PINS FOUND PER R10  
HELD PLAT DISTANCE S.W. OF 3/4" PIPE FOR R/W CORNER

HELD FOR R/W CORNER

COMPUTED POSITION OF LOT 5 CORNERS PER R10; HELD FOR ANGLE POINT OF DITCH CENTERLINE.

COMPUTED POSITION OF 3/4" PIPE (WEST) AND 1/2" REBAR (EAST) PER R5 RELATIVE TO PINS FOUND PER R10

2.5" BRASS CAP IN CASE, NORTH 1/4 CORNER SECTION 10

APPROXIMATE LOCATION OF 10' EASEMENT TO HERMISTON ENERGY SERVICES PER INST. NO. 2019-6850348

EASEMENT TO PP&L PER INSTRUMENT NO. 69914; NO WIDTH SPECIFIED.

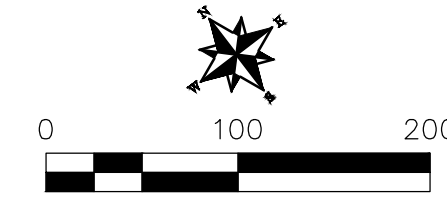
ABANDONED DITCH RIGHT-OF-WAY

**LEGEND & ABBREVIATIONS**

- · — SECTION OR SECTION SUBDIVISIO
- — — RIGHT-OF-WAY CENTERLINE
- - - - - RIGHT-OF-WAY BOUNDARY
- - - - - EASEMENT BOUNDARY
- — — PLAT BOUNDARY

# ROCKY HEIGHTS SUBDIVISION

N.E. 1/4 SECTION 10, T4N R28E, W.M. HERMISTON, OREGON



**BASIS OF BEARINGS**  
HORIZONTAL DATUM: NAD 83

OREGON STATE PLANE NORTH ZONE, HOLDING A BEARING OF S00°30'03"E BETWEEN THE BRASS CAP MONUMENT MARKING THE NORTH 1/4 CORNER OF SECTION 10 AND THE #4 IRON REBAR MARKING THE CENTER 1/4 CORNER OF SECTION 10, T4N R28E, W.M., HERMISTON, OREGON.

**EQUIPMENT NOTE**  
THIS SURVEY WAS PERFORMED WITH DATA COLLECTED BY UAV (DRONE) AND CONVENTIONAL METHODS, USING RADIAL, RTK, AND SCANNER DATA COLLECTED USING SPECTRA SP80 NETWORK RECEIVERS HAVING ACCURACIES OF 8MM+1PPM HORIZONTAL AND 15MM+1PPM VERTICAL AND A TRIMBLE SX10 ROBOTIC SCANNER HAVING ACCURACIES OF 1MM+1.5PPM DISTANCE AND 1" ANGULAR. MONUMENTS SHOWN WERE VISITED IN DECEMBER, 2020.

**INDEX**  
SHEET ONE: MAP, RECORD DOCUMENTS  
SHEET TWO: MONUMENT TABLE, APPROVALS, AND SURVEYOR'S CERTIFICATE  
SHEET THREE: ACKNOWLEDGEMENTS, NOTARIZED SIGNATURES  
SHEET FOUR: NOTARIZED SIGNATURES

**LEGEND & ABBREVIATIONS**

- PROPERTY BOUNDARY
- SECTION OR SECTION SUBDIVISION LINE
- RIGHT-OF-WAY CENTERLINE
- RIGHT-OF-WAY BOUNDARY
- EASEMENT BOUNDARY
- PLAT BOUNDARY
- EXISTING PROPERTY/DITCH RIGHT-OF-WAY
- OVERHEAD UTILITY LINE
- FENCE LINE
- EDGE OF CONCRETE
- EDGE OF ASPHALT
- BUILDING
- FOUND MONUMENT AS NOTED
- CALCULATED POINT
- SET 5/8" X 30" IRON REBAR WITH YELLOW PLASTIC CAP STAMPED "WA 19619 / OR 02820"
- [123.45'] RECORD DIMENSION PER PLAT OF HARTLEY ADDITION OR HERMISTON HEIGHTS
- (123.45') RECORD DIMENSION AS NOTED - SEE RECORD DOCUMENTS
- CALC. CALCULATED PER RECORD
- (819) MONUMENT NOTE - SEE TABLE

**RECORD DOCUMENTS**  
(R1) PLAT BK. 6 PG. 13 "HERMISTON HEIGHTS" ROBBETT, 1947  
(R2) PLAT BK. 6 PG. 14 "HARTLEY ADDITION" ROBBETT, 1947  
(R3) COUNTY SURVEY NO. Q-0618-B THOMPSON FOR SCHOOL, 1961  
(R4) PLAT BK. 11 PG. 4 "ROCKWOOD ESTATES" WALLULIS, 1976  
(R5) COUNTY SURVEY NO. 84-050-AX EDWARDS FOR BONDURANT, 1984  
(R6) COUNTY SURVEY NO. Q-1186-A EDWARDS FOR MOULTON, 1979  
(R7) COUNTY SURVEY NO. 87-031-B EDWARDS FOR SCHOOL, 1987  
(R8) COUNTY SURVEY NO. 90-062-AX STAEBLER FOR NEUMANN, 1990  
(R9) COUNTY SURVEY NO. 91-026-A EDWARDS FOR DAVIS, 1991  
(R10) COUNTY SURVEY NO. 06-519-A EDWARDS FOR DICKMAN, 2006  
(R11) PLAT BK. 15 PG. 37 "SENTINEL SUBDIVISION" DELANO, 2008  
(R12) COUNTY SURVEY NO. 20-084-B MCKINNIS FOR ZAMORA, 2020  
ORDINANCE NO. 739, BK. 324 PG. 140, DEED RECORDS, 1972

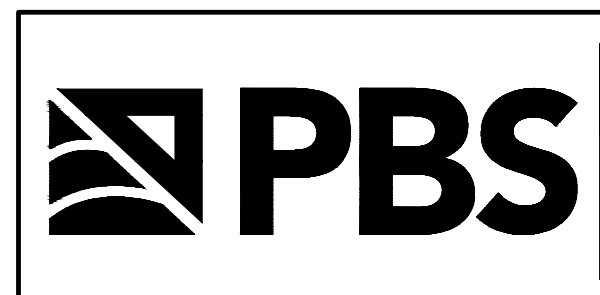
LOT AREA	ACRES	SQ. FEET
MUNIZ	0.2	8967.1
PARDO	0.2	9330.7
MACIEL	0.2	9079.6
DE LA CRUZ	0.3	12740.1
GARCIA	0.3	13534.9
NORTON	0.3	12860.4
DICKMAN	0.3	10935.1
HOYT	0.4	17024.0
ESQUIVEL	0.4	15459.0
RENTERIA-MORENO	0.4	16987.3
MCCAULEY	0.4	17936.1
FIELDS	0.5	20111.3
ROCKY HEIGHTS	21.7	944184.5

LINE	BEARING	DISTANCE
L1	N57°36'15"E	2.66'
L2	S86°56'42"W	77.09'
L3	S11°01'34"E	33.84'
L4	N86°56'42"E	19.37'
L5	N11°01'34"W	2.41'
L6	S11°01'34"E	61.50'
L7	N57°02'08"E	143.32'
L8	S32°39'44"E	120.75'
L9	S32°46'43"E	35.09'
L10	S63°53'32"E	62.92'
L11	N58°34'14"E	21.22'
L12	N32°19'04"W	79.48'
L13	S52°12'07"W	10.65'
L14	N52°12'07"E	10.22'
L15	N55°19'28"W	96.56'
L16	N38°25'11"E	35.86'
L17	S58°03'07"W	156.19'
L18	S55°00'05"E	72.83'
L19	S56°27'57"W	162.44'
L20	N54°50'56"W	118.38'
L21	N49°47'27"W	29.17'
L22	N58°51'23"W	19.79'
L23	N46°07'53"E	25.68'
L24	S56°41'38"W	8.48'
L25	S56°46'41"W	66.71'
L26	N32°39'44"W	1.33'
L27	S35°32'09"E	24.06'
L28	N40°24'51"W	31.87'

LINE	BEARING	DISTANCE
L29	N49°45'22"W	16.08'
L30	N63°01'00"W	16.11'
L31	S73°21'14"E	16.00'
L32	S89°10'40"W	43.20'
L33	S71°37'28"W	54.88'
L34	N57°36'15"E	51.35'
L35	N32°55'45"W	135.09'
L36	S72°58'38"W	42.40'
L37	S52°36'14"W	7.62'
L38	S70°41'11"W	7.59'
L39	S27°27'23"E	147.93'
L40	S74°44'00"W	11.51'
L41	S88°24'27"E	35.60'
L42	S65°30'27"E	19.53'
L43	S24°57'42"W	15.42'
L44	N28°04'28"W	49.39'
L45	S65°09'16"E	20.26'
L46	S74°18'52"E	11.03'
L47	N62°11'00"E	101.49'
L48	N40°41'51"W	55.54'
L49	N88°31'21"W	14.16'
L50	N68°08'35"W	104.65'
L51	N79°19'56"E	8.14'
L52	S79°19'56"W	10.80'
L53	S27°18'49"E	143.26'
L54	N12°22'28"W	118.14'
L55	N62°05'43"W	9.10'
L56	N77°51'58"E	7.97'

REGISTERED PROFESSIONAL LAND SURVEYOR  
**DRAFT**  
OREGON  
JUNE 30, 1997  
GREG E. FLOWERS  
02820LS  
RENEWS 12/31/2023

I HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL PLAT.  
GREG FLOWERS, PLS OR 02820



**PBS Engineering and Environmental Inc.**  
5 N Colville St, Ste 200  
Walla Walla, WA 99362  
509.956.3026  
pbsusa.com

CLIENT: HERMISTON SCHOOL DISTRICT	PROJECT NO.: 67661.001	
SURVEYOR: GREG E. FLOWERS	DATE: 04/06/2023	
CALC BY: MFW	DRAWN BY: MFW	SCALE: 1" = 100'
SECTION: 10	TOWNSHIP: 4 NORTH	RANGE: 28 EAST
CITY: HERMISTON	COUNTY: UMATILLA	SHEET 1 OF 4

**SURVEYOR'S NARRATIVE**

THIS REPLAT WAS PERFORMED AT THE REQUEST OF WENAHA GROUP, SUBJECT PARCELS INCLUDE LOTS 4 THROUGH 8 OF BLOCK C, LOTS 1 AND 2 OF BLOCK D, AND LOTS 3 THROUGH 7 OF BLOCK E OF HARTLEY ADDITION, AND A PORTION OF THE TRACT OF LAND PER DEED ROLL 199, PAGE 186, IN RECORDS OF UMATILLA COUNTY, OREGON.

SUBJECT PARCELS WERE PREVIOUSLY SURVEYED IN 2020 TO SHOW THE BOUNDARIES OF ROCKY HEIGHTS ELEMENTARY SCHOOL PROPERTY AND THE ENCROACHMENTS UPON SAID BOUNDARY BY AND UPON ADJACENT PARCELS, IN ORDER TO ALLOW FOR FUTURE PROPERTY LINE ADJUSTMENTS WITH NEIGHBORING PARCEL OWNERS.

THE NORTH BOUNDARY OF THE SCHOOL PARCEL FOLLOWS THE CENTERLINE OF AN IRRIGATION DITCH WHICH HAS BEEN ABANDONED AND OF WHICH LITTLE VISIBLE PHYSICAL EVIDENCE REMAINS. THE DITCH CENTERLINE IS SHOWN ON THE PLAT OF HARTLEY ADDITION TO HERMISTON, HOWEVER SIGNIFICANT ERRORS EXIST WITHIN THE PLAT AND THE COURSES GIVEN FOR THE DITCH CANNOT BE MADE TO AGREE WITH THE ADJACENT LOT LINE DIMENSIONS WITHIN THE PLAT. A SURVEY WAS PERFORMED BY DENNIS EDWARDS IN 1987 TO RECALCULATE THE DITCH CENTERLINE USING THE ADJACENT LOT LINE DIMENSIONS AS WELL AS 1.5" IRON PIPES THAT EDWARDS FOUND. I HAVE FOLLOWED EDWARDS' SURVEY, AND USED THE COMPASS-RULE METHOD TO ADJUST HIS DIMENSIONS TO FIT THE VARIOUS SURVEY MONUMENTS FOUND IN THE FIELD. IT SHOULD BE NOTED THAT NO VACATION ORDER WAS FOUND FOR THE IRRIGATION DITCH RIGHT-OF-WAY IN AN EXAMINATION OF TITLE DOCUMENTS.

I HAVE HELD OTHER SURVEY RECORDS AND FOUND MONUMENTS AS SHOWN HEREIN TO ESTABLISH THE EAST BOUNDARY OF THE SCHOOL. THE SOUTH BOUNDARY IS THE RIGHT-OF-WAY OF WEST STANDARD AVENUE AS SHOWN ON THE PLAT OF ROCKWOOD ESTATES. THE WEST BOUNDARY IS THE RIGHT-OF-WAY OF NW 7TH STREET AS SHOWN ON COUNTY TAX MAP NO. 4N2810, HELD HEREIN AS A LINE PARALLEL WITH AND 60 FEET EAST OF THE NORTH-SOUTH CENTERLINE OF SECTION 10.

**SURVEYOR'S CERTIFICATE**

I, GREG E. FLOWERS, HEREBY CERTIFY THAT I HAVE SURVEYED AND MARKED WITH PROPER MONUMENTS THE LANDS REPRESENTED ON THE REPLAT OF "ROCKY HEIGHTS SUBDIVISION", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (CENTER 1/4 CORNER) OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, STATE OF OREGON AND RUNNING THENCE N00°30'03"W, ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION 10, A DISTANCE OF 619.78 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHWESTERLY PROLONGATION OF WEST STANDARD AVENUE; THENCE N89°21'24"W, ALONG SAID SOUTHWESTERLY PROLONGATION AND SAID CENTERLINE OF SAID WEST STANDARD AVENUE, A DISTANCE OF 60.00 FEET; THENCE N00°30'03"W, PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION, 10, A DISTANCE OF 30.00 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF SAID WEST STANDARD AVENUE WITH THE EASTERLY RIGHT-OF-WAY OF NORTHWEST SEVENTH STREET WHICH IS A 5/8" X 30" IRON REBAR MARKING THE INITIAL POINT OF "ROCKY HEIGHTS SUBDIVISION" AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION:

BEGINNING AT A SET 5/8" REBAR WITH A PLASTIC CAP SET AT THE SOUTHWEST CORNER; THENCE ALONG THE EASTERLY RIGHT OF WAY OF NORTHWEST 7TH STREET, BEING PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 10, N00°30'03"W A DISTANCE OF 1,083.18 FEET; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF THE ABANDONED IRRIGATION DITCH AS SHOWN ON THE PLAT OF HARTLEY ADDITION AS SHOWN ON THE OFFICIAL PLAT THEREOF RECORDED IN VOLUME 6, PAGE 14 OF TOWN PLATS IN RECORDS OF UMATILLA COUNTY, OREGON, 86°56'42"E A DISTANCE OF 19.37 FEET TO THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF LOT 5 OF SAID HARTLEY ADDITION; THENCE ALONG THE WESTERLY LINE OF SAID LOT 5, N11°01'34"W A DISTANCE OF 59.09 FEET TO THE NORTHWEST QUARTER OF LOT 5 OF BLOCK C OF SAID HARTLEY ADDITION; THENCE ALONG THE NORTH LINE OF BLOCK C THEREOF, N57°02'08"E A DISTANCE OF 208.32 FEET TO THE NORTHEAST CORNER OF LOT 4 OF SAID BLOCK C; THENCE ALONG THE EAST LINE OF SAID LOT 4, S32°39'44"E A DISTANCE OF 130.00 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE NORTH LINE OF LOTS 6, 7, AND 8 OF SAID BLOCK C, N57°02'08"E A DISTANCE OF 195.00 FEET TO THE NORTHEAST CORNER OF LOT 8; THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF WEST STOCKTON STREET, S32°39'44"E A DISTANCE OF 385.66 FEET TO THE SOUTHEAST CORNER OF LOT 2 OF BLOCK D OF SAID HARTLEY ADDITION; THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF WEST MARIA AVENUE, N57°36'15"E A DISTANCE OF 186.15 FEET TO THE NORTHEAST CORNER OF LOT 5 OF BLOCK E OF SAID HARTLEY ADDITION; THENCE ALONG THE EAST LINE OF SAID LOT 5, S28°04'28"E A DISTANCE OF 129.83 FEET TO THE NORTHWEST CORNER OF LOT 3 OF SAID BLOCK E; THENCE ALONG THE NORTH LINE OF SAID LOT 3, N57°26'33"E A DISTANCE OF 123.15 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF NORTHWEST THIRD STREET, S27°18'49"E A DISTANCE OF 226.53 FEET TO THE SOUTHERLY LINE OF LOT 4, BLOCK E OF SAID HARTLEY ADDITION; THENCE S79°19'56"W A DISTANCE OF 8.14 FEET; THENCE N68°08'35"W A DISTANCE OF 104.65 FEET; THENCE N88°31'21"W A DISTANCE OF 14.16 FEET; THENCE S07°16'22"E A DISTANCE OF 175.02 FEET; THENCE S62°05'43"E A DISTANCE OF 9.10 FEET; THENCE N77°51'58"E A DISTANCE OF 7.97 FEET; THENCE S07°27'00"E A DISTANCE OF 243.79 FEET TO THE NORTHWEST CORNER OF LOT 5 OF SENTINEL SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN VOL 15, PG. 37 OF TOWN PLATS IN RECORDS OF UMATILLA COUNTY, OREGON; THENCE ALONG THE WESTERLY LINE OF SAID SENTINEL ADDITION, S24°02'36"E A DISTANCE OF 233.54 FEET; THENCE S00°32'16"E A DISTANCE OF 172.07 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID SUBDIVISION; THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF WEST STANDARD AVENUE, S89°21'24"W A DISTANCE OF 1,088.43 FEET TO THE POINT OF BEGINNING;  
 HAVING AN AREA OF 1,091,210 SQUARE FEET, 25.05 ACRES, MORE OR LESS.

SAID SUBDIVISION IS LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, HERMISTON, UMATILLA COUNTY, OREGON. THE INITIAL POINT, BEING A SET 5/8" REBAR WITH A PLASTIC CAP SET AT THE SOUTHWEST CORNER, MARKS THE SOUTHWESTERLY CORNER OF SAID "ROCKY HEIGHTS SUBDIVISION".

GREG E. FLOWERS, P.L.S. 02820 OR.

**NOTE**

SHEET ONE: MAP, RECORD DOCUMENTS

SHEET THREE: ACKNOWLEDGEMENTS, NOTARIZED SIGNATURES

SHEET FOUR: NOTARIZED SIGNATURES

**CITY OF HERMISTON PLANNING COMMISSION AND CITY COUNCIL**

THIS IS TO CERTIFY THAT THIS REPLAT HAS BEEN APPROVED BY THIS PLANNING COMMISSION AND THIS CITY COUNCIL WHO HAVE REVIEWED IT THOROUGHLY AND ACKNOWLEDGE THAT IT MEETS ALL THE REQUIREMENTS OF THE SUBDIVISION ORDINANCES AS ESTABLISHED BY THE CITY OF HERMISTON, OREGON AND IS NOW READY FOR FILING IN THE RECORD OF TOWN PLATS OF THE COUNTY OF UMATILLA, STATE OF OREGON.

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
 \_\_\_\_\_  
 CHAIRMAN OF THE HERMISTON PLANNING COMMISSION

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
 \_\_\_\_\_  
 MAYOR OF THE CITY OF HERMISTON – CITY COUNCIL

**UMATILLA COUNTY SURVEYOR**

THIS IS TO CERTIFY THAT I HAVE REVIEWED THIS REPLAT OF "ROCKY HEIGHTS SUBDIVISION" AND I HEREBY ACKNOWLEDGE THAT IT COMPLIES WITH THE STANDARDS SET FORTH IN ORS CHAPTER 92 AND I THEREFORE APPROVE THIS PLAT TO BE ACCEPTABLE FOR FILING IN THE "RECORD OF TOWN PLATS" OF THE COUNTY OF UMATILLA, STATE OF OREGON.

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
 \_\_\_\_\_  
 UMATILLA COUNTY SURVEYOR

**UMATILLA COUNTY COMMISSIONERS**

THIS IS TO CERTIFY THAT WE HAVE REVIEWED THIS REPLAT OF "ROCKY HEIGHTS SUBDIVISION" AND IT IS HEREBY APPROVED FOR FILING IN THE "RECORD OF TOWN PLATS" OF THE COUNTY OF UMATILLA, STATE OF OREGON.

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

CHAIRMAN

COMMISSIONER

COMMISSIONER

**UMATILLA COUNTY ASSESSOR AND TAX COLLECTOR**

THIS IS TO CERTIFY THAT WE HAVE REVIEWED THIS REPLAT OF "ROCKY HEIGHTS SUBDIVISION" AND HAVE FOUND THAT ALL TAXES AND LIENS HAVE BEEN PAID ON THE LANDS PORTRAYED IN THIS PLAT AND WE HEREBY APPROVE THIS PLAT TO BE FILED IN THE OFFICE OF THE COUNTY RECORDS.

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

UMATILLA COUNTY ASSESSOR

UMATILLA COUNTY TAX COLLECTOR

**HERMISTON IRRIGATION DISTRICT**

THIS IS TO CERTIFY THAT WE HAVE REVIEWED THIS REPLAT OF "ROCKY HEIGHTS SUBDIVISION" AND HEREBY APPROVE THE SAME TO BE FILED IN THE OFFICE OF THE COUNTY RECORDS.

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

HERMISTON IRRIGATION DISTRICT

**ROCKY HEIGHTS SUBDIVISION**

N.E. 1/4 SECTION 10, T4N R28E, W.M. HERMISTON, OREGON

**OWNER/DEVELOPER**

WENAHA GROUP  
 125 SE COURT AVE, SUITE A  
 PENDLETON, OR 97801

ROBERT FIELDS  
 905 NW STOCKTON ST  
 HERMISTON, OR 97838

HERMISTON SCHOOL DISTRICT  
 305 SW 11TH ST  
 HERMISTON, OR 97838

CHRIS NORTON AND CYNTHIA MOORE  
 435 W MARIE AVE  
 HERMISTON, OR 97838

RANDALL AND CARMAN HOYT  
 645 W FULTON DR  
 HERMISTON, OR 97838

JOSE AND HILDA MUNIZ  
 425 W MARIE AVE  
 HERMISTON, OR 97838

JESSICA DE LA CRUZ  
 510 E SUNSET DR  
 HERMISTON, OR 97838

KAREN DICKMAN  
 415 W MARIE AVE  
 HERMISTON, OR 97838

RAMON ALVAREZ ESQUIVEL  
 2511 CURLEW ST  
 UMATILLA, OR 97882

USIEL PARDO ZAMORA  
 PO BOX 151  
 PATERSON, WA 99345

ALBERTO RENTERIA-MORENO AND  
 LUIS ALBERTO RENTERIA JR.  
 925 NW STOCKTON ST  
 HERMISTON, OR 97838

HAVIER AND JESSICA MACIEL  
 745 NW 3RD ST  
 HERMISTON, OR 97838

JOSE AND REBECA GARCIA  
 608 W HERMISTON AVE  
 HERMISTON, OR 97838

DOUGLAS MCCAULEY  
 735 NW 3RD ST  
 HERMISTON, OR 97838

**MONUMENT TABLE**

- 800: FOUND #5 REBAR AT N.W. CORNER BLK. 2 LOT 8, ROCKWOOD ESTATES. HELD FOR S. R/W LINE OF STANDARD AVE. POINT FALLS 45.15' E. OF MONUMENTED N-S SECTION CENTERLINE.
- 801: FOUND #4 REBAR FLUSH WITH SURFACE. ORIGIN UNKNOWN; HELD FOR CENTER 1/4 CORNER SECTION 10.
- 802: FOUND #4 REBAR PER R7; HELD FOR NORTH R/W LINE OF DITCH.
- 803: FOUND #4 REBAR PER R7; HELD FOR DITCH CENTERLINE.
- 804: FOUND #4 REBAR PER R7; HELD FOR DITCH CENTERLINE.
- 805: FOUND #4 REBAR WITH EDWARDS CAP PER R10; HELD FOR DITCH CENTERLINE.
- 806: FOUND 1.5" IRON PIPE ON NORTH R/W LINE OF DITCH PER R10 & R12.
- 807: FOUND 1.5" IRON PIPE ON NORTH R/W LINE OF DITCH PER R12.
- 808: FOUND #4 REBAR WITH MCKINNIS CAP AT N.W. CORNER LOT 3 BLK. "E" HARTLEY ADD'N. PER R12.
- 809: FOUND #4 REBAR PER R6; HELD FOR EAST LINE SCHOOL LANDS.
- 810: FOUND #4 REBAR AT N.W. CORNER LOT 5 SENTINEL SUBDIVISION PER R11.
- 811: FOUND #5 REBAR AT N.W. CORNER LOT 4 SENTINEL SUBDIVISION WITH F.S. & E. CAP PER R11.
- 812: FOUND #4 REBAR AT N.W. CORNER LOT 3 SENTINEL SUBDIVISION AT POSITION CALLED AS #5 REBAR PER R11. FALLS IN CONCRETE DUMPSTER PAD.
- 813: FOUND #5 REBAR AT ANGLE POINT LOT 3 SENTINEL SUBDIVISION WITH F.S. & E. CAP PER R11.
- 814: FOUND #5 REBAR WITH F.S. & E. CAP AT N.W. CORNER LOT 2 SENTINEL SUBDIVISION PER R11. REBAR HAS BEEN ENCASED IN A CONCRETE-FILLED 4" PVC PIPE.
- 815: FOUND #5 REBAR AT N.W. CORNER LOT 1 SENTINEL SUBDIVISION PER R11.
- 816: FOUND #5 REBAR 12" DEEP AT S.W. CORNER LOT 1 SENTINEL SUBDIVISION PER R11.
- 817: FOUND #4 REBAR PER R7. HELD FOR SOUTH R/W LINE FULTON AVE.
- 818: FOUND #4 REBAR AT N.E. CORNER LOT 5, BLK. "C" HARTLEY ADD'N.; ORIGIN UNKNOWN. HELD FOR SOUTH R/W LINE FULTON AVE.
- 819: FOUND #5 REBAR WITH CAP (ILLEGIBLE) AT N.W. CORNER LOT 23, BLK. "A" HARTLEY ADD'N.; ORIGIN UNKNOWN. FALLS ON N.E. R/W LINE OF STOCKTON STREET.
- 820: FOUND #4 REBAR WITH EDWARDS CAP AT N.W. CORNER LOT 5 BLK. "E" HARTLEY ADD'N. PER R10; HELD FOR SOUTH R/W LINE MARIE AVENUE.
- 821: FOUND #4 REBAR WITH EDWARDS CAP AT N.E. CORNER LOT 5 BLK. "E" HARTLEY ADD'N. PER R10; HELD FOR SOUTH R/W LINE MARIE AVENUE.
- 822: FOUND #5 REBAR WITH MCKINNIS CAP 0.3' N.E. OF R/W LINE; HELD FOR LINE BETWEEN LOTS 2 & 3, BLK. 5 HARTLEY ADD'N.
- 823: FOUND #5 REBAR WITH MCKINNIS CAP AT CORNER OF LOTS 3 & 4 ON R/W LINE.
- 824: FOUND 1/2" REBAR PER R9 ON DITCH CENTERLINE, N8248'13"E 10.66' FROM DITCH ANGLE POINT (N82'16'30"E 10.65' R9); HELD FOR PROJECTION OF ROAD R/W TO THE SOUTH.
- 825: FOUND #4 REBAR WITH STAEBLER CAP PER R8; POINT FALLS 0.2' W. OF CALCULATED R/W AND 0.12' N. OF PROPERTY CORNER.
- 826: FOUND 2.5" BRASS CAP IN CASE AT P.I. HIGHLAND & S.W. 7TH, SOUTH 1/4 CORNER SECTION 10.
- 827: FOUND #5 REBAR AT N.E. CORNER BLK. 1 LOT 4, ROCKWOOD ESTATES. HELD FOR S. R/W LINE OF STANDARD AVE.
- 828: FOUND #5 REBAR AT N.E. CORNER BLK. 2 LOT 1, ROCKWOOD ESTATES. HELD FOR W. R/W LINE OF N.W. 6TH ST.

I HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL PLAT.

GREG FLOWERS, PLS OR 02820

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

**DRAFT**

OREGON  
 JUNE 30, 1997  
 GREG E. FLOWERS  
 02820LS

RENEWS 12/31/2023

	<b>PBS Engineering and Environmental Inc.</b> 5 N Colville St, Ste 200 Walla Walla, WA 99362 509.956.3026  pbsusa.com		CLIENT: HERMISTON SCHOOL DISTRICT PROJECT NO.: 67661.001
	SURVEYOR: GREG E. FLOWERS		DATE: 04/06/2023
	CALC BY: MFW	DRAWN BY: MFW	SCALE: 1" = 100'
	SECTION: 10	TOWNSHIP: 4 NORTH	RANGE: 28 EAST
CITY: HERMISTON	COUNTY: UMATILLA	SHEET <u>  2  </u> OF <u>  4  </u>	

OWNER'S DECLARATION

KNOW ALL MEN BY THESE PRESENT THAT WE, OWNERS OF THE LANDS SHOWN HEREIN, HAVE WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES CAUSED THE SAID TO BE SURVEYED AND PLATTED AS SHOWN HEREON. THIS SUBDIVISION SHALL HEREAFTER BE KNOWN AND DESIGNATED BY THE NAME "ROCKY HEIGHTS SUBDIVISION". THE LEGAL DESCRIPTION FOR THIS LAND IS AS STATED IN THE SURVEYOR'S CERTIFICATE ON SHEET TWO OF FOUR HEREOF:

REPRESENTATIVE FOR HERMISTON SCHOOL DISTRICT DATE

PRINT NAME

RANDALL HOYT DATE

PRINT NAME

CARMAIN HOYT DATE

PRINT NAME

JESSICA DE LA CRUZ DATE

PRINT NAME

RAMON ALVAREZ ESQUIVEL DATE

PRINT NAME

ALBERTO RENTERIA-MORENO DATE

PRINT NAME

LUIS ALBERTO RENTERIA JR. DATE

PRINT NAME

JOSE GARCIA DATE

PRINT NAME

REBECA GARCIA DATE

PRINT NAME

ROBERT FIELDS DATE

PRINT NAME

CHRIS NORTON DATE

PRINT NAME

CYNTHIA MOORE DATE

PRINT NAME

JOSE MUNIZ DATE

PRINT NAME

HILDA MUNIZ DATE

PRINT NAME

KAREN DICKMAN DATE

PRINT NAME

USIEL PARDO ZAMORA DATE

PRINT NAME

HAVIER MACIEL DATE

PRINT NAME

JESSICA MACIEL DATE

PRINT NAME

DOUGLAS MCCAULEY DATE

PRINT NAME

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ HAS SIGNED THIS PLAT ON BEHALF OF HERMISTON SCHOOL DISTRICT, ON OATH STATED THAT THEY ARE AUTHORIZED TO EXECUTE THIS PLAT AND ACKNOWLEDGED IT AS THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED ON THIS PLAT.

NOTARY PUBLIC DATE

MY APPOINTMENT EXPIRES \_\_\_\_\_

COMMISSION NO. \_\_\_\_\_

I HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL PLAT.

GREG FLOWERS, PLS OR 02820

REGISTERED PROFESSIONAL LAND SURVEYOR DRAFT OREGON JUNE 30, 1997 GREG E. FLOWERS 02820LS RENEWS 12/31/2023

ROCKY HEIGHTS SUBDIVISION N.E. 1/4 SECTION 10, T4N R28E, W.M. HERMISTON, OREGON

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, APPEARED RANDALL HOYT, TO ME PERSONALLY KNOWN, WHO ACKNOWLEDGED THE FORGOING REPLAT TO BE A FREE AND VOLUNTARY ACT AND DEED.

NOTARY PUBLIC DATE

MY APPOINTMENT EXPIRES \_\_\_\_\_

COMMISSION NO. \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, APPEARED CARMAIN HOYT, TO ME PERSONALLY KNOWN, WHO ACKNOWLEDGED THE FORGOING REPLAT TO BE A FREE AND VOLUNTARY ACT AND DEED.

NOTARY PUBLIC DATE

MY APPOINTMENT EXPIRES \_\_\_\_\_

COMMISSION NO. \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, APPEARED JESSICA DE LA CRUZ, TO ME PERSONALLY KNOWN, WHO ACKNOWLEDGED THE FORGOING REPLAT TO BE A FREE AND VOLUNTARY ACT AND DEED.

NOTARY PUBLIC DATE

MY APPOINTMENT EXPIRES \_\_\_\_\_

COMMISSION NO. \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, APPEARED RAMON ALVAREZ ESQUIVEL, TO ME PERSONALLY KNOWN, WHO ACKNOWLEDGED THE FORGOING REPLAT TO BE A FREE AND VOLUNTARY ACT AND DEED.

NOTARY PUBLIC DATE

MY APPOINTMENT EXPIRES \_\_\_\_\_

COMMISSION NO. \_\_\_\_\_

NOTE

SHEET ONE: MAP, RECORD DOCUMENTS

SHEET TWO: MONUMENT TABLE, APPROVALS, AND SURVEYOR'S CERTIFICATE

SHEET FOUR: NOTARIZED SIGNATURES

PBS Engineering and Environmental Inc. 5 N Colville St, Ste 200 Walla Walla, WA 99362 509.956.3026 pbsusa.com CLIENT: HERMISTON SCHOOL DISTRICT PROJECT NO.: 67661.001 SURVEYOR: GREG E. FLOWERS DATE: 04/06/2023 CALC BY: MFW DRAWN BY: MFW SCALE: 1" = 100' SECTION: 10 TOWNSHIP: 4 NORTH RANGE: 28 EAST CITY: HERMISTON COUNTY: UMATILLA SHEET 3 OF 4

ROCKY HEIGHTS SUBDIVISION  
N.E. 1/4 SECTION 10, T4N R28E, W.M. HERMISTON, OREGON

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, APPEARED ALBERTO RENTERIA-MORENO, TO ME PERSONALLY KNOWN, WHO ACKNOWLEDGED THE FORGOING REPLAT TO BE A FREE AND VOLUNTARY ACT AND DEED.

NOTARY PUBLIC \_\_\_\_\_ DATE \_\_\_\_\_

MY APPOINTMENT EXPIRES \_\_\_\_\_

COMMISSION NO. \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, APPEARED LUIS ALBERTO RENTERIA JR., TO ME PERSONALLY KNOWN, WHO ACKNOWLEDGED THE FORGOING REPLAT TO BE A FREE AND VOLUNTARY ACT AND DEED.

NOTARY PUBLIC \_\_\_\_\_ DATE \_\_\_\_\_

MY APPOINTMENT EXPIRES \_\_\_\_\_

COMMISSION NO. \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, APPEARED JOSE GARCIA, TO ME PERSONALLY KNOWN, WHO ACKNOWLEDGED THE FORGOING REPLAT TO BE A FREE AND VOLUNTARY ACT AND DEED.

NOTARY PUBLIC \_\_\_\_\_ DATE \_\_\_\_\_

MY APPOINTMENT EXPIRES \_\_\_\_\_

COMMISSION NO. \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, APPEARED REBECA GARCIA, TO ME PERSONALLY KNOWN, WHO ACKNOWLEDGED THE FORGOING REPLAT TO BE A FREE AND VOLUNTARY ACT AND DEED.

NOTARY PUBLIC \_\_\_\_\_ DATE \_\_\_\_\_

MY APPOINTMENT EXPIRES \_\_\_\_\_

COMMISSION NO. \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, APPEARED ROBERT FIELDS, TO ME PERSONALLY KNOWN, WHO ACKNOWLEDGED THE FORGOING REPLAT TO BE A FREE AND VOLUNTARY ACT AND DEED.

NOTARY PUBLIC \_\_\_\_\_ DATE \_\_\_\_\_

MY APPOINTMENT EXPIRES \_\_\_\_\_

COMMISSION NO. \_\_\_\_\_

NOTE

SHEET ONE: MAP, RECORD DOCUMENTS  
SHEET TWO: MONUMENT TABLE, APPROVALS,  
AND SURVEYOR'S CERTIFICATE  
SHEET THREE: ACKNOWLEDGMENTS,  
NOTARIZED SIGNATURES

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, APPEARED CHRIS NORTON, TO ME PERSONALLY KNOWN, WHO ACKNOWLEDGED THE FORGOING REPLAT TO BE A FREE AND VOLUNTARY ACT AND DEED.

NOTARY PUBLIC \_\_\_\_\_ DATE \_\_\_\_\_

MY APPOINTMENT EXPIRES \_\_\_\_\_

COMMISSION NO. \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, APPEARED CYNTHIA MOORE, TO ME PERSONALLY KNOWN, WHO ACKNOWLEDGED THE FORGOING REPLAT TO BE A FREE AND VOLUNTARY ACT AND DEED.

NOTARY PUBLIC \_\_\_\_\_ DATE \_\_\_\_\_

MY APPOINTMENT EXPIRES \_\_\_\_\_

COMMISSION NO. \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, APPEARED JOSE MUNIZ, TO ME PERSONALLY KNOWN, WHO ACKNOWLEDGED THE FORGOING REPLAT TO BE A FREE AND VOLUNTARY ACT AND DEED.

NOTARY PUBLIC \_\_\_\_\_ DATE \_\_\_\_\_

MY APPOINTMENT EXPIRES \_\_\_\_\_

COMMISSION NO. \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, APPEARED HILDA MUNIZ, TO ME PERSONALLY KNOWN, WHO ACKNOWLEDGED THE FORGOING REPLAT TO BE A FREE AND VOLUNTARY ACT AND DEED.

NOTARY PUBLIC \_\_\_\_\_ DATE \_\_\_\_\_

MY APPOINTMENT EXPIRES \_\_\_\_\_

COMMISSION NO. \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, APPEARED KAREN DICKMAN, TO ME PERSONALLY KNOWN, WHO ACKNOWLEDGED THE FORGOING REPLAT TO BE A FREE AND VOLUNTARY ACT AND DEED.

NOTARY PUBLIC \_\_\_\_\_ DATE \_\_\_\_\_

MY APPOINTMENT EXPIRES \_\_\_\_\_

COMMISSION NO. \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, APPEARED USIEL PARDO ZAMORA, TO ME PERSONALLY KNOWN, WHO ACKNOWLEDGED THE FORGOING REPLAT TO BE A FREE AND VOLUNTARY ACT AND DEED.

NOTARY PUBLIC \_\_\_\_\_ DATE \_\_\_\_\_

MY APPOINTMENT EXPIRES \_\_\_\_\_

COMMISSION NO. \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, APPEARED HAVIER MACIEL, TO ME PERSONALLY KNOWN, WHO ACKNOWLEDGED THE FORGOING REPLAT TO BE A FREE AND VOLUNTARY ACT AND DEED.

NOTARY PUBLIC \_\_\_\_\_ DATE \_\_\_\_\_

MY APPOINTMENT EXPIRES \_\_\_\_\_

COMMISSION NO. \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, APPEARED JESSICA MACIEL, TO ME PERSONALLY KNOWN, WHO ACKNOWLEDGED THE FORGOING REPLAT TO BE A FREE AND VOLUNTARY ACT AND DEED.

NOTARY PUBLIC \_\_\_\_\_ DATE \_\_\_\_\_

MY APPOINTMENT EXPIRES \_\_\_\_\_

COMMISSION NO. \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, APPEARED DOUGLAS MCCAULEY, TO ME PERSONALLY KNOWN, WHO ACKNOWLEDGED THE FORGOING REPLAT TO BE A FREE AND VOLUNTARY ACT AND DEED.

NOTARY PUBLIC \_\_\_\_\_ DATE \_\_\_\_\_

MY APPOINTMENT EXPIRES \_\_\_\_\_


COMMISSION NO. \_\_\_\_\_

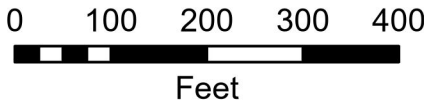
REGISTERED PROFESSIONAL LAND SURVEYOR  
**DRAFT**  
OREGON  
JUNE 30, 1997  
GREG E. FLOWERS  
02820LS

I HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL PLAT.

GREG FLOWERS, PLS OR 02820

RENEWS 12/31/2023

 <b>PBS Engineering and Environmental Inc.</b> 5 N Colville St, Ste 200 Walla Walla, WA 99362 509.956.3026 pbsusa.com	CLIENT: HERMISTON SCHOOL DISTRICT	PROJECT NO.: 67661.001	
	SURVEYOR: GREG E. FLOWERS	DATE: 04/06/2023	
	CALC BY: MFW	DRAWN BY: MFW	SCALE: 1" = 100'
	SECTION: 10	TOWNSHIP: 4 NORTH	RANGE: 28 EAST
CITY: HERMISTON		COUNTY: UMATILLA	
		SHEET 4 OF 4	



Legend

- Property Line
- City Limits
- Urban Growth Boundary
- Area of Proposed Replat

Oregon Statewide Imagery Program (OSIP) - Oregon Imagery Framework Implementation Team



# CITY COUNCIL

## Regular Meeting Minutes May 8, 2023

Mayor Drotzmann called the regular meeting to order at 7:00pm. Present were Councilors Hardin, Peterson, Primmer, Barron, Duron, Linton, Myers, and McCarthy. City staff in attendance included: City Manager Byron Smith, Assistant City Manager Mark Morgan, City Attorney Rich Tovey, Chief Edmiston, Parks and Recreation Director Brandon Artz, HES General Manager Nate Rivera, Assistant City Recorder Heather La Beau, and City Recorder Lilly Alarcon-Strong. Student Advisor Stormie Richmond was also in attendance. The pledge of allegiance was given.

### **Presentation- Hermiston School District Updates**

Assistant Superintendent Jake Bacon gave information to include: enrollment numbers, 2023-24 district calendar, kindergarten registration, construction updates, new math curriculum, last day of school, resource fair, and more.

### **Proclamation- National Police Week**

Mayor Drotzmann read aloud the Nation Day of Prayer Proclamation and stated it is an honor and privilege to recognize law enforcement individuals for what they do keeping the community safe.

### **Proclamation- Altrusa Day**

Mayor Drotzmann read aloud the Altrusa Day Proclamation and thanked all those who help provide the community with service and volunteerism making Hermiston a better place to live.

### **Citizen Input on Non-Agenda Items**

Chaplain Terry Cummings thanked the Council for supporting the Police Department and gave magnets and ribbons to each Council member to show support for law enforcement.

### **Consent Agenda Items**

Councilor Primmer moved and Councilor McCarthy seconded to approve Consent Agenda items A-B, to include:

- A. Committee Vacancy Announcements
- B. Minutes of the April 24<sup>th</sup> regular City Council and HURA Meeting

Motion carried unanimously.

**Resolution No. 2270- Declaring a public necessity to acquire real property for the Gettman Road Extension Project-** Assistant City Manager Morgan presented a PowerPoint Presentation (attached) regarding the need to acquire property to continue and complete this project.

### **Public Comment**

Joshua Roberts, Hermiston- asked the Council to remember that landowner rights are important and should be taken very seriously, take into consideration the public safety aspect of this new project and potential issues it could create, as well as asking them to consider input from the County. Mr. Roberts stated he is in favor of the project but has concerns about using eminent domain and also wants the City to be fiscally responsible as there is a budget meeting scheduled later this week.





# CITY COUNCIL

## Regular Meeting Minutes May 8, 2023

After much discussion, Councilor McCarthy moved and Councilor Myers seconded to adopt Resolution No. 2270 and lay upon the record. Councilors Hardin, Barron, Duron, Myers, and McCarthy voted in favor; Councilors Peterson, Primmer, and Linton voted against. Motion passed 5-3.

**Resolution No. 2271- Parks & Recreation Committee Recommendations to name the New Park in the Legacy Development, Horizon Park.** – Parks and Recreation Director Brandon Artz asked the Council to consider approval of the name adoption of Horizon Park, stating that the community as a whole participated in naming ideas and received hundreds of submissions.

After some discussion, Councilor Duron moved and Councilor Linton seconded to adopt Resolution No. 2271 and lay upon the record. Motion carried unanimously.

**Authorize a Lease Agreement with Life Flight Networks to Occupy the Building Known as the “Caretaker’s Residence” at the Airport for use as Temporary Crew Quarters-** Assistant City Manager Morgan gave information and presented a redline lease and PowerPoint Presentation (attached) regarding the Council allowing Life Flight to occupying the Caretaker’s Residence at the Airport, stating the residence has been vacant since the former airport managers retired in 2018. Allowing Life Flight to rent the residence will allow the City to generate revenue that it is currently not receiving with the vacant rental and added fuel that they would purchase, as well as having Life Flight pilots and crews in Hermiston allowing them to respond to healthcare emergencies immediately instead of flying in from other cities.

### Public Comment

Airport Manager Rolf Anderson Leirvik addressed questions from the Council to include the Federal Aviation Administration only allows specific persons to live at an airspace. The list of approved people is very small and limiting as they must be people who have direct ties to current aviation operations and duties.

After some discussion, Councilor Primmer moved and Councilor Duron seconded to authorize the lease with Life Flight Networks. Motion carried unanimously.

### Committee Reports

**Public Safety Committee-** Councilor Primmer gave information regarding Police Department recognitions, crime statistics, and Tip411. The Council will receive an informational update after Tip411 has been implemented.

**EOTEC Advisory Committee-** Councilor Primmer stated the Committee heard reports about HEROS, Barn Updates and more.

**Citizen Accountability Board (CAB)-** Councilor Linton stated the Board met. She is unable to give other details of the meeting due to confidentiality issues.

### Mayor’s Report

Mayor Drotzmann spoke regarding:

- Thanked Council President Primmer for presiding over the last meeting in his absence and he was at an LOC Conference



# CITY COUNCIL

## Regular Meeting Minutes May 8, 2023

- Governor Tina Kotek community meeting in Hermiston and surrounding areas

### **Council Reports**

Councilor Linton directed City Manager Smith to invite the Library Director, Fire Chief at Umatilla County Fire District #1, and the Director at Community Counseling Services to present information at upcoming City Council meetings to address questions and concerns; give emissions report on levels before and after Amazon came into the community; give a presentation on the Council Rules for possible updates; and defibrillator updates.

Mayor Drotzmann stated the Council, individually, is not able to direct staff. The Council meets with Department Heads during the Annual Goal Setting and together make decisions on what staff should work on for that year. Council members are able, with a consensus from the majority of the Council, direct City Manager Smith to work on specific items, but only with a majority vote. Council is able to ask City Manager Smith to look into specific items that we have questions about, but not mandate that people or organizations present at City Council meetings, etc.

Councilor Barron stated he, Councilor Duron, members of Hispanic Advisory Committee, and others met with Governor Kotek last week to discuss needs in the community, such as: mental health, housing, and more; and thanked Councilor Duron for representing the City so well. Stated he will be unable to attend the Budget Committee meeting in person but will try to attend through Zoom as he will be Cincinnati receiving an award for Prestigious Alumni from Xavier University.

Mayor Drotzmann congratulated Councilor Barron on such a distinguished recognition.

Councilor Peterson discussed members of the Oregon Disability Commission and encouraged people in the area to apply for other open seats on similar committees.

Councilor McCarthy stated The Art Fest is scheduled for June 3<sup>rd</sup> in the downtown area, other events are scheduled for Festival Street to include Melon Fest, Cork and Barrel, and more.

Councilor Duron stated it was an honor to speak with Governor Kotek about community issues; thanked Councilor Peterson for representing the area at the state level; great Cinco de Mayo events held both indoors at EOTEC and outdoors on Festival Street; her service on CAB; and thanked all educators during this National Teacher Appreciation Week.

Councilor Primmer stated this week is also National Corrections Officer Week and thanked all those who work in this field as it is a tough job.

Councilor Hardin stated he also attended the LOC Conference and the presenters and information given were excellent.



# CITY COUNCIL

## Regular Meeting Minutes May 8, 2023

### Youth Advisory Report

Youth Advisor Stormie Richmond stated this will be her last meeting as she will be graduating and thanked the City for allowing her this opportunity. Youth Advisor Richmond also spoke regarding Prom, AP exams, forecasting, transitioning into new school years for incoming freshman and seniors, Teacher Appreciation Week, and thanked the Police Department for all they do to keep students safe.

Mayor Drotzmann thanked Youth Advisor Richmond for being involved and encouraged her to stay engaged in public service and engagement opportunities.

### City Manager's Report

City Manager Smith reminded the Council that the Budget Committee will meet this Thursday, May 11<sup>th</sup> at 5:30pm at EOTEC, with dinner available at 5:00pm.

### Recess for Executive Session

At 9:10pm Mayor Drotzmann recessed the regular City Council meeting and stated the City Council of the City of Hermiston will now meet in Executive Session in the Executive Session Room for the purpose of discussing matters pertaining to negotiating real property transactions and to consider records that are exempt by law from public inspection.

The Executive Session is held pursuant to ORS 192.660 (2) (e) which allows the Council to meet in Executive Session to conduct deliberations with persons designated by the Council to negotiate real property transactions and ORS 192.660 (2) (f) to consider records that are exempt by law from public inspection.

Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are excluded. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced. No final decision may be made in executive session. At the end of the executive session, the council will return to open session which the audience may attend. The executive session will last approximately 20 mins.

### Reconvene and Adjournment

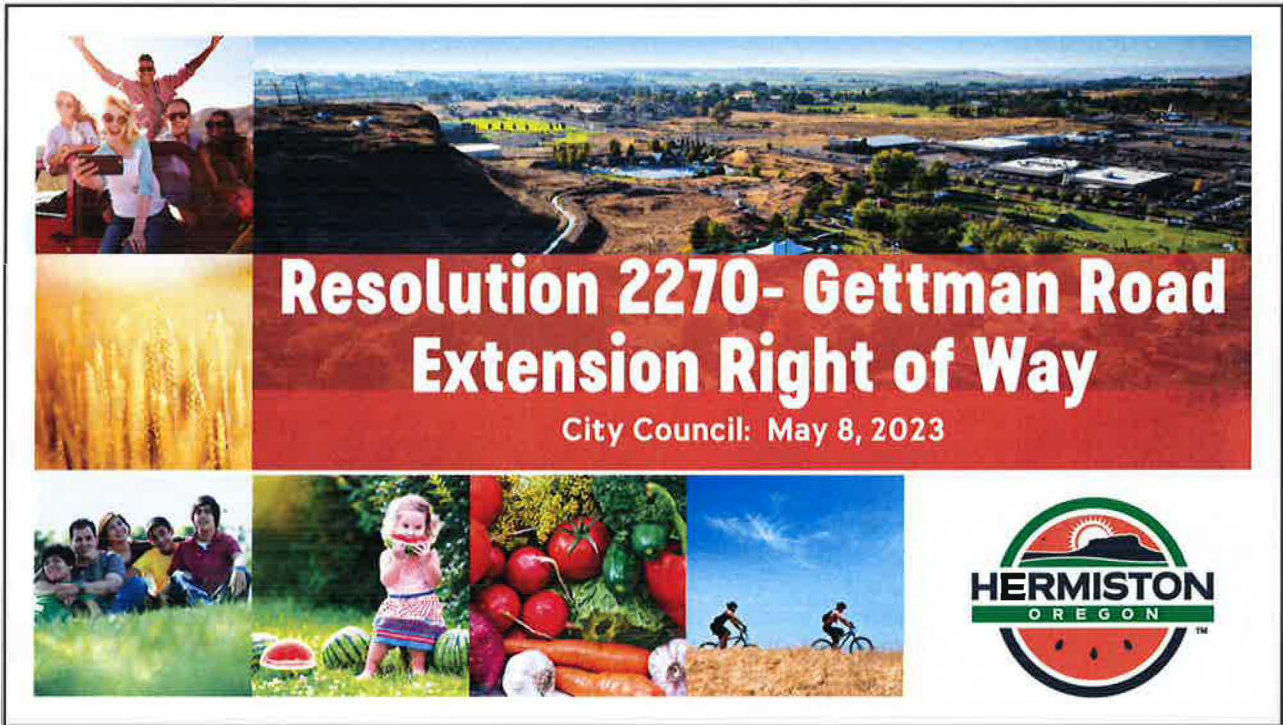
Mayor Drotzmann reconvened and adjourned the City Council meeting at 10:01pm as there was no other City business.

SIGNED:

\_\_\_\_\_  
Dr. David Drotzmann, Mayor



ATTEST:

\_\_\_\_\_  
Lilly Alarcon-Strong, CMC, City Recorder




# Resolution 2270- Gettman Road Extension Right of Way

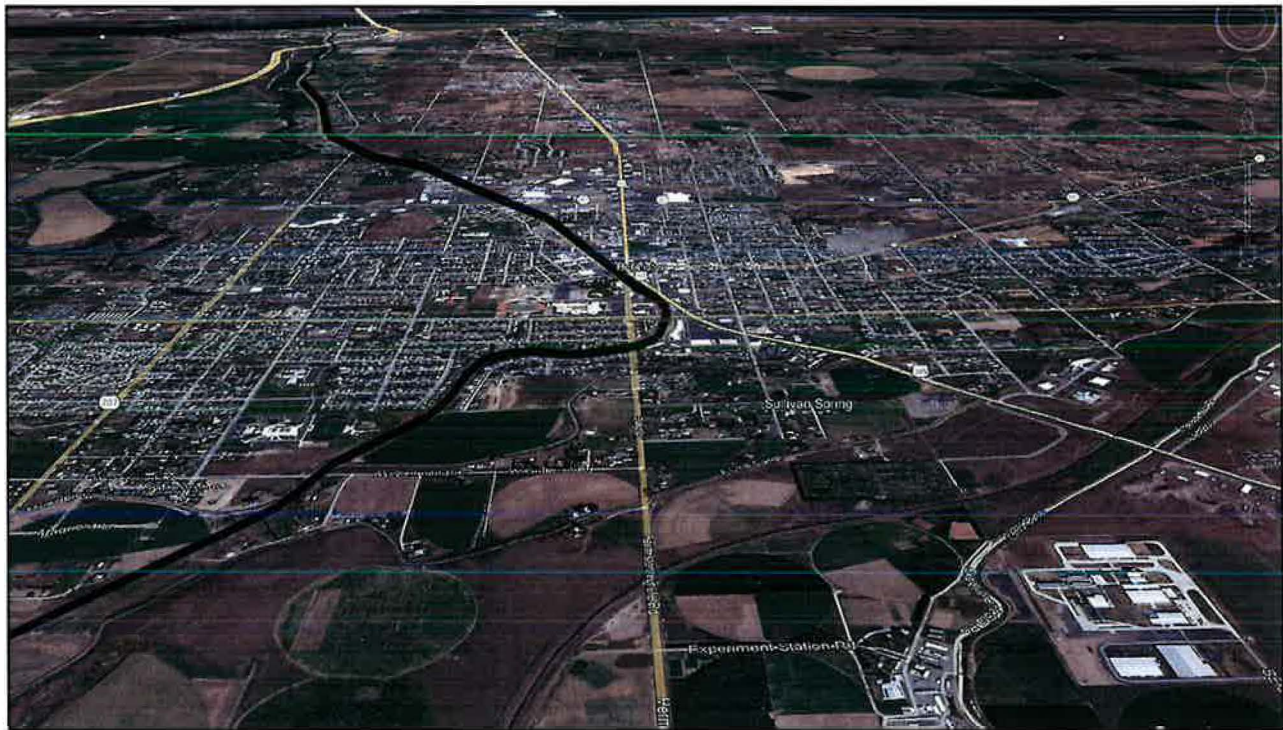
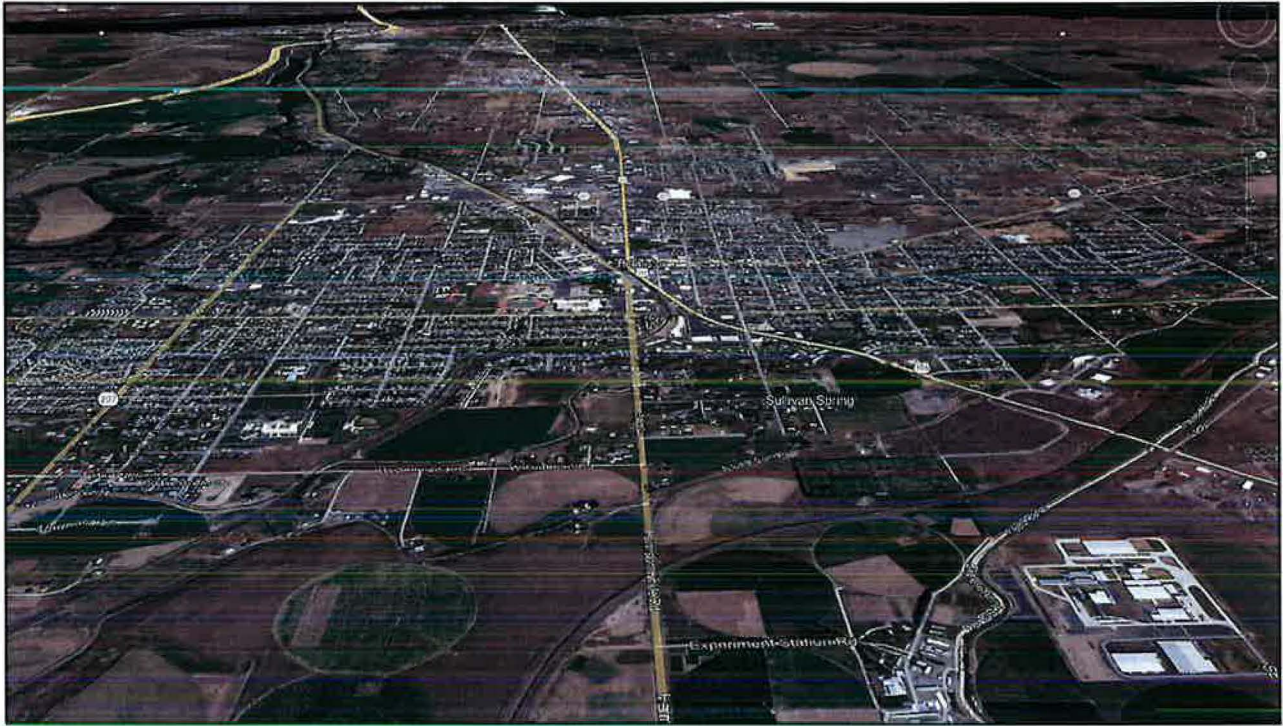
City Council: May 8, 2023

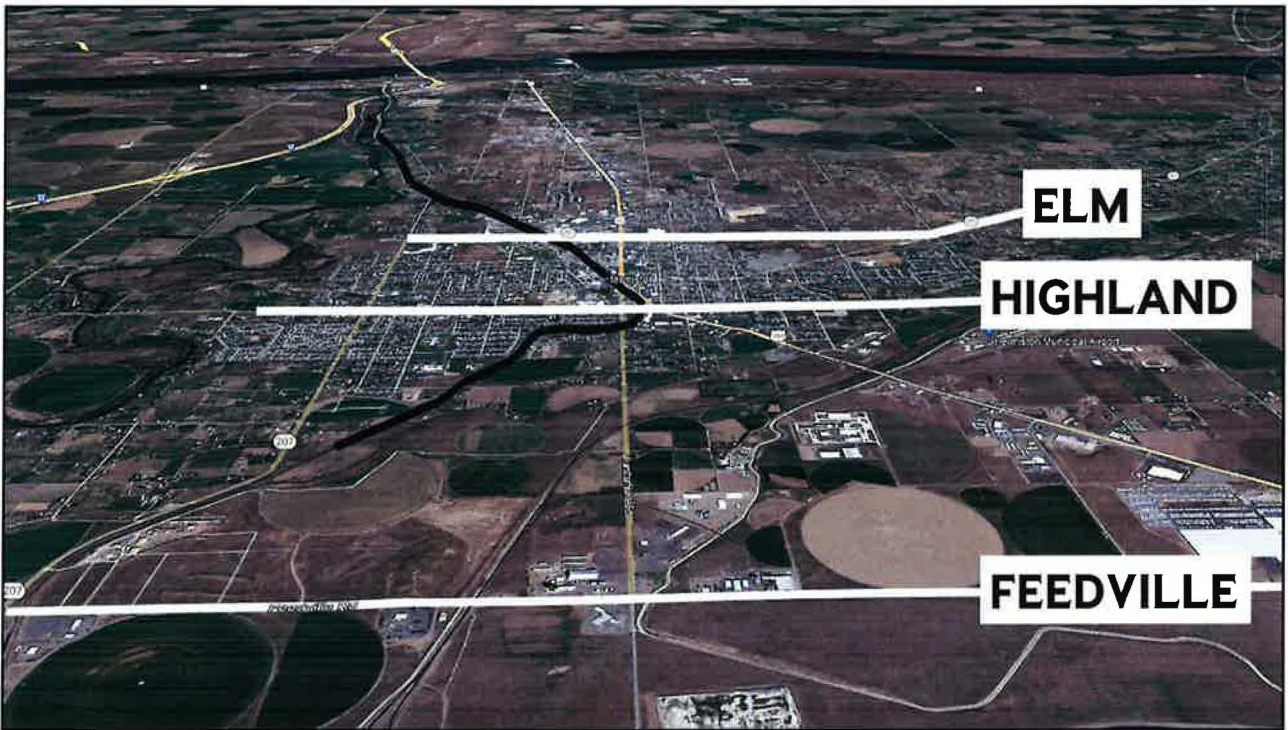


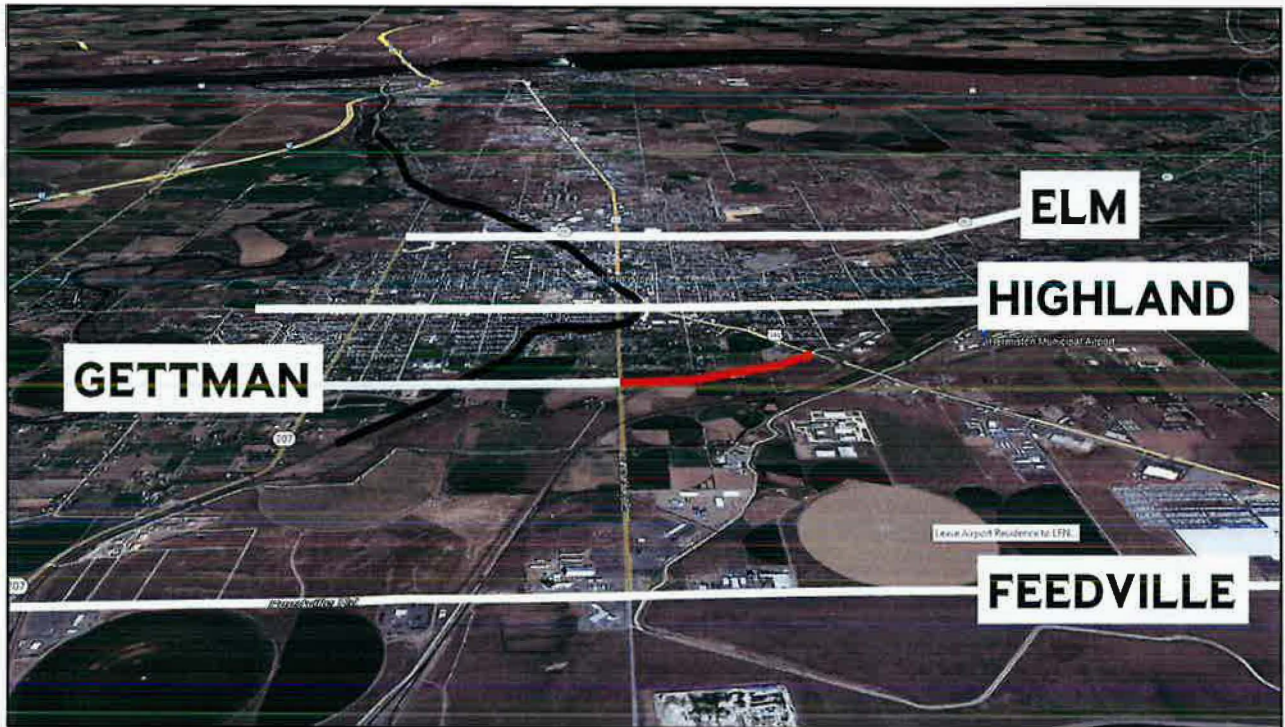
# Resolution 2270

- New public road extending Gettman to 395
- Declares it necessary for economic well-being, public health, safety and welfare





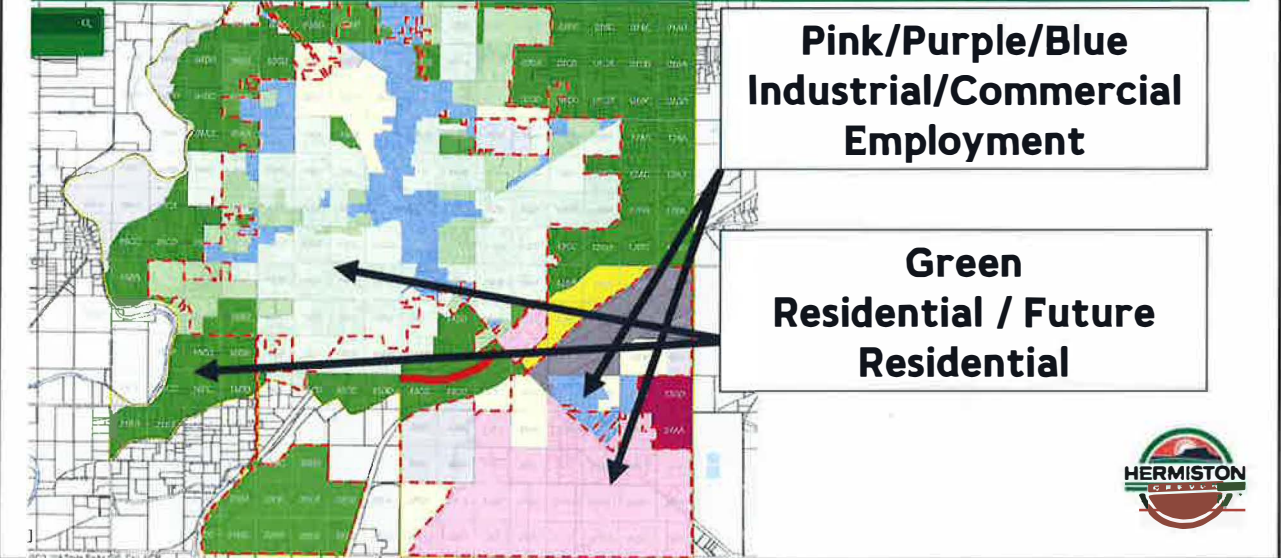




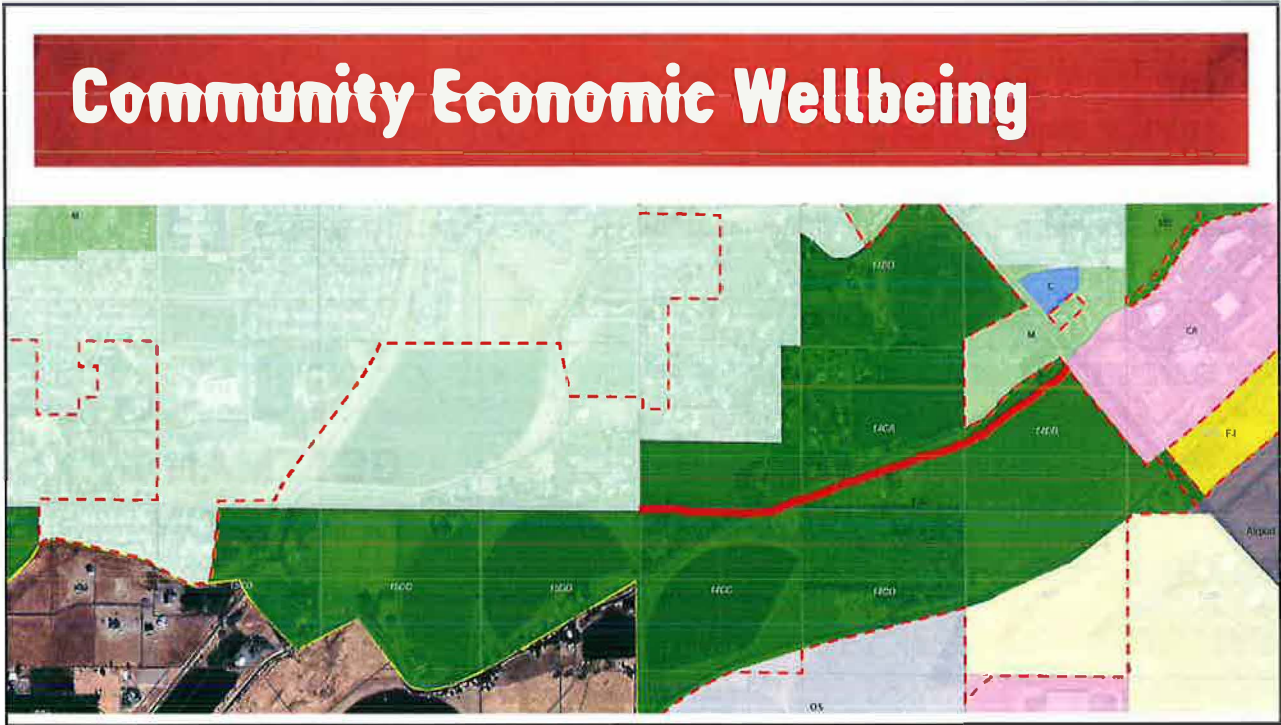
# Adopted Transportation Plan

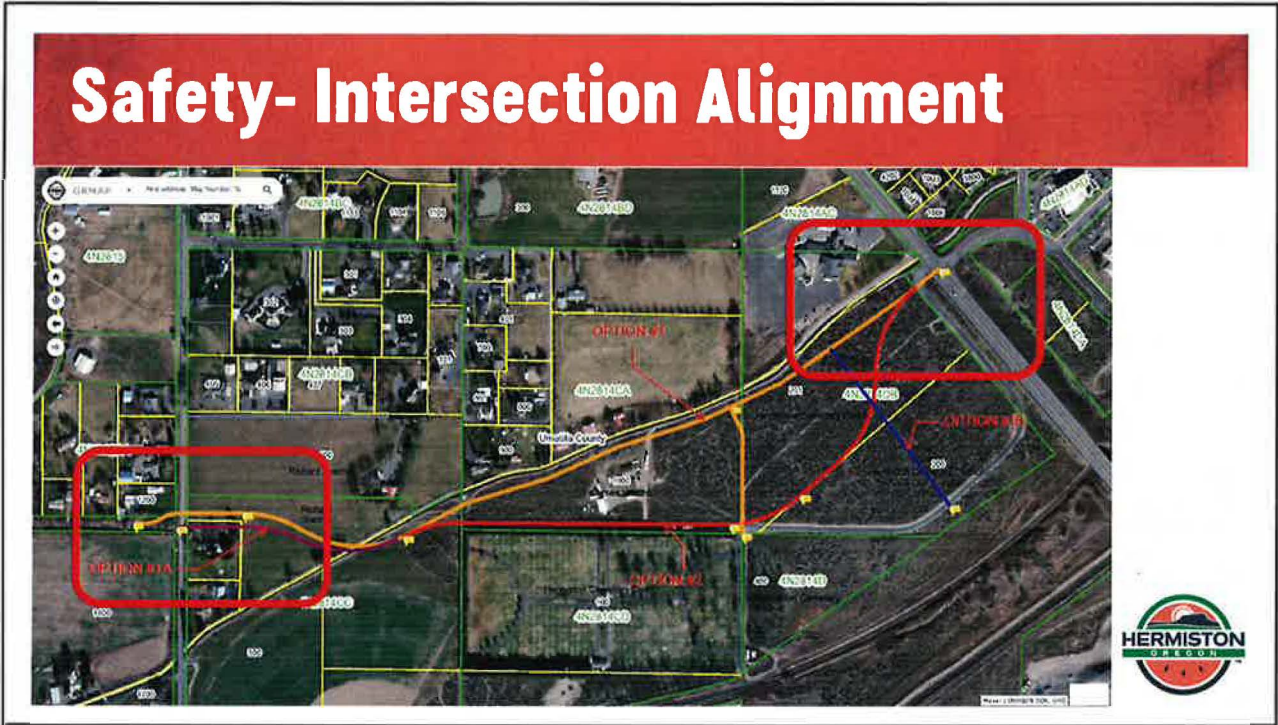


# Community Economic Wellbeing

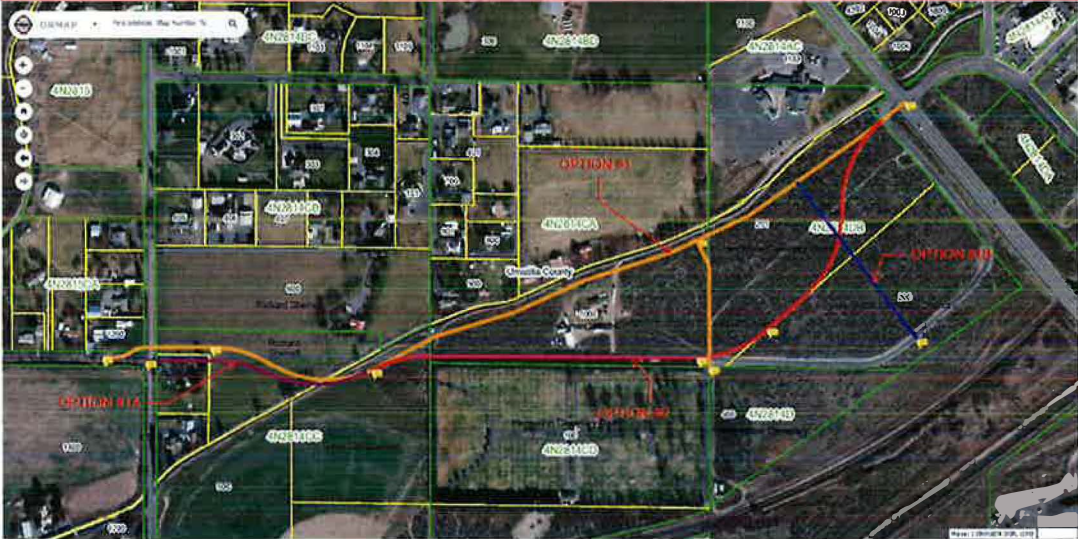








# Cost: Given Safety & Functionality



## Resolution 2270

- Hire appraisers, negotiators, etc.
- Good Faith Negotiation- Fair Compensation
- Obtain Right of Way at Fair Compensation





# Next Steps

- Begin Property Owner Negotiations
  - **Epic Land Solutions**
- All Properties Certified Mail on 5/2/23



# Financial Impact

- ROW Price TBD by Appraisal
- FY '24 Budget: \$300,000
- ROW Only: Seeking Construction Funds



 **Alternatives**

- Approve Resolution 2270
- Reject Resolution 2270
- Request Amendments



 **Recommended Action**

- Approve Resolution 2270





---

**QUESTIONS?**

---

*Where Life is Sweet™*



# Airport LifeFlight Lease

City Council: May 8, 2023



# Lease Airport Residence to LFN (2Yr)



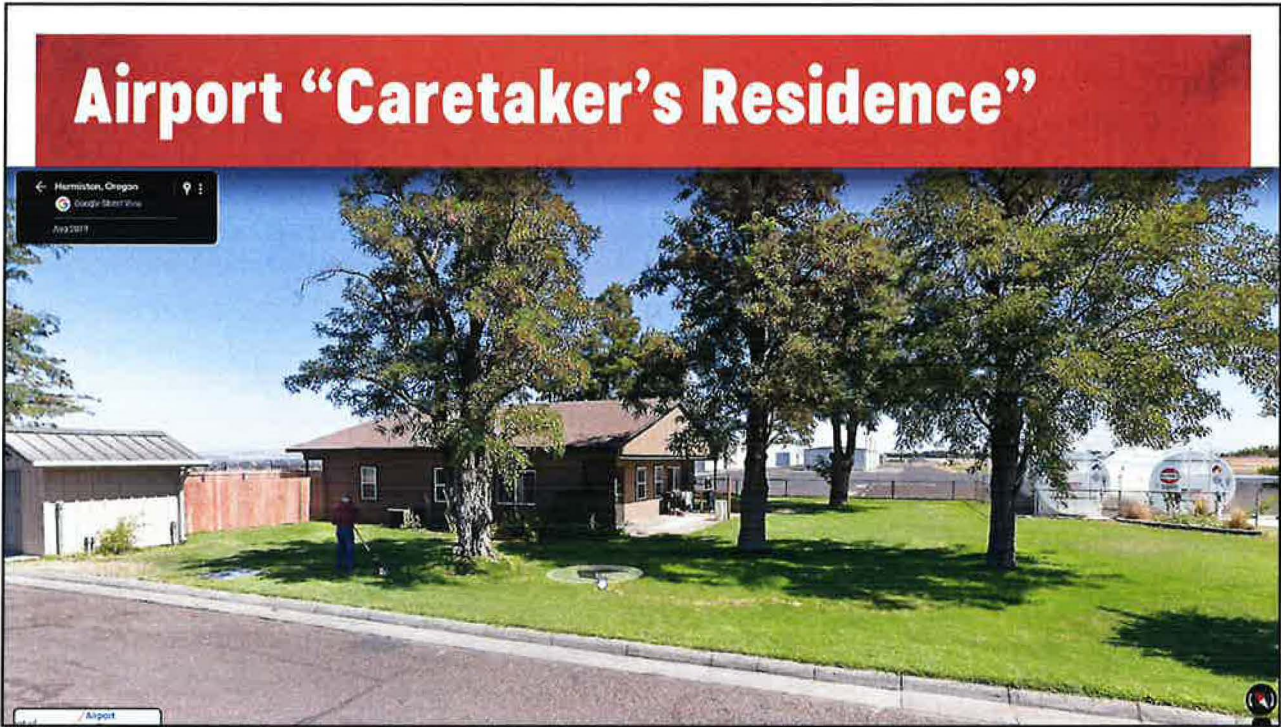
# Airport "Caretaker's Residence"



# Airport "Caretaker's Residence"







## Airport "Caretaker's Residence"

- ~1,700SF
- 3 bed
- 2 bath
- Age: ~70 years in current location?
- Historical Use: Caretaker's Residence (compensation)
- Current Use: Vacant since 2018





# Life Flight Request

- “Crew Quarters”: Pilot + 2 Medical
- Park Helicopter on Apron



# Negotiated Terms

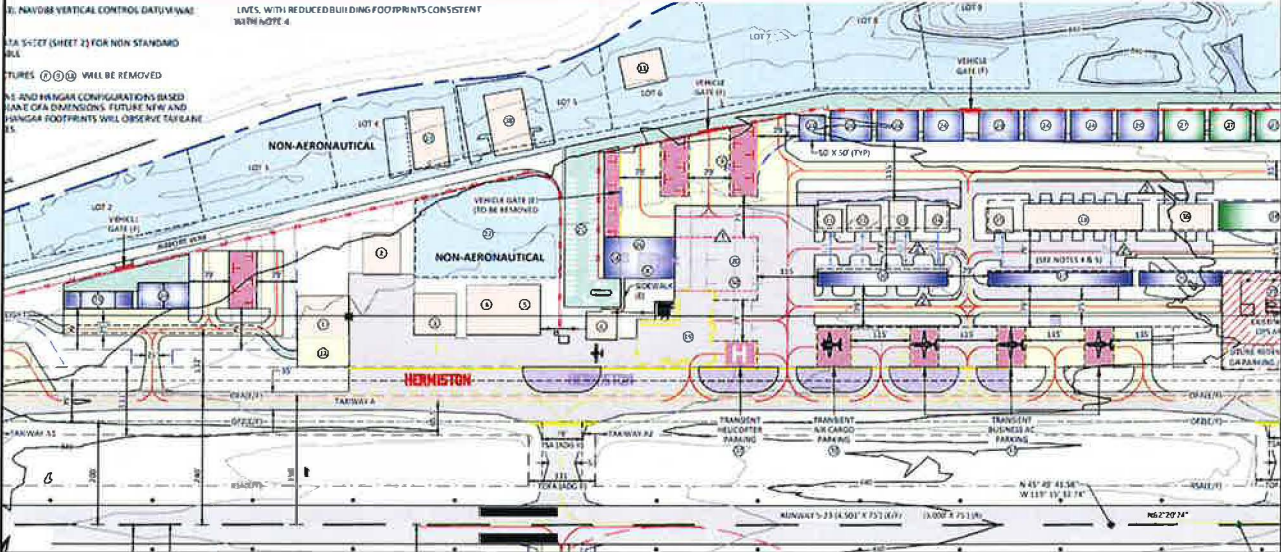
- 2 Years- Renewable
- \$1,500/mo (\$18,000/yr) Includes:
  - **Use of Home**
  - **Water & Sewer**
  - **Tie-Down Fees**
- Induced Revenue
  - **\$5,000 - \$10,000/yr Jet Fuel Sales Profit**



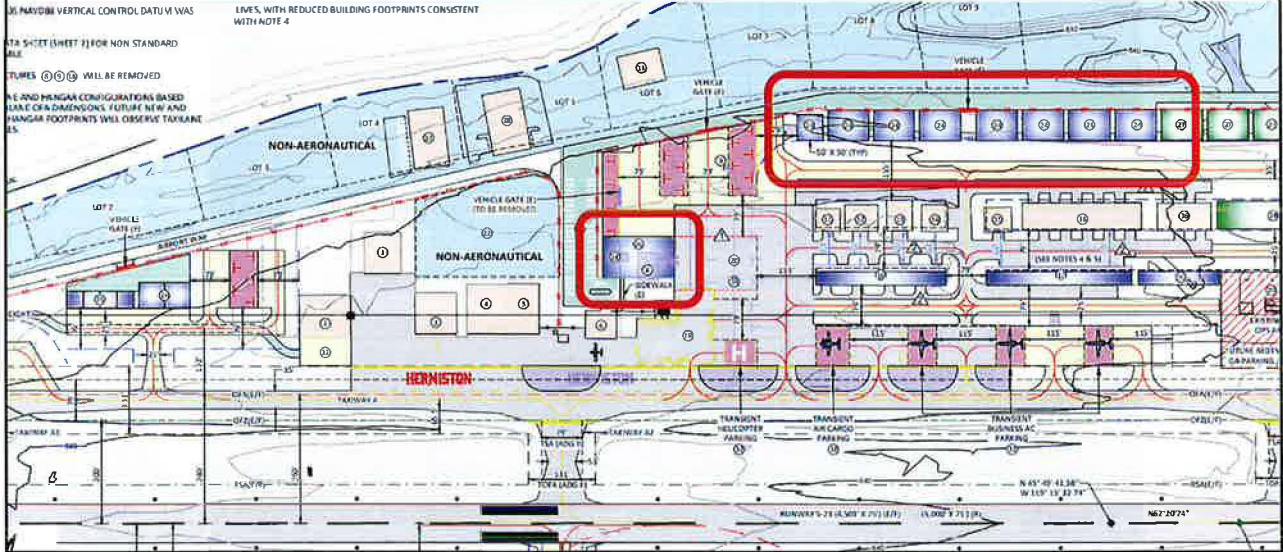
# Airport "Caretaker's Residence"



# Terminal Area Master Plan



# Terminal Area Master Plan



**QUESTIONS?**

*Where Life is Sweet™*

**CITY OF HERMISTON LEASE AGREEMENT  
1610 Airport Way, Hermiston Oregon**

THIS LEASE AGREEMENT hereinafter known as the "Lease" is entered into this 01 day of May, 2023, by and between the City of Hermiston, an Oregon municipal corporation, with mailing address at 180 NE 2nd Street, Hermiston, Oregon, hereinafter known as the "City" and Life Flight Network, an Oregon Limited Liability Company whose principal business address is 22285 Yellow Gate Lane, Suite 102, Aurora, OR, hereinafter known as the "Tenant(s)."

Formatted: Font: (Default) Times New Roman, 11 pt

WHEREAS, the City desires to lease the Property defined herein under the terms and conditions as set forth herein; and

WHEREAS, the Tenant(s) desires to lease the Property defined herein from the City under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**PROPERTY.** The City owns property and improvements located at 1610 Airport Way, Hermiston, Oregon 97838 (hereinafter referred to as the "Property"). The Property shall include only the residence and fenced back yard. The City reserves sole and exclusive use of all outbuildings within the Property present at the time of entering this Lease.

**LEASE TERM.** This Lease shall commence on ~~July 1~~ May 5, 2023, and end on ~~June 30~~ May 31, 2028 (hereinafter referred to as the "Term"), unless otherwise terminated in accordance with the provisions of the Lease. Upon the end of the Term, Tenant shall vacate the Property and deliver the same to the City unless:

- the Lease is formally extended by the City and the Tenant in a writing signed by both parties; or
- the City willingly accepts Rent from the Tenant for a period beyond the original Term. Where the City accepts Rent for a period beyond the original Term, without a formal extension agreed to in writing by both parties, a month-to-month tenancy will be created.

**RENT.** The Tenant shall pay to City the sum of \$ 1,500 per month (hereinafter referred to as "Rent") for the duration of the Term of the Lease. The Rent shall be payable on or before every 1st day of the month (hereinafter referred to as the "Due Date"), notwithstanding that the said date falls on a weekend or holiday.

- A. **Late Rent.** If Rent is not paid within 30 days of the Due Date, the Rent shall be considered past due and a late fee of 1 % of the Rent past due shall be applied for every day Rent is late.
- B. **Returned Checks.** In the event that a check intended as payment for Rent is dishonoured for whatever reason, the same shall be considered as Late Rent with the late fee being payable on the same.
- C. **Application of payments.** Whenever there are different sums owed by the Tenant to the City, any payment shall be applied first to those obligations other than rent including but not limited to association/community dues, Late Fee, repairs chargeable to the Tenant, and other charges notwithstanding any notations or specifications made by the Tenant on the application of any payment paid to the City.
- D. **Rent Increases.** The Rent payable shall not be increased or otherwise modified during the Term of this Lease. Any increase in Rent shall only take effect after the expiration of the Term provided

in this Lease. Any increase in Rent to take effect upon renewal or extension of the Term of this Lease must be preceded by a 90 (ninety) - day notice of the same from the City to the Tenant.

**SECURITY DEPOSIT.** The Tenant shall pay to the City the amount of \$ 1,500 as a Security Deposit upon the execution of this Lease (the "Security Deposit"). The receipt of such Security Deposit is hereby acknowledged by the City who undertakes to hold the same in compliance applicable laws, rules and regulations.

A. **Deductions.** Upon the termination of the Lease, the City may deduct the following from the Security Deposit:

- Unpaid rent
- Late fees
- Unpaid utilities
- Cost of repairs beyond ordinary wear and tear
- Cleaning fee in the amount of \$ 250
- Early Termination Fee
- Others: \_\_\_\_\_

B. **Return.** The Security Deposit or the balance thereof shall be returned by the City to the Tenant within 30 days after the termination of the Lease or in accordance with the applicable law on Security Deposit, whichever is sooner. In the event that the City shall make any allowable deduction, the City shall provide the tenant with an itemized list of all deductions made specifying the amounts and the respective expenses to which the Security Deposit or parts of it was applied.

C. **Tenant's Forwarding Address:** Upon vacating the Property, Tenant shall provide a forwarding address for any and all notices, communication and any other delivery.

**USE OF PROPERTY.** The Property as defined herein shall be for the sole and exclusive use and occupation by the Tenant(s).

Any Guest(s) of the Tenant(s) shall not be allowed to stay beyond 5 days without the consent of the City. The Property shall be used solely and exclusively as a residence. The Tenant(s) shall undertake to abide by any and all applicable laws, statutes and rules covering the Property.

**CONDITION.** The Tenant stipulates that the Property has been examined and that the Property is in good repair and is tenantable.

**ASSIGNMENT.** Under this Lease: Subletting is not allowed. The Tenant acknowledges that this Lease is not transferrable and that the Tenant may not assign the Lease, any part of the Lease or any of the rights or obligations herein. The tenant shall not sublet, sublease or otherwise grant any other party any license or right in relation to the Property or this Lease. Any license, assignment sublease or agreement in violation of this clause shall be null and void with no legal force whatsoever.

**RIGHT OF ENTRY.** The City shall have the right to enter the Property during normal working hours by providing at least 24 hours notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The City may exhibit the Property to prospective purchasers, mortgagees, or lessees upon reasonable notice.

**ALTERATIONS AND IMPROVEMENTS.** No alterations to or improvements on the Property shall be made by the Tenant without prior express consent of the City to the same in writing.

- A. **Unauthorized Alterations or Improvements.** In the event that the Tenant shall undertake alterations or improvements relating to the Property in violation of this section the same shall be considered a material breach of this Lease putting the Tenant in default. The City may, upon the City's discretion, require the Tenant to undo the alterations or improvements and restore the Property to its condition prior to any unauthorized alteration or improvement at the sole expense of the Tenant.
- B. **100 Amp Power Service.** To facilitate a stated need of Tenant, a 100 Amp 120/240 Volt circuit is to be installed at the time of occupancy at an estimated cost of \$ 4,985.00 . City shall coordinate this improvement, with Tenant reimbursing City for all actual costs of third party electricians within 30 days of receiving request for reimbursement from City.
- C. **Ownership of Alterations and Improvements.** In all cases of alterations, improvements, changes, accessories and the like that cannot be removed from the Property without destroying or otherwise deteriorating the Property or any surface thereof shall, upon creation, become the City's property without need for any further transfer, delivery, or assignment thereof.
- D. **Storage.** Tenant may place a 40' long storage container immediately adjacent to the east of the Property during the term of this lease.

**NON-DELIVERY OF POSSESSION.** The City shall deliver to the Tenant possession of the Property on or before the commencement of the Term of this Lease. Delay in the delivery of possession of the Property for any cause other than the fault or negligence of the City shall cause the abatement of the Rent until the date until such time the possession is delivered. In any event, the possession of the Property must be delivered no later than 5 (five) days after the commencement of the Term of this Lease and the Tenant agrees to accept the same until such date despite the delay. Failure of the City to deliver possession of the Property within this period, shall automatically terminate the Lease. Upon such Termination, the City shall return to the Tenant the Security Deposit, any advance rent and other sums not otherwise consumed on account of the Tenant never having occupied the Property such as, but not limited to cleaning fees if already collected. Thereafter the Parties shall have no further obligation to each other.

**HAZARDOUS MATERIALS.** Tenant shall not keep on the Property any item of a dangerous, flammable, or explosive nature that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.

**UTILITIES.** The City shall provide the following utilities and services to the Tenant(s): Water and Sewer. Any other utilities or services not mentioned will be the responsibility of the Tenant(s).

**MAINTENANCE, REPAIR, AND RULES.** The maintenance of the Property, minor repairs and servicing shall be the responsibility and sole expense of the Tenant, including but not limited to HVAC/air-conditioning units, plumbing fixtures (e.g. showers, bath tubs, toilets or sinks). For the entirety of the term of this Lease, the Tenant shall keep the property clean and in good repair.

The Tenant shall:

- A. Comply with any and all rules or regulations covering the Property including but not limited to local ordinances and state law health or safety codes.
- B. Dispose of any and all waste properly.
- C. Not obstruct any structure intended for ingress, egress, passage or otherwise providing some type of access to, from or through the property.

- D. Obtain consent of the City prior to replacing or installing new deadbolts, locks, hooks, doorknobs and the like
- E. Refrain from all activities the will cause unreasonable loud noises or otherwise unduly disturb neighbors and/or other residents.

The City shall:

- A. Maintain the grounds and premises in and around the Property.
- B. Install a fence gate from the house to the ramp area.
- C. Install a walking path from the front of the house to the gate.
- D. Professionally clean interior of house, including carpet cleaning.
- E. Professionally clean dirty walls or repaint.
- F. Remove all interior furniture.
- G. Repair dryer vent and extend vent to outside of house.
- H. Repair outlet for the electric dryer.
- I. Repair exposed electrical wires in ceiling, HVAC closet, and back-office area.
- J. Repair all bathroom toilets.
- K. Repair shower enclosures and address mold issues.
- L. Connect electrical power to Conex box.

Commented [MW1]: Any improvements agreed to with the City should be added here. I.e.. paint, carpet, etc..

A-

**PETS.** Under this Lease:

- Pets Allowed.** The Tenant shall be allowed to have \_\_\_ pet(s) on the Property consisting of  Dogs  Cats  Fish  Other \_\_\_\_\_ not weighing more than \_\_\_  pounds. The City shall administer a fee of \$ \_\_\_\_\_ per pet on the Property. City shall be held harmless in the event any of the Tenant’s pets cause harm, injury, death, or sickness to another individual or animal. Tenant is responsible and liable for any damage or required cleaning to the Property caused by any authorized or unauthorized animal and for all costs City may incur in removing or causing any animal to be removed.
- Pets Not Allowed.** There shall be no animals permitted on the Property or in any common areas UNLESS said pet is legally allowed under the law in regard to assistance with a disability. Pets shall include, but not be limited to, any mammal, reptile, bird, fish, rodents, or insects on the Property.

Formatted: Font: (Default) Times New Roman

Formatted: Normal, No bullets or numbering

**SMOKING POLICY.** Smoking on the Property is:

- Permitted in the following areas: \_\_\_\_\_.
- Prohibited on the Property.

**QUIET ENJOYMENT.** The City warrants that the Tenant shall have quiet and peaceful enjoyment of the Property and hold the same free from molestation or interference from the City or any other person or entity whose claim to the Property comes from the City, subject to the terms and conditions of this Lease and compliance by the Tenant with the same.

**INDEMNIFICATION.** The City shall not be liable for any injury to the Tenant(s) or any other persons or property entering the Property occurring within the Property during the Term of the Lease. Neither shall the City be liable for any damage to the structure within which the Property is located or any part thereof. The Tenant hereby agrees to hold the City harmless from and indemnify the City for any and all claims or damage not arising solely from the City’s acts, omission, fault or negligence.



**DEFAULT.** In the event that the City breaches any of the terms and conditions of this Lease or any applicable laws, rules or codes, the Tenant may avail of any of the remedies available under the law. In the event that the Tenant breaches or fails to comply with any of the terms and conditions of this Lease or any applicable laws, rules or codes the City shall afford the Tenant 30 (thirty) days to remedy or rectify the same. This period shall commence on the day the Tenant receives Notice of such breach or non-compliance with the request to rectify the same. If the Tenant fails to comply or rectify the breach or if the breach cannot reasonably be rectified or remedied, the Tenant shall be in default. Upon the Tenant's default, the City may terminate the Lease by sending the notice of default and consequent termination of the lease to the Tenant and thereafter recover possession of the Property.

**ABANDONMENT.** In the event that the Tenant(s) abandons the Property the City may declare the Lease terminated, recover possession of the Property, enter the premises, remove the Tenant's belongings and lease the same to another without incurring any liability to the Tenant for doing the same. In the event of the abandonment of the Property, the City may recover from the Tenant unpaid rent until the Property is leased to another person or otherwise occupied by the City or another under the City's right.

**ATTORNEYS' FEES.** In the event that City should require the services of an attorney, file a suit or resort to other procedures in order to compel the Tenant's compliance with the Tenant's obligations, the terms of this Lease or other applicable laws, rules or codes, the Tenant agrees to reimburse all expenses incurred by the City in doing the same.

**GOVERNING LAW.** This Lease shall be governed by the laws of the State of Oregon for all purposes and intents. Venue under this Lease or any disputes that come from it shall be in Umatilla County Circuit Court.

**CONSENT NOT UNREASONABLY WITHHELD.** Except as otherwise specifically herein provided, whenever the consent or approval of City or Tenant is required under the terms of this Lease, or any action is to be taken, such consent or approval shall not be unreasonably withheld or delayed and such action shall be reasonable in the circumstances.

**SEVERABILITY.** Should any provision of this Lease be found, for whatever reason, invalid or unenforceable, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or dependent on such invalid or unenforceable provisions shall remain valid and binding and shall be enforceable to the full extent allowed by law.

**BINDING EFFECT.** The terms, obligations, conditions and covenants of this Lease shall be binding on Tenant, the City, their heirs, legal representatives and successors in interest and shall inure to the benefit of the same.

**MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Lease shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.

**NOTICE.** All notices in relation to this Lease shall be delivered to the following addresses:

To the Tenant at the address:

\_\_\_\_\_;

and

To City at the address:

1610 AIRPORT WAY LEASE AGREEMENT

5

City of Hermiston - Attn: City Manager  
180 NE 2nd Street  
Hermiston, OR 97838

**PARKING.** Tenant(s) shall park vehicles in the lot immediately adjacent to the west of the Property. Tenant shall park aircraft on the airport apron adjacent to the east of the property in compliance with adopted Airport Rules, provided that Tenant shall be allowed to supply temporary electrical power to the aircraft via power source provided from The Property. All aircraft tie-down fees are included as part of the Rent of The Property.

**EARLY TERMINATION.** The Tenant(s): Shall have the right to terminate this Lease at any time by providing at least 90 days' written notice to the City along with an early termination fee of \$ 0. During the notice period for termination, the Tenant(s) will remain responsible for the payment of rent.

**DISPUTES.** If a dispute arises during or after the term of this Lease between the City and Tenant(s), they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

**RETALIATION.** The City is prohibited from making any type of retaliatory acts against the Tenant(s) including but not limited to restricting access to the Property, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of activity that could be considered unjustified.

**EQUAL HOUSING.** If the Tenant(s) possesses any impairment, mental or physical, the City agrees to provide reasonable modifications to the Property in order to accommodate such impairments except in the case of modifications that would be too difficult or too expensive for the City to provide. The Tenant(s) are encouraged disclose to the City any impairment(s) that may be aided by reasonable modifications to allow the parties to identify the most beneficial modifications to the Property.

**PROPERTY DEEMED UNINHABITABLE.** If the Property is deemed uninhabitable due to damage beyond reasonable repair the Tenant(s) will be able to terminate this Lease by written notice to the City. If said damage was due to the negligence of the Tenant(s), the Tenant(s) shall be liable to the City for all repairs and for the loss of income due to restoring the property back to a livable condition in addition to any other losses that can be proved by the City.

**LEAD-BASED PAINT DISCLOSURE.** If the Property or any part of it was constructed prior to 1978, the City shall provide a disclosure of information on lead-based paint and/or lead-based paint hazards, the receipt of the same in the form entitled "LEAD-BASED PAINT DISCLOSURE" hereby acknowledged by the Tenant.

**ENTIRE AGREEMENT.** This Lease and, if any, attached documents are the complete agreement between the City and Tenant concerning the Property. There are no oral agreements, understandings, promises, or representations between the City and Tenant affecting this Lease. All prior negotiations and understandings, if any, between the parties hereto with respect to the Property shall be of no force or effect and shall not be used to interpret this Lease. No modification or alteration to the terms or conditions of this Lease shall be binding unless expressly agreed to by the City and the Tenant in a written instrument signed by both parties.

**IN WITNESS WHEREOF,** the City and Tenant have executed this Lease in multiple originals as of the undersigned date(s).

**TENANT**  
**Life Flight**

Formatted: Font: 11 pt

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

**CITY**  
**City of Hermiston**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

**REQUIRED LEASE DISCLOSURES & ADDENDUMS IN OREGON**

The following disclosures or addendums are either required for some or all residential lease agreements in Oregon.

1. **Carbon Monoxide Alarm Disclosure** – for any property with a carbon monoxide source within the dwelling.
2. **Common Utility Disclosure** – for any property where the tenant is responsible for paying utilities that benefit a common area or other dwelling.
3. **Lead Based Paint Disclosure** - for rental units built prior to 1978.

**CARBON MONOXIDE ALARM DISCLOSURE**

THIS AGREEMENT made and entered into between the City of Hermiston, an Oregon municipal corporation, ("City") and Life Flight, ("Tenant(s)").

Tenant(s) is renting from City the Property located at: 1610 Airport Way, Hermiston, Oregon 97838

**CITY'S DISCLOSURE:**

This property  does  does not have a known carbon monoxide source and  is  is not equipped with a carbon monoxide alarm.

If a carbon monoxide alarm is provided, Tenant agrees to maintain the alarm, including testing every 6 months and replacing batteries as needed. A battery will be supplied at the beginning of tenancy by City.

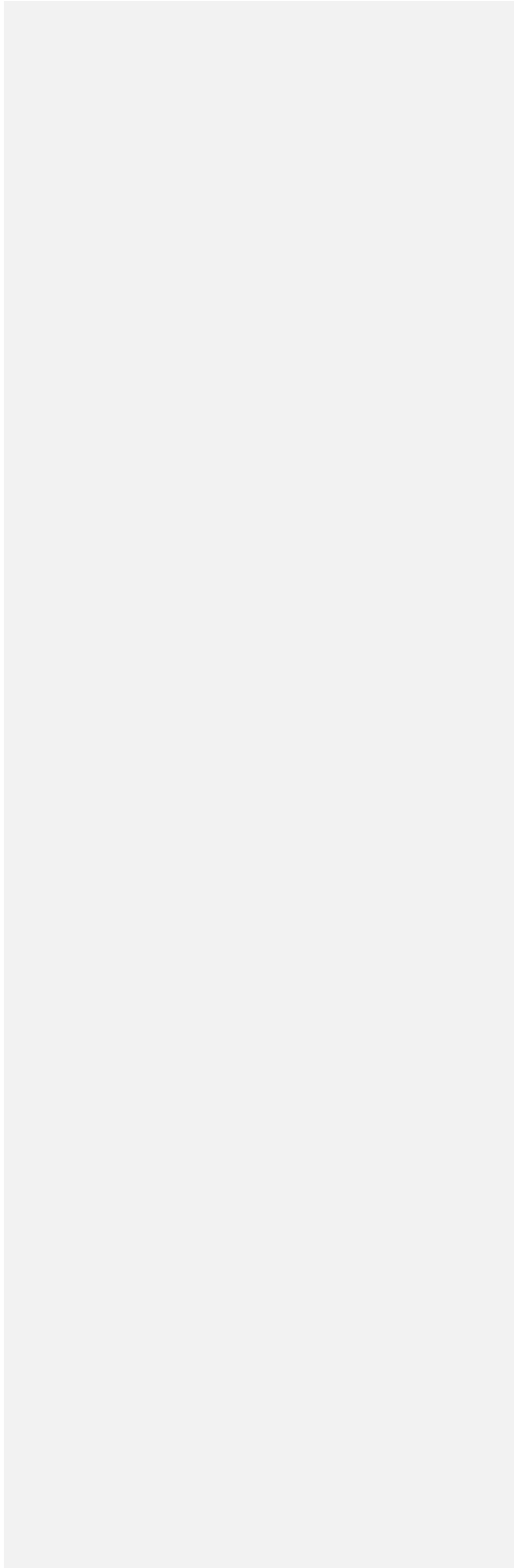
To test the alarm, press and hold the "TEST" button on the unit until the alarm sounds, or follow the instructions provided along with the alarm unit.

**CERTIFICATION OF ACCURACY**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____
City	Date
_____	_____
Tenant	Date

DRAFT



**COMMON AREA UTILITY DISCLOSURE**

THIS AGREEMENT made and entered into between the City of Hermiston, an Oregon Municipal Corporation ("City") and Life Flight, ("Tenant(s)").

Tenant(s) is renting from City the Property located at: 1610 Airport Way, Hermiston, Oregon 97838

**CITY'S DISCLOSURE:**

This property:

- Does NOT share utilities with common areas or other units.
- DOES share utilities with common areas and/or other units.

The following utilities are shared or benefit other parties:

- Electricity
- Heat
- Water
- Other: \_\_\_\_\_

Compensation:

- Is NOT provided for common area electric utility payment.
- IS provided in the form of:  
 Water & Sewer are provided

By signing this agreement, Tenant(s) assumes responsibility for the shared utility charges (if applicable) and receives the compensation afforded in this addendum.

**CERTIFICATION OF ACCURACY**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____
City	Date
_____	_____
Tenant	Date

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS LEAD WARNING STATEMENT**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**Lessor's Disclosure**

- a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
  - i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

- ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- b) Records and reports available to the lessor (check (i) or (ii) below):

- i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

- ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

- c) \_\_\_\_\_ Lessee has received copies of all information listed above.
- d) \_\_\_\_\_ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

**Agent's Acknowledgment (initial)**

- e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____
Lessor	Date
_____	_____
Lessee	Date



*Where Life is Sweet*

Mayor and Members of the City Council  
**STAFF REPORT**  
For the Meeting of May 22, 2023

**Title/Subject**

Resolution 2272- Authorize Installation of Stop Signs.

**Summary and Background**

This resolution will authorize installation of stops signs to stop east/west traffic on West Locust Avenue at it’s intersection with SW 3<sup>rd</sup> Street, which would make the intersection a 4-way stop.

This intersection has been reviewed previously by Anderson Perry & Associates for whether it meets engineering warrants for a four-way stop, based on traffic counts. At the time, the intersection did not meet the minimum criteria to warrant a 4-way stop.

In response to neighborhood requests, City Street Department crews took several additional steps to improve perceived intersection safety, which included vegetation trimming around existing stop signs and installation of marked cross-walks.

Since the time of the last traffic counts, I believe that the high school students have become more familiar with utilizing the entrance to the “new” parking lot entrance off of Orchard, and the “Food Pod” located at 3<sup>rd</sup> & Orchard continues to gain popularity and attract traffic. Additionally, the High School is nearing completion on a significant addition of classroom space on the northern side of the campus, which will only continue to add traffic to the area.

**Tie-In to Council Goals**

Improve Mobility & Transportation.

**Fiscal Information**

Negligible.

**Alternatives and Recommendation**

Alternatives

1. Approve Resolution 2272



- 2. Reject Resolution 2272
- 3. Table and request more information.

Recommended Action/Motion

Motion to approve Resolution 2272.

**Submitted By:**

Mark Morgan

**RESOLUTION NO. 2272**

**A RESOLUTION TO AUTHORIZE THE INSTALLATION OF STOP SIGNS**

WHEREAS, it is expedient and necessary for the safety and welfare of the citizens of the City of Hermiston to install stop signs stopping east/west traffic on W. Locust Avenue at the intersection with SW 3rd Street.

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

1. That it is expedient and necessary to install stop signs at the following locations for vehicular traffic regulation in accordance with the provisions outlined in Section 70.03 of the Hermiston Municipal Code:

<u>Street</u>	<u>Traffic</u>	<u>Intersection</u>
W. Locust Avenue	East and West	SW 3rd Street

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

PASSED by the Common Council this 22nd day of May 2023.

SIGNED by the Mayor this 22nd day of May 2023.

\_\_\_\_\_  
Dr. David Drotzmann, MAYOR

ATTEST:

\_\_\_\_\_  
Heather La Beau, ASST. CITY RECORDER



*Where Life is Sweet*

Mayor and Members of the City Council  
**STAFF REPORT**  
For the Meeting of May 22, 2023

**Title/Subject**

Airport Engineering Professional Services Agreement Award.

**Summary and Background**

The FAA requires local airports to routinely re-advertise for engineering services as part of the “Grant Assurances,” that local airports agree to in order to receive federal funding. FAA advises that this process be done every 3-5 years.

The City of Hermiston went through this process most recently in 2012 as well as 2017. In both instances, Precision Approach Engineering was selected.

This opportunity was advertised again this Spring, at the request of the FAA. Subsequent to the advertisement, the Airport Advisory Committee unanimously recommended that the City Council re-select PAE as the airport’s engineering consultant.

**Tie-In to Council Goals**

Improve Mobility & Transportation.

**Fiscal Information**

None. This process is one where Council selects a preferred consultant for ongoing work, and then as projects arise, then scopes of work for individual work items will be developed, and then Council approval would be needed to authorize the work to proceed as it comes along.

**Alternatives and Recommendation**

**Alternatives**

1. Accept the Airport Committee’s recommendation and award the contract to PAE
2. Re-Advertise.

**Recommended Action/Motion**

Motion to award the professional services agreement for airport engineering services to  
Precision Approach Engineering.

Section 9, Item A.

**Submitted By:**

Mark Morgan

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between CITY OF HERMISTON, hereinafter called the "OWNER," and PRECISION APPROACH ENGINEERING, INC., 5125 SW Hout Street, Corvallis, Oregon, hereinafter called the "CONSULTANT." Unless otherwise terminated or extended, the term of this Agreement is five (5) years from the date above written. This AGREEMENT supersedes any prior AGREEMENT(s) or AMENDMENT(s), written or oral, between the OWNER and CONSULTANT. This Agreement shall be interpreted, construed, governed, and enforced in accordance with and under the laws of the State of Oregon, without regard to the principles of conflicts of law.

**WITNESSETH:**

WHEREAS OWNER intends to utilize professional airport consulting and engineering assistance to be accomplished over the course of one or more projects and seeking to obtain airport consulting and engineering services from the CONSULTANT,

WHEREAS, the OWNER intends to identify specific work items, hereinafter called TASK ORDER(s), for the CONSULTANT to perform for which the CONSULTANT will provide engineering cost estimates for each TASK ORDER and said estimates, upon agreement by OWNER, will be attached and become a part of this AGREEMENT, and that said attachment(s) are hereinafter called the PROJECT, and

WHEREAS OWNER intends to seek appropriate state agency and federal assistance for the PROJECT(s), and the CONSULTANT will assist OWNER in these endeavors;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

**A. EMPLOYMENT OF CONSULTANT**

The OWNER hereby employs the CONSULTANT, and the CONSULTANT accepts and agrees to perform the following services for OWNER:

**1. Professional Project Assistance**

Upon receipt of a signed TASK ORDER including the scope of work from the OWNER, the CONSULTANT will prepare a Scope of Work and associated project estimates. Upon acceptance of the PROJECT by the OWNER, the CONSULTANT will assist the OWNER in obtaining any available state agency and federal funding assistance. The TASK ORDERS to be issued by the OWNER include, but are not limited to, the following:

- a. Airport engineering services
- b. Services during construction
- c. General consulting services

The OWNER reserves the right to issue all, some, or none of these TASK ORDERS.

**B. OWNER'S RESPONSIBILITIES**

OWNER, in consideration of the above commitments by the CONSULTANT, does hereby agree as follows:

- 1. To offer by TASK ORDER any and all requirements the OWNER might have for professional airport consulting and engineering assistance to the CONSULTANT.

2. The OWNER shall make available to the CONSULTANT all technical data, including maps, surveys, property descriptions, borings, and other information in the OWNER's possession that contains pertinent information required by the CONSULTANT relating to his work.
3. The OWNER shall provide access to the site as necessary to perform the engineering services.
4. The OWNER agrees to cooperate with the CONSULTANT in the approval of all plans and specifications. Timely decisions shall be made, should the OWNER disapprove of any part of said plans and specifications in order that no undue expenses will be caused the CONSULTANT. If the CONSULTANT is caused extra drafting or other expenses due to changes ordered by the OWNER after the completion and approval of the plans and specifications, the CONSULTANT shall be paid for such extra expenses and services involved.

**C. COMPENSATION FOR CONSULTING/ENGINEERING SERVICES**

The OWNER will pay the CONSULTANT the appropriate fee as complete compensation for all services rendered as herein agreed:

1. OWNER will pay the CONSULTANT for the services set forth in A-1 above, a lump sum fee, or on an hourly basis in accordance with the CONSULTANT's Hourly Rates attached to the appropriate TASK ORDER agreement and direct nonsalary expenses at actual cost for each Project unless another compensation expense type is agreed upon and as established in the TASK ORDER. CONSULTANT fee and work effort will be included as part of any state agency or federal grant, and CONSULTANT fee will be reimbursed, and work effort defined to the extent approved and reimbursed by the grant. Notwithstanding the foregoing, the OWNER shall pay CONSULTANT for services rendered.
2. OWNER shall pay the CONSULTANT for any specific service requested in writing by OWNER set forth in A-1c above in accordance with the compensation described in each TASK ORDER and direct nonsalary expenses as defined below. It is understood that the CONSULTANT will be compensated only for specific requests by the OWNER for services set forth in A-1c above.
3. Any amount over the estimated cost for the services as set forth in a TASK ORDER or work beyond the scope of each PROJECT will be negotiated and agreed upon between OWNER and the CONSULTANT in writing and a TASK ORDER amendment prepared prior to the beginning of additional work shall be signed by the parties.
4. The CONSULTANT'S direct nonsalary expenses are defined as the costs incurred on or directly for the PROJECT, other than payroll cost. Such direct nonsalary expenses shall be computed on the basis of actual purchase price for items obtained from commercial sources and on the basis of usual commercial charges for items provided by the CONSULTANT. Direct nonsalary expense shall include, but not be limited to, necessary transportation cost, including mileage at the rate per mile as specified in the appropriate TASK ORDER when automobiles are used and standard rates when aircraft are used, meals and lodging, laboratory tests and analyses, equipment rental, postage, shipping, printing, binding, and copying charges.
5. OWNER shall pay the CONSULTANT for professional services performed under this AGREEMENT for services performed during monthly billing periods within 45 days of receipt of an invoice for services.
6. No reduction shall be made from the CONSULTANT's fee on account of penalty, liquidated damages, or other sums withheld from payment to any other party.

7. In the event of legal or other controversies not directly caused in whole or in part by the CONSULTANT's negligence, but requiring the services of the CONSULTANT, OWNER shall pay the CONSULTANT for services rendered in regard to such legal or other controversies, in accordance with the CONSULTANT's Hourly Rates attached to the associated TASK ORDER agreement or as amended and approved by the OWNER for subsequent years, accordingly, and direct nonsalary expenses at actual cost, in addition to other sums of money payable under this AGREEMENT.

**D. RESERVATIONS AND COMPLIANCE**

1. OWNER, the funding state agency, and the FAA or any of their duly authorized representatives shall have access to any books, documents, papers, and all other records which are directly pertinent to this AGREEMENT for the purpose of making audit, examination, excerpts, and transcripts. All documents shall be retained a minimum of five (5) years or as required by law. All documents produced under this AGREEMENT become the property of the OWNER.
2. The CONSULTANT reserves the right to obtain the services of other consulting engineers experienced in airport work to prepare and execute the work which is relating to the Project.
3. Insurance
  - a. Insurance provided by the CONSULTANT will be primary and non-contributory over any other insurance provided to the Additional Insured.
  - b. CONSULTANT shall at its own expense provide the following insurance:

For Oregon clients:

    - i Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.
    - ii Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 for each claim or incident. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.
    - iii Commercial General Liability insurance including Products & Completed Operations coverage with a combined single limit, or the equivalent, of not less than \$2,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract.
    - iv. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each' accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
    - v. Umbrella/Excess Liability insurance with combined single limits/or the equivalent, of not less than \$1,000,000 for Bodily Injury and Property Damage.

- c. Notice of cancellation or change. There shall be no cancellation or intent not to renew the insurance coverage(s) without 30 days' written notice from the CONSULTANT or its insurer(s) to the OWNER.
- d. Certificates of Insurance. In respect to General and Automobile Liability, and Professional Liability, and as evidence of the insurance coverage required by this contract, the CONSULTANT shall furnish acceptable insurance certificates, if requested by the OWNER. CONSULTANT shall name OWNER and its elected officials, officers, volunteers, agents and employees as Additional Insureds on any insurance policies (not including workers compensation and professional liability) required herein, but only with respect to CONSULTANT's services to be provided under this Contract. A copy of the Additional Insured Endorsement will be provided to the OWNER with the Certificate of Insurance. The certificate will specify all of the parties who are additionally insured. The insuring companies or entities are subject to the OWNER's acceptance. If requested, complete copies of insurance policies, trust agreements, etc., shall be provided to the OWNER. The CONSULTANT shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

- 4. **Compliance with Laws.** In performing its services under the AGREEMENT, CONSULTANT shall comply with applicable federal, state, and local laws, ordinances, and regulations in effect at the time the services are performed, including the public contract laws of the State of Oregon, the provisions of which are hereby incorporated by reference.
- 5. **Dispute Resolution.** OWNER and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the provision of this Agreement or exercising their rights under the law. If the parties fail to resolve a dispute through negotiation, then either or both may invoke their rights under the law.
- 6. **Indemnification.** The CONSULTANT agrees to indemnify the OWNER, its officers, and employees and will hold them harmless from, any and all claims, damages, losses, or liabilities to the extent arising out of the negligent acts, errors, or omissions of the CONSULTANT in the performance of this AGREEMENT, but only for that portion of such claims, costs, suits, or damages that reflect the percentage of negligence of the CONSULTANT compared to the total negligence of all persons, firms, or corporations that result in said damage to the OWNER.

The OWNER agrees to indemnify the CONSULTANT, its officers, and employees and will hold them harmless from, any and all claims, damages, losses, or liabilities to the extent arising out of the negligent acts, errors, or omissions of the OWNER in the performance of this AGREEMENT, but only for that portion of such claims, costs, suits, or damages that reflect the percentage of the negligence of the OWNER compared to the total negligence of all persons, firms, or corporations that result in said damage to the CONSULTANT.

If the negligent act or omission of both parties (or an entity they are legally liable for) is a cause of such damage or injury, the loss, cost, or expense shall be shared between Parties in proportion to their relative degrees of negligence.

- 7. **Title VI Assurances.** During the performance of this CONTRACT, the CONSULTANT for itself, its assignees, and successors in interest (hereinafter referred to as the CONSULTANT) agrees as follows:



- a. COMPLIANCE WITH REGULATIONS: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulation, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. NONDISCRIMINATION: The CONSULTANT, with regard to the work performed by CONSULTANT during the CONTRACT, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Title 49, Part 21, Section 21.5 of the Code of Federal Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulation.
- c. SOLICITATION FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT: In all solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. INFORMATION AND REPORTS: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the OWNER, state agency, or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, order, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses this information, the CONSULTANT shall so certify to the OWNER or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. SANCTIONS FOR NONCOMPLIANCE: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this CONTRACT, the OWNER shall impose such contract sanctions as it or the FAA may determine to be appropriate including, but not limited to, withholding of payments to the CONSULTANT under the CONTRACT until the CONSULTANT complies.

**E. CONFIDENTIALITY**

With respect to any information supplied in connection with this Agreement and designated by either Party as confidential, the recipient agrees to protect the confidential information in a reasonable and appropriate manner, and use and reproduce the confidential information only as necessary to perform its obligations under this Agreement or as otherwise required by law, rule or regulation or to fulfill professional obligations and standards and for no other purpose. For clarity, confidential information shall include all Personal Data. Notwithstanding the foregoing, the obligations in this section will not apply to information which is: (a) publicly known; (b) already known to the recipient; (c) lawfully disclosed by a third-party; (d) independently developed by the recipient without benefit of the disclosing Party's confidential information; or (e) disclosed pursuant to legal requirement or order.

If either Party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose disclosing the other Party’s confidential information, the recipient shall, unless prohibited by law, provide prompt written notice to disclosing Party of such demand in order to permit it to seek a protective order. So long as the recipient gives notice as provided herein, the recipient shall be entitled to comply with such demand to the extent required by law, subject to any protective order or the like that may have been entered in the matter.

**F. DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES**

- 1. POLICY: It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this AGREEMENT.
- 2. DBE OBLIGATIONS: The CONSULTANT agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this AGREEMENT. In this regard, the CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform the contract. CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

**G. STANDARD OF CARE**

The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services. The CONSULTANT will re-perform services not meeting this standard without additional compensation.

**H. TERMINATION OF AGREEMENT**

- 1. In the event that the OWNER authorizes the CONSULTANT to proceed to execute the various portions of work called for herein, this AGREEMENT shall be in full force and effect until completion and acceptance of the work by the OWNER.
- 2. This AGREEMENT may be terminated by either party by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. Either party may terminate this AGREEMENT for any reason whatsoever upon 30 days' written notice to the other party.

**I. CERTIFICATION OF CONSULTANT**

OWNER and the CONSULTANT hereby certify that the CONSULTANT has not been required, directly or indirectly, as an express implied condition in connection with obtaining or carrying out this contract to:

- 1. Employ or retain, or agree to employ or obtain, any firm or persons.
- 2. Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

**J. SUCCESSORS AND ASSIGNMENTS**

1. OWNER and CONSULTANT each assign themselves, their partners, successors, executors, and administrators to this AGREEMENT.
2. Except as above, neither the OWNER nor the CONSULTANT shall assign, sublet, or transfer their interest or obligation hereunder in the AGREEMENT without the written consent of the other. Any transfer of such rights without written consent shall be void.
3. It is understood by OWNER and the CONSULTANT that the funding state agency, and the FAA or other federal agencies, are not a party to this AGREEMENT and will not be responsible for associated costs except as should be agreed upon by OWNER and the agency under a grant agreement for a PROJECT.

**K. SEVERABILITY AND SURVIVAL**

All express representation, waiver, indemnification, included in this Agreement will survive its completion or termination for any reason. If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**L. NOTICES**

All notices and demands of a legal nature that either Party may be required or may desire to serve upon the other Party shall be in writing and shall be served upon the other Party by personal service, by facsimile transmission, E-Mail followed by mail delivery of the original of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, postage prepaid, addressed as follows:

<u>OWNER</u>	<u>CONSULTANT</u>
<p><b>City of Hermiston</b>            Attn: Mark Morgan/Assistant City Manager            180 NE 2<sup>nd</sup> Street            Hermiston, OR 97838            Phone: (541) 567-5521            Email: <a href="mailto:mmorgan@hermiston.or.us">mmorgan@hermiston.or.us</a></p>	<p><b>Precision Approach Engineering, Inc.</b>            Attn: Corley McFarland/President            5125 SW Hout Street            Corvallis, OR 97333            Phone: 541-754-0043            Fax: 541-754-7649            Email: <a href="mailto:cmcfarland@preappinc.com">cmcfarland@preappinc.com</a></p>

**M. ATTORNEY FEES**

In the event that this AGREEMENT is in any suit, action, or other enforcement, the prevailing party shall be entitled to recover such sum as the court may adjudge reasonable for attorney's fees, including reasonable attorney's fees for the prevailing party allowed on appeal to a higher court or courts.

**N. FEDERAL AVIATION ADMINISTRATION CONTRACT PROVISIONS**

The additional FAA Contract Provisions attached as Exhibit A to this Agreement are made a part of this Agreement as fully and completely as if the same were fully set forth herein.

**O. AUTHORIZE SIGNER**

Each person signing this Agreement represents and warrants that they are duly authorized and has the legal capacity to execute and deliver this Agreement.

IN WITNESS WHEREOF, OWNER and the CONSULTANT have made and executed this AGREEMENT the day and year first above written.

For: **CITY OF HERMISTON**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

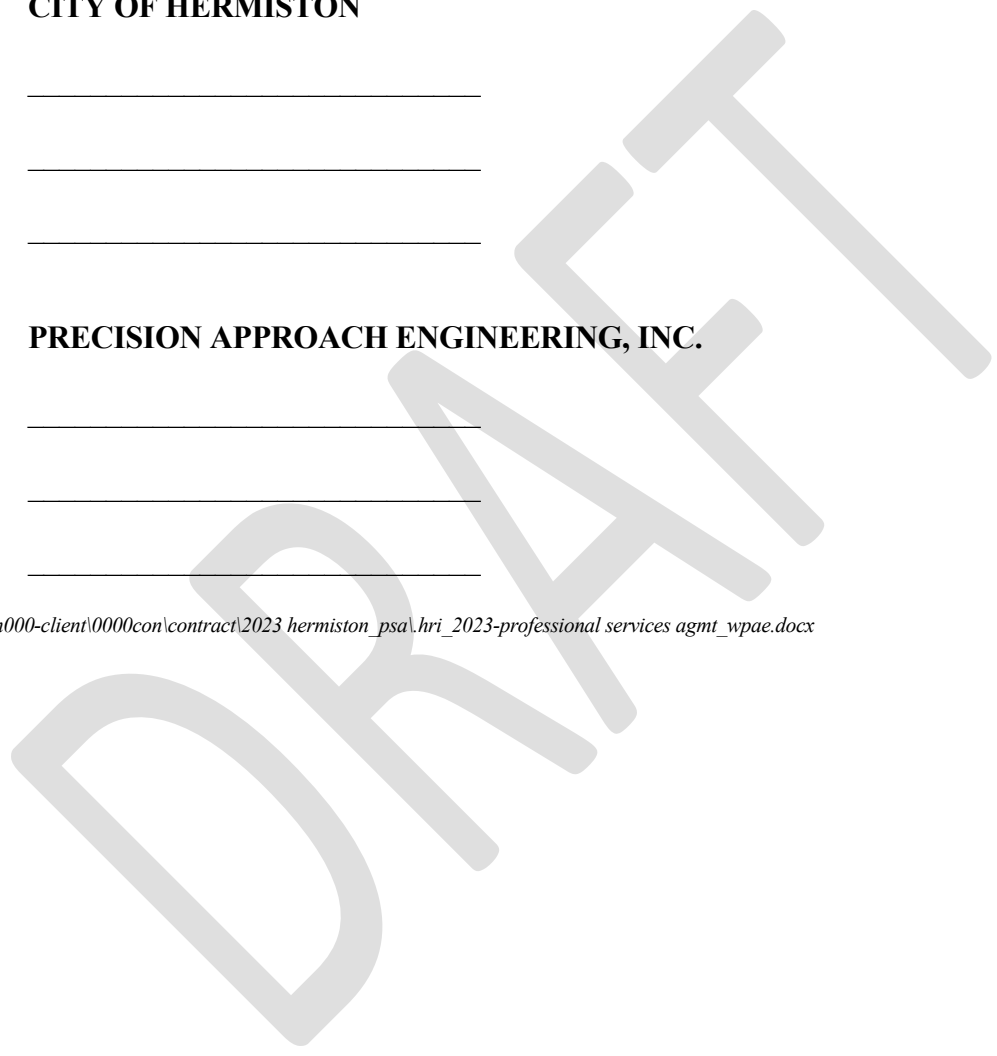
For: **PRECISION APPROACH ENGINEERING, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

p:\h\hrm000-client\0000con\contract\2023 hermiston\_psa\hri\_2023-professional services agmt\_wpae.docx



MASTER  
TEMPLATE

**TASK ORDER NO. \_\_\_\_**  
**[PROJECT TITLE]**  
**DESIGN AND SERVICES DURING CONSTRUCTION**

Included herein is TASK ORDER NO. \_\_\_\_ to the Professional Services Agreement dated \_\_\_\_\_, 20\_\_, hereinafter called CONTRACT, between \_\_\_\_\_, hereinafter called OWNER, and PRECISION APPROACH ENGINEERING, INC., hereinafter called CONSULTANT.

WHEREAS, the OWNER has defined a PROJECT at \_\_\_\_\_ Airport and is desirous to seek the assistance of the CONSULTANT in accordance with Section A of the CONTRACT for the PROJECT listed above, and further defined in attached Exhibit A, Scope of Services [for Airport Engineering Services, and Exhibit B, Scope of Work for Services During Construction].

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

**A. EMPLOYMENT OF CONSULTANT**

The OWNER hereby employs the CONSULTANT and the CONSULTANT accepts and agrees to perform the following engineering services to the PROJECT.

1. The OWNER hereby employs the CONSULTANT and the CONSULTANT accepts and agrees to perform the engineering services for the PROJECT as described in **Exhibit A**, Scope of Services, attached.
2. [ The CONSULTANT shall prepare contract documents including construction drawings, specifications, the invitation to bid, and related contract forms for the work listed above. The CONSULTANT shall also provide opinions of construction costs. The OWNER AND FAA shall approve the final drawings and specifications prior to advertisement for bid. ]

**B. OWNER'S RESPONSIBILITIES**

1. The OWNER shall make available to CONSULTANT all technical data in OWNER's possession that contain pertinent information required by CONSULTANT relating to this work.
2. The OWNER shall pay publishing costs for the advertisement of notices, public hearings, requests for bids, and other similar items; pay for all permits and licenses that may be required by local, state, or federal authorities; and secure the necessary land, easements, rights-of-way, required for the project.
3. The OWNER shall provide access to the site as necessary to allow the performance of engineering services.
4. Other OWNER's responsibilities shall be as stated in the Professional Services Agreement.

MASTER  
TEMPLATE

**C. COMPENSATION FOR CONSULTING SERVICES**

The OWNER shall pay the CONSULTANT the appropriate fee as complete compensation for all services rendered as herein agreed and as stated in the PROFESSIONAL SERVICES AGREEMENT:

*Select fixed fee (1.) and/or cost plus (2.) and adjust SERVICES TYPE and paragraph numbers as required.*

1. The OWNER shall pay the CONSULTANT as complete compensation for the AIRPORT ENGINEERING SERVICES set forth in Exhibit A, attached, [according to the labor rates shown in Exhibit C agreement and direct nonsalary expenses at the actual cost. The maximum estimated total cost for these services are ] [a Lump Sum of] \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
2. The OWNER shall pay the CONSULTANT for the SERVICES DURING CONSTRUCTION set forth in Exhibit B, attached, according to the labor rates shown in Exhibit C agreement and direct nonsalary expenses at actual cost. The maximum estimated total cost for these services is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
2. Any amount over the maximum estimated cost for the services as set forth in Exhibit A and Exhibit B because of a scope of work changes will be negotiated and agreed upon between the OWNER and the CONSULTANT in writing prior to beginning of additional work.

*Use the following paragraph for SDC projects only*

3. The OWNER recognizes that the construction schedule is not controlled by the CONSULTANT and that the compensation for services is dependent upon the actual time expended by the OWNER and by the Construction Contractor for construction. If it is agreed by the OWNER and the CONSULTANT that more effort than is budgeted is required to complete the construction work, the maximum estimated fee shown in C-2 above shall be increased accordingly.
4. In the event that the engineering services are required in connection with this project beyond 20\_\_\_, the Consultant's Hourly Rates shall be adjusted to conform with the CONSULTANT's standard rates as established for the subsequent years.
5. The CONSULTANT's direct nonsalary expenses are defined as the costs incurred on or directly for the PROJECT, other than payroll costs. Such direct nonsalary expenses shall be computed on the basis of actual purchase price for items obtained from commercial sources and on the basis of usual commercial charges for items provided by the CONSULTANT. Direct nonsalary expenses shall include, but not be limited to, necessary transportation costs, including mileage at the current rate per mile allowed by the IRS when automobiles are used and standard rates when aircraft are used, meals and

MASTER  
TEMPLATE

lodging, laboratory tests and analyses, equipment rental, postage, shipping, printing, binding, and copying charges.

“The CONSULTANT shall have the option to charge Construction Observer expenses in lieu of as stated above, as follows:

- Meals and lodging incurred by the Construction Observer(s) will be invoiced as per diem at the current standard rate allowable by the Internal Revenue Service. The Consultant shall not be required to provide documentation for meals, lodging, and incidental expenses that do not exceed the daily rate.”

*(flat rate per day for meals and lodging)*

**D. AUTHORIZE SIGNER**

Each person signing this Amendment represents and warrants that they are duly authorized and has the legal capacity to execute and deliver this Task Order to Professional Services Agreement.

WITNESSETH that the parties hereto do mutually agree to all mutual covenants and agreements contained within the CONTRACT.

**[OWNER]**

**PRECISION APPROACH ENGINEERING, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*o:\contract\engineering contract masters\faa format\task order\_master.doc*

SAMPLE



**FAA  
Airports**

# **Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects**

(Issued on January 20, 2023)

## **Contents**

- A1 ACCESS TO RECORDS AND REPORTS .....1
- A2 AFFIRMATIVE ACTION REQUIREMENT .....1
- A3 BREACH OF CONTRACT TERMS .....2
- A4 BUY AMERICAN PREFERENCE .....3
- A5 CIVIL RIGHTS - GENERAL .....8
- A6 CIVIL RIGHTS – TITLE VI ASSURANCE .....8
- A7 CLEAN AIR AND WATER POLLUTION CONTROL .....11
- A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS .....11
- A9 COPELAND “ANTI-KICKBACK” ACT .....12
- A10 DAVIS-BACON REQUIREMENTS .....12
- A11 DEBARMENT AND SUSPENSION .....18
- A12 DISADVANTAGED BUSINESS ENTERPRISE .....18
- A13 DISTRACTED DRIVING .....19
- A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT .....20
- A15 DRUG FREE WORKPLACE REQUIREMENTS .....20
- A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO) .....20
- A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) .....26
- A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES .....26
- A19 PROHIBITION of SEGREGATED FACILITIES .....27
- A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 .....27
- A21 PROCUREMENT OF RECOVERED MATERIALS .....27
- A22 RIGHT TO INVENTIONS .....28
- A23 SEISMIC SAFETY .....28
- A24 TAX DELINQUENCY AND FELONY CONVICTIONS .....29
- A25 TERMINATION OF CONTRACT .....30
- A26 TRADE RESTRICTION CERTIFICATION .....31
- A27 VETERAN’S PREFERENCE .....32
- A28 DOMESTIC PREFERENCES FOR PROCUREMENTS .....32



**Appendix A – CONTRACT PROVISIONS**

**A1 ACCESS TO RECORDS AND REPORTS**

2 CFR § 200.334; 2 CFR § 200.337; FAA Order 5100.38

**ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

\* \* \* \* \*

**A2 AFFIRMATIVE ACTION REQUIREMENT**

41 CFR Part 60-4; Executive Order 11246

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror’s or Bidder’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Timetables**

- Goals for minority participation for each trade: 3.8%
- Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor’s construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor’s goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is **City of Hermiston, Umatilla County, Oregon.**

\* \* \* \* \*

**A3 BREACH OF CONTRACT TERMS**  
2 CFR Part 200, Appendix II(A)

**BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

\* \* \* \* \*

**A4 BUY AMERICAN PREFERENCE**

Title 49 USC § 50101; Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*; Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)

**CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE STATEMENT**

**FAA BUY AMERICAN PREFERENCE**

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,<sup>1</sup> U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

---

<sup>1</sup> Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

### CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE – CONSTRUCTION PROJECTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
  - a) Only installing iron, steel and manufactured products produced in the United States;
  - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
  - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
  - b) To faithfully comply with providing U.S. domestic products.
  - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
  - d) Certify that all construction materials used in the project are manufactured in the U.S.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
    - a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
    - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
    - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
    - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.

- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 2 Waiver (Nonavailability)** - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver (Unreasonable Costs)** - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

\_\_\_\_\_
Date

\_\_\_\_\_
Signature

\_\_\_\_\_
Company Name

\_\_\_\_\_
Title

### CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE – EQUIPMENT/BUILDING PROJECTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

- a) Only installing steel and manufactured products produced in the United States;
- b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
- c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
- b) To faithfully comply with providing U.S. domestic product.
- c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

#### Required Documentation

**Type 2 Waiver (Nonavailability)** - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver (Unreasonable Costs)** - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

\_\_\_\_\_
Date

\_\_\_\_\_
Signature

\_\_\_\_\_
Company Name

\_\_\_\_\_
Title

**A5 CIVIL RIGHTS - GENERAL**  
49 USC § 47123

**GENERAL CIVIL RIGHTS PROVISIONS**

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

\* \* \* \* \*

**A6 CIVIL RIGHTS – TITLE VI ASSURANCE**  
49 USC § 47123; FAA Order 1400.11

**TITLE VI SOLICITATION NOTICE**

**Title VI Solicitation Notice:**

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

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

Insert this list in every contract or agreement, unless the Sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements, which is a rare occurrence.

**TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);



- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

**NONDISCRIMINATION REQUIREMENTS/TITLE VI  
CLAUSES FOR COMPLIANCE**

The Sponsor must include this contract clause in:

- 1) Every contract or agreement (unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and
- 2) Service contracts with utility companies that are not already subject to substantively identical nondiscrimination requirements.
- 3) Other types of contracts with utility companies involving property covered by A6.4.2, A6.4.3, or A6.4.4.

**Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the

Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

\*\*\*\*\*

**A7 CLEAN AIR AND WATER POLLUTION CONTROL**  
2 CFR Part 200, Appendix II(G); 42 USC § 7401, et seq; 33 USC § 1251, et seq

**CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

\*\*\*\*\*

**A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**  
2 CFR Part 200, Appendix II(E); 2 CFR § 5.5(b); 40 USC § 3702; 40 USC § 3704

**CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor,

such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

\* \* \* \* \*

**A9 COPELAND “ANTI-KICKBACK” ACT**  
**2 CFR Part 200, Appendix II(D); 29 CFR Parts 3 and 5**

**COPELAND “ANTI-KICKBACK” ACT**

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

\* \* \* \* \*

**A10 DAVIS-BACON REQUIREMENTS**  
**2 CFR Part 200, Appendix II(D); 29 CFR Part 5; 49 USC § 47112(b); 40 USC §§ 3141-3144, 3146, and 3147**

**DAVIS-BACON REQUIREMENTS**

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked

therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met.

The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered wo

rker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency

recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.



(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

**A11 DEBARMENT AND SUSPENSION**

2 CFR Part 180 (Subpart B); 2 CFR Part 200, Appendix II(H); 2 CFR Part 1200; DOT Order 4200.5; Executive Orders 12549 and 12689

**CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

\* \* \* \* \*

**A12 DISADVANTAGED BUSINESS ENTERPRISE**  
49 CFR Part 26

**DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (49 CFR § 26.13)**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (49 CFR § 26.29)**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the City of Hermiston. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Hermiston. This clause applies to both DBE and non-DBE subcontractors.

**Termination of DBE Subcontracts (49 CFR § 26.53(f))**

The prime contractor must not terminate a DBE subcontractor listed in response to include Solicitation paragraph number where paragraph 12.3.1, Solicitation Language appears (or an approved substitute DBE

firm) without prior written consent of the City of Hermiston. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent of the City of Hermiston. Unless the City of Hermiston consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

City of Hermiston may provide such written consent only if the City of Hermiston agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the City of Hermiston its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the City of Hermiston, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the City of Hermiston and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the City of Hermiston should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the City of Hermiston may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

\* \* \* \* \*

**A13 DISTRACTED DRIVING**  
Executive Order 13513; DOT Order 3902.10

**TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

\* \* \* \* \*

**A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

2 CFR § 200, Appendix II(K); 2 CFR § 200.216

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

\*\*\*\*\*

**A15 DRUG FREE WORKPLACE REQUIREMENTS**

49 CFR Part 32; Drug-Free Workplace Act of 1988 (41 USC § 8101-8106, as amended)

None.

\*\*\*\*\*

**A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

2 CFR Part 200, Appendix II(C); 41 CFR § 60-1.4; 41 CFR § 60-4.3; Executive Order 11246

**EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at

any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The



obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

\* \* \* \* \*

**A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

29 USC § 201, et seq; 2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

\* \* \* \* \*

**A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

31 USC § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR Part 200, Appendix II(I); 49 CFR Part 20, Appendix A

**CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\* \* \* \* \*

**A19 PROHIBITION OF SEGREGATED FACILITIES**

2 CFR Part 200, Appendix II(C); 41 CFR Part 60-1

**PROHIBITION OF SEGREGATED FACILITIES**

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

\* \* \* \* \*

**A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

29 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

\* \* \* \* \*

**A21 PROCUREMENT OF RECOVERED MATERIALS**

2 CFR § 200.323; 2 CFR Part 200, Appendix II(J); 40 CFR Part 247; 42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

**PROCUREMENT OF RECOVERED MATERIALS**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year;
- or

- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

\*\*\*\*\*

**A22 RIGHT TO INVENTIONS**  
2 CFR Part 200, Appendix II(F); 37 CFR Part 401

**RIGHTS TO INVENTIONS**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

\*\*\*\*\*

**A23 SEISMIC SAFETY**  
49 CFR Part 41

**SEISMIC SAFETY**

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

\*\*\*\*\*

**A24 TAX DELINQUENCY AND FELONY CONVICTIONS**

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.; DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

**CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

- 1) The applicant represents that it is ( ) is not ( ✓ ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is ( ) is not ( ✓ ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency’s SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

\*\*\*\*\*

**A25 TERMINATION OF CONTRACT**

2 CFR Part 200, Appendix II(B); FAA Advisory Circular 150/5370-10, Section 80-09

**TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
  1. Perform the services within the time specified in this contract or by Owner approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project; or
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner’s breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

\* \* \* \* \*

**A26 TRADE RESTRICTION CERTIFICATION**

49 USC § 50104; 49 CFR Part 30

**TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

\* \* \* \* \*

**A27 VETERAN’S PREFERENCE**  
49 USC § 47112(c)

**VETERAN’S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

\* \* \* \* \*

**A28 DOMESTIC PREFERENCES FOR PROCUREMENTS**  
2 CFR § 200.322; 2 CFR Part 200, Appendix II(L)

**CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

\* \* \* \* \*





*Where Life is Sweet*

Mayor and Members of the City Council  
**STAFF REPORT**  
For the Meeting of May 22, 2023

**Title/Subject**

Review and Possible Approval of Project PATH Strategic Plan.

**Summary and Background**

Attached is an updated draft strategic plan for Project PATH as required by the state grant funding, Project PATH is receiving. The PATH Advisory Committee received our feedback as well as comments from all of the other partner entities. Below is a summary of the changes made since the last time the council reviewed the plan:

- Updated the Stepping Stones Board membership as currently constituted.
- Added a reference to the Board member list that the current members can be found on the Stepping Stones Alliance Website.
- Added the following concerning partners: This listing is provided as a representation of the partners identified at the time of adoption of the Strategic Plan in Spring 2023. It is anticipated that this list of partners will grow and change over time. For a current listing of active partners in Project PATH and with Stepping Stones Alliance please refer to the Stepping Stones Alliance website.
- Added Disabled/Developmentally Disadvantaged partner category listing ARC of Umatilla County as the provider.
- Added the following paragraph concerning ongoing review of the Plan: Annually the Project PATH Advisory Committee will review this Strategic Plan and if warranted will make changes to assure that these Goals, Objectives, and Strategic Priorities are implemented successfully. The first Strategic Plan was adopted by all five participating jurisdictions through their governing body. Any changes would also need to be adopted by all five governing bodies.

Each of the partner entities are reviewing and adopting the final plan. We are on track to have this adopted to meet a June deadline.

The City of Umatilla has been the lead on drafting this plan in conjunction with Steppin Stones Alliance staff and board. The advisory committee has also had a good opportunity to review and comment on the draft prior to this current version.

**Tie-In to Council Goals**

**FOCUS AREA**

Housing: Increase senior and affordable housing, market rate rentals, and prevent people from becoming unhoused.

**Fiscal Information**

No current fiscal impact but possible future impacts.

**Alternatives and Recommendation**

Alternatives

- 1. Adopt Plan as presented.
- 2. Amend Plan and adopt as amended.
- 3. Direct Staff to edit report and bring it back.

Recommended Action/Motion

Motion to adopt Project PATH Strategic Plan as presented.

**Submitted By:** Byron Smith

# Project PATH

---

Practical Assistance through  
Transitional Housing

5-Year Strategic Plan

## Table of Contents

Introduction	Page 3
Vision, Mission, and Values	Page 4
Project Description	Page 5
Advisory Committee, Contractor, and Partners	Page 7
Funding	Page 9
Words and Phrases to Know	Page 10
Strategic Plan	Page 13
<ul style="list-style-type: none"><li>• Goal Area 1: Shelter</li><li>• Goal Area 2: Services</li><li>• Goal Area 3: Housing</li><li>• Goal Area 4: Advocacy</li></ul>	
Implementation	Page 15
<ul style="list-style-type: none"><li>• Identify funding to support the ongoing operations.</li><li>• Increasing or streamlining resources and services to people at risk of or experiencing homelessness within the participating cities and counties.</li><li>• Incorporating national best practices for ending homelessness.</li><li>• Eliminating racial disparities within homeless services within the service area.</li><li>• Creating pathways to permanent and supportive housing that is affordable to local populations experiencing or at risk of homelessness.</li></ul>	

## Introduction

In the summer of 2018 then Governor Kate Brown and Housing Policy Advisor James LaBar released a Housing Policy Agenda for Oregon addressing Housing Stability for Children, Veterans, and the Chronically Homeless. The Policy Agenda provides background information on families experiencing homelessness, the concern for growing homelessness in the Veterans community, the number of chronically homeless individuals, and a realization that homelessness is not just a problem in Oregon's big cities. It is here in rural eastern Oregon as well.

The Policy Agenda says the following about Rural Communities in Oregon:

Urban Oregonians are not the only people facing housing challenges. An analysis done by Oregon's Office of Economic Analysis (OEA) shows that rural housing affordability is a significant issue in Oregon. OEA found that the median household income in rural Oregon at \$41,098 is very similar to the median household income in the rural United States at \$42,174. However, while median household incomes are similar, the housing prices in rural Oregon are much higher than in the rural U.S. The median home value in rural Oregon is 30 percent higher than in the rural U.S. at \$151,500 compared to \$95,700, and median rents are 16 percent higher in rural Oregon than in the rural U.S. at \$580 compared to \$500.

Other themes heard throughout OHCS's outreach efforts for the Statewide Housing Plan were that the challenges related to housing stability and housing quality are present all across the state, not just in metropolitan areas, and that rural areas often face unique barriers to accessing resources due to limited capacity and infrastructure. The lack of building in rural communities has many causes, including but not limited to: lack of capacity of local governments to plan for and facilitate housing development; identifying buildable lands; local policies that disincentivize residential development; limited capacity or presence of local developers willing to work in rural communities; lack of construction labor/capacity to deliver the housing; and financial dynamics that make it difficult for rural housing developments to be viable.

Emerging law and case law (Martin v City of Boise) prompted the Oregon Legislature in 2021 to pass [House Bill 3115](#) which provides that local law regulating sitting, lying, sleeping, or keeping warm and dry outdoors on public property that is open to the public must be objectively reasonable as to time, place, and manner with regards to persons experiencing homelessness. In western Umatilla County a partnership has emerged bringing the cities of Hermiston, Umatilla, Echo, and Stanfield (HUES) together with Umatilla County to address these issues through Project PATH, a program designed to provide Practical Assistance through Transitional Housing (PATH). The intent is to bring together services to assist individuals and families facing homelessness with the objective to move them into and through transitional housing to permanent housing.

## Vision, Mission, and Values

Thanks to the Mid-Columbia Houseless Collaborative for the inspiration.

### **Vision:**

Project PATH envisions a region with equal opportunities and support, where everyone who needs stable housing can find and afford it – especially communities who have faced disproportionate barriers to housing – so everyone can achieve the best quality of life possible.

### **Mission:**

Through collaboration and advocacy, we work to reduce homelessness in western Umatilla County by expanding housing capacity and ensuring supportive services are provided in culturally affirming ways that uphold human dignity.

### **Values:**

*Compassion and humanity* are at the core of our work. As a collaborative, we recognize the hardships that homeless community members experience and the common humanity we all share, regardless of our housing status.

We value *collaboration and partnership*; working together helps us provide greater support to homeless and unstably housed community members.

*Advocacy* allows us to do more to support the vulnerable populations we serve when we champion strategic investments, projects, and policy changes.

We elevate *lived experience*. We cannot do this work without acknowledging the disproportionate barriers the housing crisis has created for communities of color and other traditionally marginalized populations. We cannot effectively advocate for solutions without lifting the voices of those who are or have been homeless.

We value *tenacity and perseverance*. Homelessness is a complex issue that cannot be solved overnight; we acknowledge that this work requires visionary leadership and resilience.

## Project Description

Project PATH brings together Umatilla County and the communities of Hermiston, Umatilla, Echo, and Stanfield (HUES) to address the issue of homelessness in west Umatilla County. It is envisioned to be a model program implemented to serve multiple communities that will, along with its contractor, provide a PATH from homelessness to transitional housing to permanent housing and along the way begin to address the myriad reasons that an individual or family may be experiencing homelessness that could include lack of work, mental health issues, or substance abuse issues. The Project PATH Advisory Committee members must also work to assure that various types of housing are available within their communities to not only support Project PATH but also provide a continuum of housing options to meet the requirements found in Oregon’s statewide planning program under Goal 10 Housing.

To implement a significant part of Project PATH’s Vision the Advisory Committee, through the City of Umatilla as the lead agency, will contract to provide a suite of services that will be available to participants within the HUES area. A major component of Project PATH is a facility on property owned by Umatilla County within the City of Umatilla to create a safe space for overnight or longer stays with support services available by referral or onsite. The Stepping Stones Alliance is the designated entity responsible for planning and delivering services for transitional housing and related support services to move an individual or family from homelessness to permanent housing. They are responsible for management of the Project PATH facility that includes a general building with offices, indoor common area(s), showers, and meal facilities; individual shelter units that can accommodate one to two people; and outdoor common areas securely fenced.

A continuum of services to support entry into transitional housing will be used to assist residents utilize various onsite and community services to move towards and into permanent housing. These types of services shall include the following:

- Provide 24 hour, 7-day a week, onsite staffing to support the project buildings that includes offices, residents’ showers, a food pantry, and a community kitchen. This includes managing the individual shelter units that will sleep one to two members.
- Educational Services including, but not limited to, coordination with members to receive their high school diploma or GED, counseling services to connect members with local or other traditional educational service providers (BMCC, EOU, and others), and connecting members with employer education services (such as CDL training, unemployment counselors, or workforce partnerships).
- Access to basic level medical, dental, and vision services.
- Access to transportation services to facilitate travel to work, educational programs, or other support services associated with Project PATH or deemed necessary for the member’s transition.
- Provision of, or connection to, services for persons with behavioral health conditions and/or substance use disorders.
- Care coordination and/or case management to support access to other needed services

that may include education, training, and onsite or offsite work.

Project PATH, through its contractor, will also provide Emergency Overnight Shelter for identified homeless individuals. A primary purpose of this program offering is to replace the Hermiston Warming Station through use of a dedicated area for these temporary facility users. They will have physically separate sleeping quarters but may have access to selected common and community areas (food pantry and showers as possible examples). Users of these services will need to comply with the entire facilities operational rules but will also have a subset of rules especially for them. This will also be the section of the facility used by law enforcement and emergency responders to house individuals who may be illegally camping in right-of-way, along designated trails, or in parks or have been treated at a local hospital or urgent care.



## Project PATH Advisory Committee, Primary Contractor, and Partners

A representative from Umatilla County along with the cities of Hermiston, Umatilla, Echo, and Stanfield comprise the Project PATH Advisory Committee. Working with the primary contractor, the Stepping Stones Alliance, the success of Project PATH will be achieved through partnerships and collaborative situations with other service providers to achieve multiple outcomes in moving clients through the program offerings with success achieved when the client finds permanent housing.

**Advisory Committee Members:**

Umatilla County	Dan Dorran, Commissioner
City of Hermiston	Byron Smith, Manager
City of Umatilla	Dave Stockdale, Manager
City of Echo	David Slaght, Administrator
City of Stanfield	Benjamin Burgener, Manager

**Primary Contractor: Stepping Stones Alliance**

Jesalyn Cole, Executive Director  
 Board Members (see the Stepping Stones Alliance website for a current list):  
 Cathy Lloyd, Board Chair and President  
 Michael Atkinson, Board Treasurer  
 Chuck Barnes, Board Vice Chair  
 Sandy Francis  
 Vacancy, Board Secretary  
 Phil Spicerkuhn  
 Roger Condie  
 Vacancy  
 Vacancy

**Project PATH Partners:** This listing is provided as a representation of the partners identified at the time of adoption of the Strategic Plan in Spring 2023. It is anticipated that this list of partners will grow and change over time. For a current listing of active partners in Project PATH and with Stepping Stones Alliance please refer to the Stepping Stones Alliance website.

Provided Service	Service Provider
Education	Blue Mountain Community College (BMCC) Hermiston High School (HHS)
Basic Medical, Dental, and Vision	
Transportation	Kayak (Service of the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) Umatilla Cab Umatilla County Public Transit

Behavioral Health/Substance Abuse Disorders	Community Counseling Solutions (CCS)
Care Coordination/Case Management	Oregon Department of Human Services (DHS) WorkSource Community Outreach Prevention Engagement Services (COPEs) Community Action Program of East Central Oregon (CAPECO)
<b>Value Added Services</b>	<b>Service Providers</b>
Services to Veteran's	Veteran's Service Office (VSO) Umatilla and Morrow Counties Supportive Services for Veterans Families (SSVF) within Blue Mountain Action Council (BMAC)
Transitional Housing for Parents	Martha's House
Fair Housing information and Enforcement	Fair Housing Council of Oregon
Transitional Housing Support Resources	Community Action Program of East Central Oregon (CAPECO)
Outreach and Referrals	Desert Rose Ministries
Domestic Violence Services	Domestic Violence Services (Hermiston)
Subsidized Permanent Housing	Umatilla Housing Authority
<b>Community Partner Services</b>	<b>Service Providers</b>
Law Enforcement support and response	Umatilla Police Department Hermiston Police Department Umatilla County Sheriff's Office
Faith Based Support	Hermiston Faith-Based Advisory Committee Church of Jesus Christ of Latter-Day Saints New Hope Faith Presbyterian Church
Disabled/Developmentally Disadvantaged	ARC of Umatilla County
Hispanic Community Support	Hermiston Hispanic Advisory Committee
Civic Outreach	Rotary Kiwanis Altrusa Lions
Community and Business Sponsorship	Amazon Web Services Good Shepherd Community Health Foundation

## FUNDING

Project PATH will be initially funded primarily through the Oregon Department of Administrative Services with funds from [House Bill 4123](#) (2022). Future funding is anticipated to come from a variety of sources including funding from the Contractor, funds obtained through various granting opportunities, general fund sources of the partner agencies, and other funding sources identified to support the variety of services that will be offered. Once this initial funding is expended the Project Path Advisory Committee will need to identify ongoing funding sources and mechanisms to assure Project PATH's success. This could include actions outside of this Strategic Plan within each HUES community and Umatilla County to assure a variety of housing opportunities as envisioned under the statewide planning programs Goal 10. Working with the Umatilla County Housing Authority and local housing developers new housing projects should have available housing for individuals and families working through transitional housing to permanent housing solutions.

The Stepping Stones Alliance brought to the project funds secured through the American Recovery Plan, Amazon Web Services, Good Shepherd Community Foundation Grant, a Fair Housing Grant, a donation from the Church of Jesus Christ of Latter Day Saints, and individual donations. Ongoing funding will need to be planned for and obtained through grants, fundraisers, and work projects that can be developed. Projects throughout the country provide examples of funding opportunities through the creation of stores, service companies, and similar opportunities.

The Project PATH HUES communities, Umatilla County, and the Stepping Stones Alliance are all required to adopt annual budgets which will include funding for necessary annual activities or address how services of the Stepping Stones Alliance will be accomplished.

## Words and Phrases to Know

Thanks to the Mid-Columbia Houseless Collaborative for the inspiration.

**Affordable and Accessible Housing:** Housing that includes features that make it usable for people with disabilities or limited mobility and allows residents to spend no more than 30% of their income to live there.

**Area Median Income (AMI):** The household income for the “middle” household in a geographic region. Half of the families in a region earn more than the AMI, and half earn less. The U.S. Department of Housing and Urban Development calculates and defines the AMI for specific geographic areas across the county every year. Housing providers then use this number as a reference point when setting local income and affordability requirements for available housing units.

**Acquisition and Rehabilitation/Rehab:** The process of gaining ownership and management rights over a real estate property and renovating existing units rather than developing new units. Acquisition and rehab are valuable tools used by proponents of affordable housing and preservation.

**BIPOC:** An acronym that stands for “Black, Indigenous, and people of color.” This is a term used to describe communities of color, while centering the experience of Black and Indigenous people, who experience disproportionately high institutional barriers.

**Chronically Homeless:** Experiencing homelessness for at least a year, or repeatedly over time, while struggling with a disabling condition like a serious mental illness, substance use disorder, or physical disability.

**Coordinated Entry:** A process developed to ensure that all people experiencing a housing crisis have fair and equal access to resources and are quickly assessed for, referred, and connected to housing and other assistance based on their vulnerabilities and strengths.

**Culturally Responsive/Culturally Specific Services:** Being able to understand and consider the different cultural backgrounds of clients, and respecting clients’ customs, experiences, perspectives, and language when assisting them to access resources.

**Equity/Equitable:** While an Equal approach means giving everyone the same resources, an equitable approach acknowledges that each person has different circumstances, needs, and institutional barriers they have faced. Equity means allocating resources and opportunities in a way that creates equal outcomes.

**Equal Opportunity:** While equity creates equal outcomes equal opportunity requires treating people without discrimination particularly based on race, sex, age, or disability. It provides an equal playing field.

**Goal 10 Housing:** As one of 14 statewide planning goals, Goal 10 directs cities to allow a variety of housing locations, types, and densities. In the context of this Strategic Plan Goal 10 is defined as one mechanism that can be used to assure a supply of housing to meet a variety of needs, including housing in support of Project PATH and its stated objectives and priorities.

**Guest:** An individual who stays at the Emergency Overnight Shelter.

**Homeless/Homelessness:** Lacking a place to live.

**Houselessness:** An alternative to homelessness is houselessness because many people who are or have been unhoused prefer it. This is because “home” is more than a building where a person lives; it represents community, social connections, memories, friends, family, or more. People who lack a physical house often still identify strongly with a place they call home.

**Housing Stabilization:** The process of connecting to a wide range of individualized services – not just those that are directly related to housing – that help facilitate a person’s ability to find and/or stay in housing.

**HUES:** This refers to the municipalities of Hermiston, Umatilla, Echo, and Stanfield.

**Impact Fees:** Fees charged to property developers by local governments for the new infrastructure that must be built to accommodate new development.

**Individual Shelter Units (ISU):** A small one- to two-person unit designed to provide a secured sheltered area for sleeping and limited personal items.

**Jail Diversion:** Community-based services that are designed to keep individuals, especially those with behavioral health issues, from becoming incarcerated by connecting them to other community-based resources like mental health support, substance abuse services, employment services, and housing. Jail diversion aims to minimize the contact individuals have with law enforcement and help them avoid or reduce jail time.

**LGBTQ+:** An abbreviation for lesbian, gay, bisexual, transgender, queer or questioning, and more. These terms are used to describe a person’s sexual orientation or gender identity.

**Lived Experience (with homelessness):** Personal knowledge about homelessness that has been gained because of going through homelessness first-hand rather than through representations constructed by others.

**Medical Respite:** Medical respite care is short-term residential care for people experiencing homelessness who are too ill or frail to recover from an illness or injury on the streets, but not ill enough to be in a hospital. Medical respite care helps people rest and recover in a safe environment while accessing medical care and other supportive services.

**Member:** An individual who is participating in services provided through Project PATH and the Stepping Stones Alliance. They may also have an agreement to use an Individual Shelter Unit.

**Point in Time Count:** Also known as the PIT Count, this is the annual count of sheltered and unsheltered people experiencing homelessness across the United States during the last ten days of January.

**Preservation:** The process of retaining existing affordable housing, whether at subsidized or fair market costs, and protecting its affordability for current and future tenants.

**Rapid Re-Housing:** A type of housing assistance that quickly helps people experiencing homelessness to get into housing with the help of application fees, security deposit funding, time-limited rent assistance, incentives to encourage landlords to place clients in their units, and case management services.

**Reintegration After Incarceration:** The process a person goes through to re-enter society and become a productive member of the community after serving time in jail or prison.

**Services/Supportive Services:** Aid that makes it easier for someone to get into and stay in housing long-term by enhancing their overall way of living. Examples include help directly related to housing – such as rent assistance – or other resources, such as reliable transportation, affordable childcare, food assistance, training in budgeting and money management, health care, job training, mental health services, or substance abuse treatment.

**Supportive Housing:** The combination of ongoing affordable housing assistance, such as rent subsidies, with flexible and supportive services for people experiencing homelessness. The goal of supportive housing is to help people stay housed and live a more productive life in the community. There are multiple models of supportive housing: it could include the construction or renovation of new housing, setting aside units in privately-owned buildings, or leasing individual apartments throughout a specific geographic area where clients can receive services from supportive case managers.

**Traditional Health Workers:** Frontline public health workers who work in a health care clinic or community to assist individuals to achieve positive, health-related outcomes. Examples of traditional health workers include community health workers, personal health navigators, peer support specialists, and peer wellness specialists. Traditional health workers may have a particular specialty area or background, such as being a peer support specialist who uses their personal experience recovering from addiction to help a client struggling with a substance use disorder. Or they may promote health on a more holistic level by helping clients navigate multiple supportive services, including those that are not related to health care but contribute to overall well-being and stability.

## Strategic Plan

Thanks to the Mid-Columbia Houseless Collaborative for the inspiration.

To meet the Mission, Vision, and Values identified in this planning document the Project PATH Advisory Board has identified the following Goals and strategies.

### Goal Area 1: Shelter

Objective: Assure that shelter is available in west Umatilla County serving the HUES communities. Support the Stepping Stones Alliance in providing shelter services.

Strategic Priorities:

1. The Project PATH Advisory Committee will work to improve coordination with service providers.
2. Identify and prioritize funding for shelter, rehousing, and staff. This includes funding for the Stepping Stones Alliance and their work as a contractor to Project PATH.

### Goal Area 2: Services

Objective: Ensure the supportive services delivered in west Umatilla County meet client needs.

Strategic Priorities:

1. Increase accessibility of services with a focus on needs identified by clients.
2. Address gaps in services for the homeless and those at risk of homelessness.
3. Strengthen communication between service providers.
4. Invest in transportation networks to allow those seeking services to get to appointments, work, or other aspects of life's needs.
  - a. Coordinate transportation services to include various Kayak routes and revisions to routes, services provided by local cab or other similar operators, and invest in vehicles as appropriate and available.
  - b. Assure that future updates to the Umatilla County and HUES communities Transportation System Plans include transit and related components with reference to transportation needs related to the homeless and those at risk of homelessness.
  - c. Invest in the required transportation connections imposed by the land use decision for the Project PATH facility in the City of Umatilla which includes a connection to the proposed Umatilla River Trail system connecting the HUES communities.

### Goal Area 3: Housing

Objective: Preserve and expand affordable, accessible housing.

Strategic Priorities:

1. Increase the supply of housing units that low-income households can afford.
2. Use preservation, acquisition, and rehabilitation to protect the region's existing supply of affordable, accessible housing.
3. Prioritize access to affordable, accessible housing units for communities of color and other traditionally underserved populations.
4. Educate elected officials, community leaders, and the public about why our region needs more affordable and accessible housing.
5. Assure that the participating communities have Comprehensive Plans with policies

supportive of needed housing at a variety of price ranges and rent levels.

Goal Area 4: Advocacy

Objective: Advocate, engage the community, and build support for the region’s efforts to address homelessness.

Strategic Priorities:

1. Communicate to build awareness and support.
2. Use accurate data to inform people of the realities of homelessness and to address opposition to the Advisory Committee’s priorities.
3. Advocate for funding and policies that support the Advisory Committee’s strategic investments both in our individual communities and the HUES area collaboratively.

The Stepping Stones Alliance has identified that their work will focus on Connecting, Developing, and Supporting. These actions support the Goals, Objectives, and Strategic Priorities identified by the Project PATH Advisory Committee.

Annually the Project PATH Advisory Committee will review this Strategic Plan and if warranted will make changes to assure that these Goals, Objectives, and Strategic Priorities are implemented successfully. The first Strategic Plan was adopted by all five participating jurisdictions through their governing body. Any changes would also need to be adopted by all five governing bodies.



## Implementation

To meet the guidelines of HB 4123 funding the following implementation requirements are to be included in this Strategic Plan. They are as follows:

1. Identify funding to support the ongoing operations.  
This is addressed earlier in the Strategic Plan under the heading Funding. Ongoing work will be required to assure the longevity of both Project PATH and the Stepping Stones Alliance.
2. Increasing or streamlining resources and services to people at risk of or experiencing homelessness within the participating cities and counties.  
Project PATH has identified several Goals, Objectives, and Strategic Priorities that work to assure resources and services are available to those at risk of or experiencing homelessness. While many services have been available within the HUES communities historically this is the first-time coordination of services is being done with the involvement of local cities and the county.

The Stepping Stones Alliance, the Project PATH selected contractor to implement and coordinate delivery of the services, has three components to the program that includes a sleep center, navigation center, and housing center. Individuals generally and most often would enter the program through the emergency overnight shelter which provides night to night shelter. Once established in the program, engagement would occur in the navigation center where needed services and access to resources are available to active members and delivered during all operational hours by staff, community partners, and volunteers. The housing center will initially offer 20 individual shelter units for participants engaged with navigation center resources.

3. Incorporating national best practices for ending homelessness.  
Homelessness continues to increase across the HUES Communities, the State of Oregon, and nationally. There are a number of programs and service providers that are doing exemplary work and seeing success in moving participants from homelessness into transitional housing and eventually into permanent housing. But providing that initial shelter is not enough. It requires a continuum of services to address a wide range of concerns and problems that the homeless may be facing that includes access to mental health services, transportation services, job training, and shelter. It also requires working to establish affordable and accessible housing for individuals and families seeking to make the transition. Or in some cases providing that bridge from the edge of the abyss to the promise of a home.
4. Eliminating racial disparities within homeless services within the service area.  
The Project PATH Advisory Committee members need to assure that services and materials offered by them, and any partners, are available in English and Spanish. Regionally work with potential partner agencies to assure that offered services are

available without limitations based on racial or other potentially discriminating factors.

Several key Stepping Stone Alliance staff are multilingual. Publications and social media are being provided in English and Spanish. Operation of the Project PATH facility will be done as a low barrier shelter lowering or eliminating barriers to shelter and services.

5. Creating pathways to permanent and supportive housing that is affordable to local populations experiencing or at risk of homelessness.  
Project PATH Advisory Committee communities will continue to work on housing opportunities as outlined in Oregon’s statewide planning program Goal 10 and the multitude of measures that are being created through legislation and policy work by the State of Oregon. Implementation of the Goals identified earlier in this Strategic Plan will also work to build a larger and more stable supply of affordable and accessible housing options.

Stepping Stones Alliance is partnering with CAPECO and the Umatilla County Housing Authority to create opportunities for permanent housing. Plans include development of larger transitional housing moving to permanent housing over time.



*Where Life is Sweet*

Mayor and Members of the City Council  
**STAFF REPORT**  
For the Meeting of May 22, 2023

**Title/Subject**

April 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 approval/acceptance of the April 2023 Financial Report as presented.

Request a motion to approve/accept the April 2023 Financial Report as presented.

**Submitted By:**

Mark Krawczyk, Director of Finance

---

# April 2023 Financial Report

---



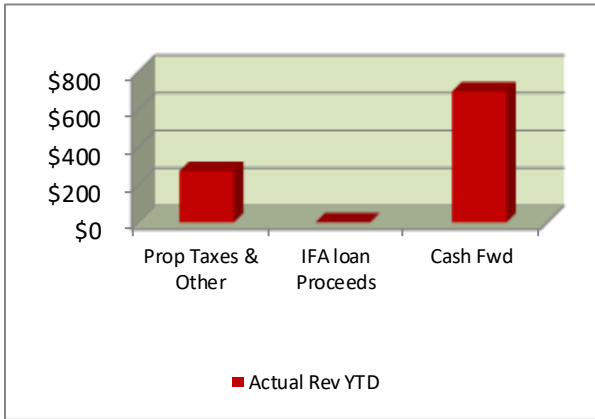
Department of Finance  
April 2023  
(Unaudited)

# FY2022-2023 Monthly Financial Report

## Hermiston Urban Renewal Agency (HURA)

For the Month Ending April 30, 2023

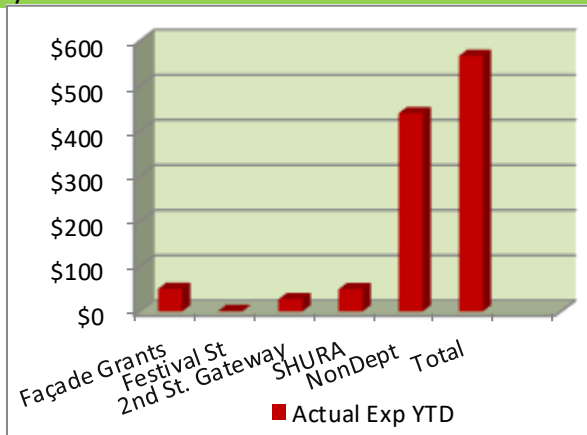
### Resources Through April 30, 2023 by Category



	Annual Proj Rev	Actual Rev YTD	% Var
Prop Taxes & Other	\$ 271	272	100%
IFA loan Proceeds	\$ 496	0	0%
Cash Fwd	\$ 695	695	100%
<b>Total</b>	<b>\$ 1,462</b>	<b>\$ 967</b>	<b>66%</b>

Note: Variance is calculated as % of revenue YTD

### Expenditures Through April 30, 2023 by Character (in \$1,000)



	Annual Proj Exp	Actual Exp YTD	% Var
Façade Grants	\$ 50	50	100%
Festival St	\$ 5	1	20%
2nd St. Gateway	\$ 400	27	7%
SHURA	\$ 496	49	10%
NonDept	\$ 511	439	86%
<b>Total</b>	<b>\$ 1,462</b>	<b>\$ 566</b>	<b>39%</b>

Note: variance is calculated as % of expenses YTD.

The FY2022-23 budget for the Urban Renewal Agency is \$ 1,461,762. This includes \$50,000 for Façade Grants, \$5,000 for the Festival Street, \$400,000 for construction of the 2<sup>nd</sup> Street Gateway project, \$496,000 for the beginning of the SHURA project, and \$190,662 for Non-Departmental expenses.

**Property tax revenues collection totaled \$1,318 for April**, bringing total revenue collected to date of \$272,247. You will also note the inclusion of the IFA loan proceeds for SHURA.

# FY2022-2023 Monthly Financial Report

Section 9, Item C.

City of Hermiston, Oregon

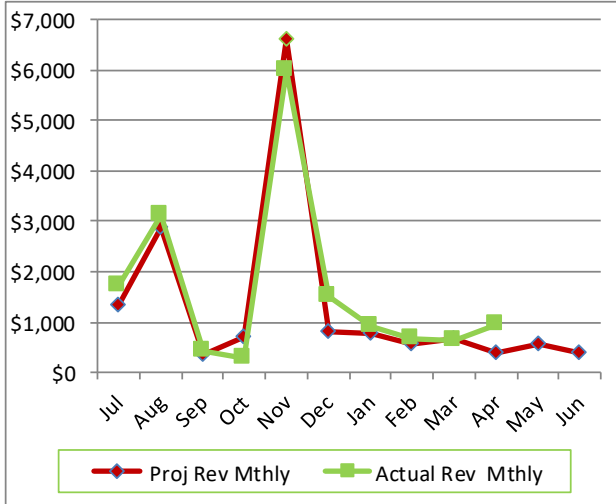
General Fund Resources

For the Month Ending April 30, 2023

## General Fund Resources Summary

Through April 30, 2023

(in \$1,000)



	Proj Rev Mthly	Rev Proj Mthly	Actual Rev Mthly	Var Fav/ (Unfav)	% Var
Jul	\$ 1,337	\$ 1,337	\$ 1,731	\$ 394	29%
Aug	\$ 2,869	\$ 2,869	\$ 3,133	\$ 264	9%
Sep	\$ 354	\$ 354	\$ 445	\$ 91	26%
Oct	\$ 704	\$ 704	\$ 295	\$ (408)	-58%
Nov	\$ 6,614	\$ 6,614	\$ 5,983	\$ (631)	-10%
Dec	\$ 814	\$ 814	\$ 1,526	\$ 711	87%
Jan	\$ 792	\$ 792	\$ 903	\$ 111	14%
Feb	\$ 577	\$ 577	\$ 670	\$ 92	16%
Mar	\$ 688	\$ 688	\$ 640	\$ (48)	-7%
Apr	\$ 391	\$ 391	\$ 946	\$ 555	142%
May	\$ 559	\$ -	\$ -	\$ -	
Jun	\$ 399	\$ -	\$ -	\$ -	
<b>Total YTD</b>	<b>16,100</b>	<b>15,142</b>	<b>16,271</b>	<b>1,131</b>	<b>7.5%</b>
Cash Fwd	1,102	-	-	-	0%
<b>Total</b>	<b>\$ 17,202</b>	<b>\$ 15,142</b>	<b>\$ 16,271</b>	<b>\$ 1,131</b>	<b>7.5%</b>

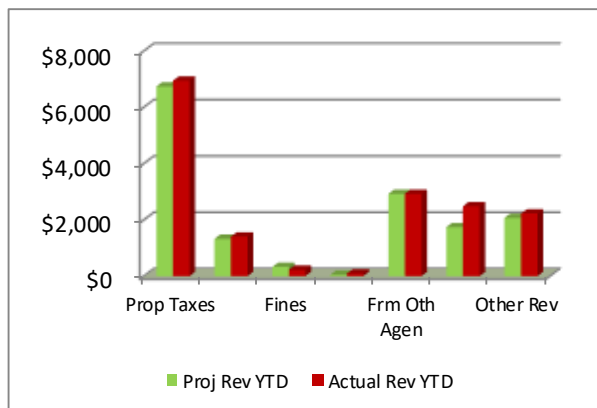
Estimated General Fund revenues for the 2022-23 fiscal year are **\$17,200,838**. Projected revenues for March were **\$391,021**, compared to actual revenues of **\$945,951**, a positive variance of **\$554,931**. The fund is currently **\$1,130,158** more than projected through April YTD.

## General Fund - All Resources by Category

Through April 30, 2023

by Category

(in \$1,000)



	Annual Proj Rev	Proj Rev YTD	Actual Rev YTD	Var Fav/ (Unfav)	% Var
Prop Taxes	\$ 6,928	\$ 6,733	\$ 6,942	\$ 209	3%
Lic & Fran	\$ 1,435	\$ 1,322	1,404	82	6%
Fines	\$ 400	\$ 325	222	(104)	-32%
Interest Rev	\$ 50	\$ 43	86	43	99%
Frm Oth Agen	\$ 3,107	\$ 2,917	2,918	1	0%
Svc Chgs	\$ 2,008	\$ 1,736	2,478	742	43%
Other Rev	\$ 2,171	\$ 2,064	2,221	158	8%
Cash Fwd	\$ 1,102	\$ -	-	-	0%
<b>Total</b>	<b>\$17,201</b>	<b>\$ 15,141</b>	<b>\$ 16,271</b>	<b>\$ 1,130</b>	<b>7.5%</b>

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

# FY2022-2023 Monthly Financial Report

Section 9, Item C.

City of Hermiston, Oregon

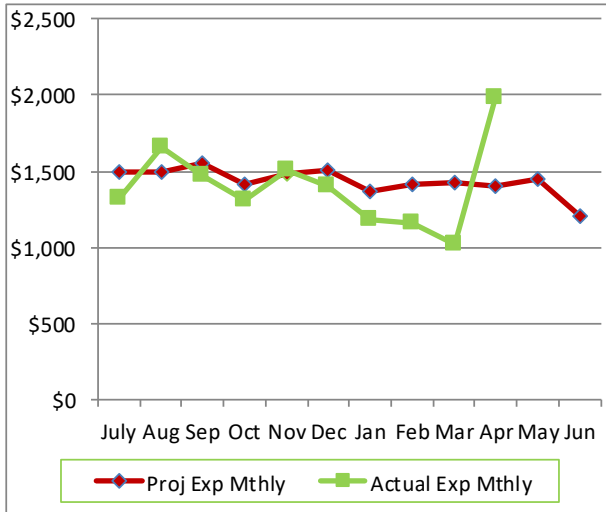
General Fund Expenditures

For the Month Ending April 30, 2023

## General Fund Expenditure Summary

Through April 30, 2023

(in \$1,000)



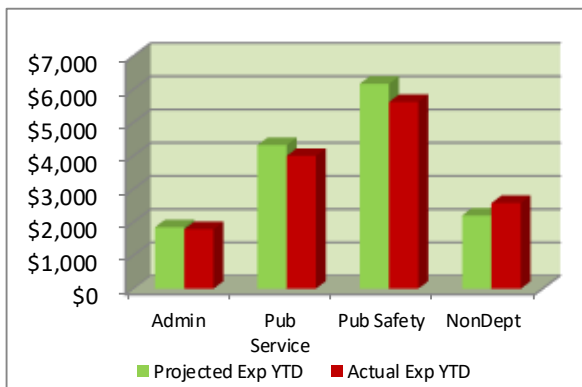
	Proj Exp Mthly	Proj Exp	Actual Exp Mthly	Var Fav/ (Unfav)	% Var
July	\$ 1,489	\$ 1,489	\$ 1,324	\$ 166	11%
Aug	\$ 1,493	\$ 1,493	\$ 1,653	\$ (160)	-11%
Sep	\$ 1,551	\$ 1,551	\$ 1,473	\$ 78	5%
Oct	\$ 1,416	\$ 1,416	\$ 1,304	\$ 113	8%
Nov	\$ 1,487	\$ 1,487	\$ 1,502	\$ (15)	-1%
Dec	\$ 1,509	\$ 1,509	\$ 1,397	\$ 112	7%
Jan	\$ 1,363	\$ 1,363	\$ 1,185	\$ 177	13%
Feb	\$ 1,411	\$ 1,411	\$ 1,160	\$ 251	18%
Mar	\$ 1,426	\$ 1,426	\$ 1,021	\$ 405	28%
Apr	\$ 1,406	\$ 1,406	\$ 1,979	\$ (572)	-41%
May	\$ 1,445			\$ -	
Jun	\$ 1,205			\$ -	
<b>Total YTD</b>	<b>17,201</b>	<b>14,551</b>	<b>13,999</b>	<b>553</b>	<b>3.8%</b>
Contngcy		-	-	-	0%
<b>Total</b>	<b>\$ 17,201</b>	<b>\$ 14,551</b>	<b>\$ 13,999</b>	<b>\$ 553</b>	<b>3.8%</b>

Projected General Fund monthly expenditures for March were **\$1,406,439**. Actual expenditures were **\$1,978,588**, which is **\$572,149 more** than projected for a **variance of 40.1%** for the month, and a positive **3.8% year-to-date**. This variance is mainly due to the transfer of funds from the General Fund to the City Hall Construction Fund to be able to close that fund out.

## General Fund Expenditures by Consolidated Department

Through April 30, 2023

(in \$1,000)



	Annual Proj Exp	Projected Exp YTD	Actual Exp YTD	Var Fav/ (Unfav)	% Var
Admin	\$ 2,201	1,852	1,793	59	3%
Pub Service	5,157	4,325	3,999	326	8%
Pub Safety	7,199	6,171	5,624	547	9%
NonDept	2,644	2,203	2,582	(379)	-17%
Unapp	-	-	-	-	0%
<b>Total</b>	<b>\$17,201</b>	<b>\$ 14,551</b>	<b>\$ 13,999</b>	<b>\$ 553</b>	<b>3.8%</b>

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

# FY2022-2023 Monthly Financial Report

Section 9, Item C.

## General Fund Expenditure Detail For the Month Ending April 30, 2023

### General Fund Expenditures by Department

	Annual Projected			Var Fav/ (Unfav)	% Var Fav/ (Unfav)
	Exp	Projected Exp YTD	Actual Exp YTD		
City Council	67,127	62,107	51,900	10,207	16%
City Manager/Legal	1,031,513	859,594	853,560	6,034	1%
City Planning	443,872	369,893	352,719	17,174	5%
Finance	659,029	560,777	534,780	25,997	5%
<b>Total Administration</b>	<b>2,201,541</b>	<b>1,852,371</b>	<b>1,792,959</b>	<b>59,412</b>	<b>3%</b>
Transportation	411,800	342,626	338,767	3,859	1%
Airport	380,000	298,639	301,830	(3,191)	-1%
Bldg Inspection	603,257	526,526	443,696	82,830	16%
Parks	735,081	623,568	601,932	21,636	3%
Parks/Utility Landscaping	67,061	50,140	26,332	23,808	47%
Pool	587,315	439,007	404,901	34,106	8%
Municipal Buildings	145,973	121,644	121,671	(27)	0%
Library	1,028,515	877,752	762,414	115,338	13%
Recreation	877,059	763,050	795,447	(32,397)	-4%
Community Center	256,822	225,373	150,039	75,334	33%
Harkenrider Center	64,264	56,514	52,179	4,335	8%
<b>Total Public Services</b>	<b>5,157,147</b>	<b>4,324,839</b>	<b>3,999,208</b>	<b>325,631</b>	<b>8%</b>
Court	835,778	720,905	523,792	197,113	27%
Public Safety Center	62,000	53,487	48,591	4,896	9%
Police Operations	6,300,785	5,396,655	5,051,601	345,054	6%
<b>Total Public Safety</b>	<b>7,198,563</b>	<b>6,171,047</b>	<b>5,623,984</b>	<b>547,063</b>	<b>9%</b>
Non-Departmental	2,643,587	2,202,989	2,582,379	(379,390)	-17%
Unappropriated	0	0	0	0	0%
<b>Total Non-Dept</b>	<b>2,643,587</b>	<b>2,202,989</b>	<b>2,582,379</b>	<b>(379,390)</b>	<b>-17%</b>
<b>Total</b>	<b>17,200,838</b>	<b>14,551,246</b>	<b>13,998,530</b>	<b>552,716</b>	<b>3.8%</b>

For April of FY2023, **Total Administration** is \$59,412 less than projected for the month. **Total Public Services** are \$325,631 less than projected this month. **Public Safety** is \$547,063 less than projected for April. **Non-Departmental** is \$379,390 more than projected for the month. The total **General Fund expenses** are \$552,716 less than projected through the nine months to-date of FY2023.



# FY2022-2023 Monthly Financial Report

Section 9, Item C.

## Fund Balance - General Fund

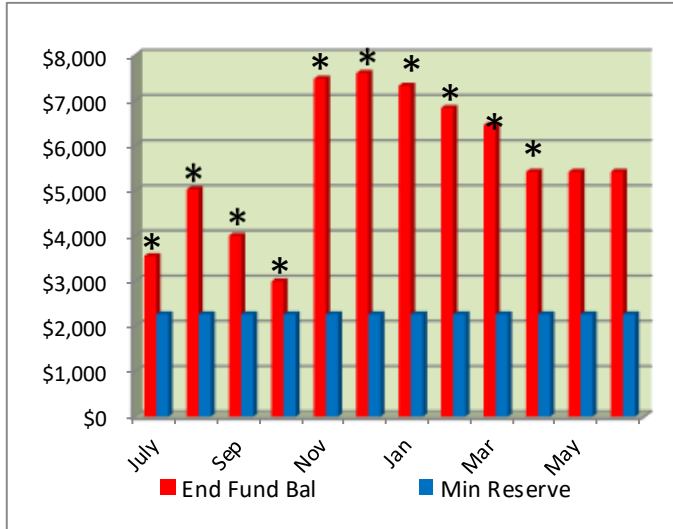
For the Month Ending April 30, 2023

### General Fund

Through April 30, 2023

Ending Fund Balance

(in \$1,000)



	Begin Fund			End Fund	ACT/PROJ
	Bal	Revenue	Expense	Bal	Fund Bal
July	\$ 3,144	\$ 1,731	\$ (1,324)	\$ 3,551	ACT*
Aug	\$ 3,551	\$ 3,133	\$ (1,653)	\$ 5,031	ACT*
Sep	\$ 5,031	\$ 445	\$ (1,473)	\$ 4,003	ACT*
Oct	\$ 4,003	\$ 295	\$ (1,304)	\$ 2,995	ACT*
Nov	\$ 2,995	\$ 5,983	\$ (1,502)	\$ 7,475	ACT*
Dec	\$ 7,475	\$ 1,526	\$ (1,397)	\$ 7,604	ACT*
Jan	\$ 7,604	\$ 903	\$ (1,185)	\$ 7,321	ACT*
Feb	\$ 7,321	\$ 670	\$ (1,160)	\$ 6,831	ACT*
Mar	\$ 6,831	\$ 640	\$ (1,021)	\$ 6,449	ACT*
Apr	\$ 6,449	\$ 946	\$ (1,979)	\$ 5,417	ACT*
May	\$ 5,417	\$ -	\$ -	\$ 5,417	PROJ
June	\$ 5,417	\$ -	\$ -	\$ 5,417	PROJ
<b>Total</b>	<b>\$ 3,144</b>	<b>\$ 16,271</b>	<b>\$ 13,999</b>	<b>\$ 33,414</b>	

Minimum Reserve = \$2,264,700

Last Year Minium Reserve was \$2,150,851

The General Fund balance at the end of April for FY2023 is approximately **\$5,417,000**, which is **\$3,152,300** more than the current Minimum Reserve requirement of **\$2,264,700** (or **1.39 times the minimum reserve**).

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

# FY2022-2023 Monthly Financial Report

Section 9, Item C.

## Special Revenue Funds Report For the Month Ending April 30, 2023

### Special Revenue Funds Resources & Requirements

	2022-23 Annual Budget	Actual YTD	Remaining Budget
<b>02 Bonded Debt Fund</b>			
Resources	634,018	505,709	128,309
Expenditures	531,720	498,409	33,311
Unappropriated Balance	102,298	N/A	N/A
<b>05 Transient Room Tax (TRT)</b>			
Resources	998,800	1,070,714	71,914
Expenditures	998,800	953,642	45,158
Unappropriated Balance	-	N/A	N/A
<b>08 Reserve Fund</b>			
Resources	21,968,083	6,146,763	15,821,320
Expenditures	20,873,689	5,610,774	15,262,915
Unappropriated Balance	1,094,394	N/A	N/A
<b>11 Miscellaneous Special Revenue</b>			
Resources	141,000	59,132	81,868
Expenditures	141,000	104,115	36,885
Unappropriated Balance	-	N/A	N/A
<b>19 Christmas Express Special Revenue</b>			
Resources	35,000	20,679	14,321
Expenditures	35,000	20,999	14,001
Unappropriated Balance	-	N/A	N/A
<b>20 Law Enforcement Special Revenue</b>			
Resources	84,014	13,426	70,588
Expenditures	65,000	13,682	51,318
Unappropriated Balance	19,014	N/A	N/A
<b>21 Library Special Revenue</b>			
Resources	33,000	4,331	28,669
Expenditures	3,300	1,066	2,234
Unappropriated Balance	29,700	N/A	N/A
<b>23 Enterprise Zone Project Fund</b>			
Resources	1,648,699	620,000	1,028,699
Expenditures	1,648,699	1,005,325	643,374
Unappropriated Balance	763,374	N/A	N/A
<b>25 EOTEC Operations</b>			
Resources	956,316	614,127	342,189
Expenditures	956,316	685,041	271,275
Unappropriated Balance		N/A	N/A
<b>26 IT Services</b>			
Resources	806,000	648,326	157,674
Expenditures	806,000	665,369	140,631
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.

# FY2022-2023 Monthly Financial Report

## Utility and Street Funds Report

### For the Month Ending April 30, 2023

#### Utility and Street Funds Report

##### Resources & Expenditures

	2022-2023		Actual YTD	Variance	
	Annual Budget	Projected YTD		Fav/(Unfav)	% Variance
<b>04 Street Fund</b>					
Resources	2,004,007	1,638,473	1,320,055	(318,418)	-19%
Expenditures	1,974,007	1,645,006	1,235,828	409,178	25%
Contingency	30,000	N/A	N/A	N/A	N/A

<b>06 Utility Fund</b>					
Resources	11,806,391	8,979,583	9,651,328	671,745	7%
Expenditures	10,817,381	9,014,484	8,151,369	863,115	10%
Contingency	989,010	N/A	N/A	N/A	N/A

<b>13 HES Fund</b>					
Resources	12,495,134	8,175,000	9,366,675	1,191,675	15%
Expenditures	9,945,430	8,287,858	7,688,722	599,136	7%
Contingency	2,549,704	N/A	N/A	N/A	N/A

<b>15 Regional Water Fund</b>					
Resources	1,874,653	1,125,833	1,041,162	(84,671)	-8%
Expenditures	1,206,031	1,005,026	802,829	202,197	20%
Contingency	668,622	N/A	N/A	N/A	N/A

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

Revenues for the **Street Fund** are **\$318,418** less than projected. Expenditures are **\$409,178** below projected.

Revenues in the **Utility Funds** are **\$671,745** above projected. Expenditures are **\$863,115** below projected.

The **HES Fund** revenue is **\$1,191,675** more than projected. Expenditures are **\$599,136** below projected.

The **Regional Water Fund** revenues are **\$84,671** less than projected. Expenditures are **\$202,197** below projected.

# FY2022-23 Monthly Financial Report

## City of Hermiston, Oregon

### Utilities/Streets Capital Projects Report

#### For the Month Ending April 30, 2023

	2022-2023 Budget	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 125,000	\$ -	\$ 1,500,000	\$ 11,062	0.74%
N. 1st Place Reconstruction	\$ 4,500,000	\$ 254,012	\$ 4,500,000	\$ 336,012	7.47%
Well #5 Water System Improvements	\$ 520,000	\$ 249,197	\$ 520,000	\$ 55,878	10.75%
Well #6 Backup Generator	\$ 320,000	\$ 62,042	\$ 380,000	\$ 103,971	27.36%
N. 1st Place Water Line Replacement	\$ 100,000	\$ 280,575	\$ 800,000	\$ 306,583	38.32%
Gladys & Main Waterline Replacement	\$ 100,000	\$ -	\$ 1,180,000	\$ -	0.00%
Lift Station #6 Reconstruction	\$ 620,000	\$ 591,617	\$ 620,000	\$ 623,205	100.52%
McDonald's & 395 Sewer Main Replacement	\$ 330,000	\$ 3,357	\$ 330,000	\$ 25,357	7.68%
Lift Station #3 Upgrade	\$ 1,430,000	\$ 1,078,322	\$ 1,430,000	\$ 1,437,396	100.52%
Penney Ave Roadway Improvement	\$ 1,193,200	\$ 279,323	\$ 1,193,200	\$ 279,323	23.41%
AWS System Expansion - RWS	\$ 3,949,400	\$ 1,567,095	\$ 3,949,400	\$ 1,567,095	39.68%
AWS Cooling Discharge	\$ 805,000	\$ 129,449	\$ 805,000	\$ 129,449	16.08%
<b>Total</b>	<b>\$ 13,187,600</b>	<b>\$ 4,365,540</b>	<b>\$ 16,402,600</b>	<b>\$ 4,745,882</b>	<b>28.93%</b>

**Geer & Harper Re-alignment**

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 1<sup>st</sup> Place Reconstruction**

North 1<sup>st</sup> 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: North 1<sup>st</sup> Place construction has started.**

**Well #5 Water System Improvements**

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 has purchased all the materials and has begun laying pipe for the new main extension to the Northwest for the new connection at Geer & Theater. This will be a relatively long project, as the contractor has started on the piping portion of the project but will have to wait until after irrigation season to do the work to the actual well pumps and motors.

**Well #6 Backup Generator**

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: Project still delayed by supply-chain issues holding up actual delivery of the generator. Now anticipated delivery to occur in late Spring '23.

# FY2022-23 Monthly Financial Report

Section 9, Item C.

## City of Hermiston, Oregon Utilities/Streets Capital Projects Report For the Month Ending April 30, 2023

	2022-2023 Budget	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 125,000	\$ -	\$ 1,500,000	\$ 11,062	0.74%
N. 1st Place Reconstruction	\$ 4,500,000	\$ 254,012	\$ 4,500,000	\$ 336,012	7.47%
Well #5 Water System Improvements	\$ 520,000	\$ 249,197	\$ 520,000	\$ 55,878	10.75%
Well #6 Backup Generator	\$ 320,000	\$ 62,042	\$ 380,000	\$ 103,971	27.36%
N. 1st Place Water Line Replacement	\$ 100,000	\$ 280,575	\$ 800,000	\$ 306,583	38.32%
Gladys & Main Waterline Replacement	\$ 100,000	\$ -	\$ 1,180,000	\$ -	0.00%
Lift Station #6 Reconstruction	\$ 620,000	\$ 591,617	\$ 620,000	\$ 623,205	100.52%
McDonald's & 395 Sewer Main Replacement	\$ 330,000	\$ 3,357	\$ 330,000	\$ 25,357	7.68%
Lift Station #3 Upgrade	\$ 1,430,000	\$ 1,078,322	\$ 1,430,000	\$ 1,437,396	100.52%
Penney Ave Roadway Improvement	\$ 1,193,200	\$ 279,323	\$ 1,193,200	\$ 279,323	23.41%
AWS System Expansion - RWS	\$ 3,949,400	\$ 1,567,095	\$ 3,949,400	\$ 1,567,095	39.68%
AWS Cooling Discharge	\$ 805,000	\$ 129,449	\$ 805,000	\$ 129,449	16.08%
<b>Total</b>	<b>\$ 13,187,600</b>	<b>\$ 4,365,540</b>	<b>\$ 16,402,600</b>	<b>\$ 4,745,882</b>	<b>28.93%</b>

### **North 1<sup>st</sup> Place Water Line Replacement**

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: : Construction has started.**

### **Gladys & Main Waterline Replacement**

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:** This project is being pushed back to occur in late 2023 due to internal staff capacity. Moving the N 1<sup>st</sup> waterline project back to coincide with the N 1<sup>st</sup> roadway project will result in a large project occurring in early 2023; meanwhile, the request from Amazon Data Services to supply regional water will also result in a very large project occurring there in early/mid 2023. Delaying the Gladys & Main project will result in better oversight of the project.

### **Lift Station #6 Reconstruction**

Lift station #6 was built in 1981. The submersible duplex pump station has experienced corrosion of both metal and brick. Replacement of the wetwell will increase capacity, eliminate porous brick, and safeguard the environment. Ventilation of the structure is inadequate and electrical systems are nearing the end of their useful life.

**Current Update: The project has been completed**

### **McDonald's & 395 Sewer Main Replacement**

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 with outside counsel to secure the necessary easements for this work.

# FY2022-23 Monthly Financial Report

Section 9, Item C.

## City of Hermiston, Oregon Utilities/Streets Capital Projects Report For the Month Ending April 30, 2023

	2022-2023 Budget	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 125,000	\$ -	\$ 1,500,000	\$ 11,062	0.74%
N. 1st Place Reconstruction	\$ 4,500,000	\$ 254,012	\$ 4,500,000	\$ 336,012	7.47%
Well #5 Water System Improvements	\$ 520,000	\$ 249,197	\$ 520,000	\$ 55,878	10.75%
Well #6 Backup Generator	\$ 320,000	\$ 62,042	\$ 380,000	\$ 103,971	27.36%
N. 1st Place Water Line Replacement	\$ 100,000	\$ 280,575	\$ 800,000	\$ 306,583	38.32%
Gladys & Main Waterline Replacement	\$ 100,000	\$ -	\$ 1,180,000	\$ -	0.00%
Lift Station #6 Reconstruction	\$ 620,000	\$ 591,617	\$ 620,000	\$ 623,205	100.52%
McDonald's & 395 Sewer Main Replacement	\$ 330,000	\$ 3,357	\$ 330,000	\$ 25,357	7.68%
Lift Station #3 Upgrade	\$ 1,430,000	\$ 1,078,322	\$ 1,430,000	\$ 1,437,396	100.52%
Penney Ave Roadway Improvement	\$ 1,193,200	\$ 279,323	\$ 1,193,200	\$ 279,323	23.41%
AWS System Expansion - RWS	\$ 3,949,400	\$ 1,567,095	\$ 3,949,400	\$ 1,567,095	39.68%
AWS Cooling Discharge	\$ 805,000	\$ 129,449	\$ 805,000	\$ 129,449	16.08%
<b>Total</b>	<b>\$ 13,187,600</b>	<b>\$ 4,365,540</b>	<b>\$ 16,402,600</b>	<b>\$ 4,745,882</b>	<b>28.93%</b>

### Lift Station #3 Upgrade

Lift Station No. 3 was built in approximately 1981 and is located underneath Highway 395. The pump and electrical systems need to be replaced. This project calls for the install of duplex pumps and upgraded electrical and control systems. It also will include evaluation of extending a gravity line to Lift Station No. 6, which is also in poor shape. Extending the line under Union Pacific Railroad tracks may be more cost effective than replacing both lift stations. Traffic control will be necessary during design phase

Current Update: Final punchlist items were completed in late March, with project acceptance soon after. The project will be closed out before the end of FY '23.

### Penney Ave. Extension

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: Construction has started.**

### 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 new discharge water Main in Feedville and South 1<sup>st</sup> to discharge in to 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.

### AWS System Expansion- RWS (\$3,949,400)

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" nonpotable water main in Feedville Road.

Current Update: Rotschy has finished drilling under OR207, and has begun laying pipe along Feedville between 1<sup>st</sup> & Kelli. Anderson Perry continues to work on design of the 2<sup>nd</sup> Phase construction of the 24" nonpotable pipeline.



*Where Life is Sweet*

Mayor and Members of the City Council  
**STAFF REPORT**  
 For the Meeting of May 22, 2023

**Title/Subject**

North Hermiston Urban Renewal Plan

**Summary and Background**

The Hermiston Urban Renewal Agency (Agency) is being asked to review the proposed North Hermiston Urban Renewal Plan (Plan) and decide whether to recommend the Plan be forwarded through the public review process of urban renewal plans including presentation to the Hermiston Planning Commission for their review of conformance with the Hermiston Comprehensive Plan, to the Umatilla County Commission for a briefing and to the Hermiston City Council for a public hearing and consideration of a non-emergency ordinance to adopt the Plan.

The North Hermiston Urban Renewal Plan District (District), shown in Figure 1 of the Plan, consists of approximately 102 total acres, 93.49 acres of land in tax lots and 8.51 acres of public rights-of-way. The primary purpose of the North Hermiston Urban Renewal Plan (Plan) is to address infrastructure deficiencies and parcel patterns that are limiting the development potential in the proposed District. The primary investment is expected to be construction of a new east/west street through the District that would ease pressure on Highway 395, as well as a north/south extension of NE North Street. Another key investment is a looping water line. Both of these investments will facilitate the future development of undeveloped parcels in the district.

It is anticipated that the Plan will take sixteen years of tax increment collections to implement. The maximum amount of indebtedness that may be issued for the Plan is not to exceed \$5,000,000 (Five Million dollars). Detailed financial analysis is in the Report Accompanying the North Hermiston Plan (Report).

Adoption of an urban renewal plan is a detailed public process, which is summarized as follows:

1. The process for approval will include the following steps, in accordance with ORS 457.
2. Preparation of a Plan including opportunity for citizen involvement.

3. Agency review of the proposed Plan and accompanying Report on May 22, 2023.
4. Review and recommendation by the Hermiston Planning Commission on June 14, 2023.
5. Presentation of the Plan to the Umatilla County Commission in a briefing on June 21, 2023.
6. Notice to citizens of consideration of an ordinance via utility bills.
7. Forwarding a copy of the proposed Plan and the Report to the governing body of each taxing district. The formal taxing districts letters will be sent out on May 23, 2023.
8. Hearing by Hermiston City Council and adoption of the proposed Plan and accompanying Report by a non-emergency ordinance. The hearing and first reading of the Ordinance will be held on July 10, 2023 and the second reading and vote by City Council will occur on July 24, 2023. The ordinance must be a non-emergency ordinance, which means that the ordinance does not take effect until 30 days after its approval and during that period of time may be referred to Hermiston voters if a sufficient number of signatures are obtained on a referral petition.

**Tie-In to Council Goals**

The primary purpose of the North Hermiston Urban Renewal Area is to assist with traffic and congestion relief. Transportation planning is a council goal for 2023.

**Fiscal Information**

The land within the proposed district will have a frozen tax base of \$57,095,267. Conservative revenue generation within the district is projected at \$6,162,000. Revenue foregone by the City over the life of the district (16 years) is estimated at \$2,112,369. The estimated cost of all improvements is estimated at \$4,834,407.

**Alternatives and Recommendation**

Alternatives

The council may choose to direct staff to proceed with noticing, agency presentations, and hearings. Alternately, the council may direct staff to proceed no further with urban renewal preparation.

Recommended Action/Motion

Staff recommends that the Hermiston Urban Renewal Agency pass the following motion:

The Hermiston Urban Renewal Agency forwards the North Hermiston Urban Renewal Plan to the Hermiston Planning Commission for their review of the Plan’s conformance to the Hermiston Comprehensive Plan, to the Umatilla County Commission for a briefing and then to the Hermiston City Council for their review, to hold a public hearing and vote on adoption of a non-emergency ordinance.



**Submitted By:**

Clinton Spencer, Urban Renewal Manager

# North Hermiston Urban Renewal Plan



*Where Life is Sweet*

Adopted by the City of Hermiston

Date

Ordinance No. \_\_\_\_\_

If Amendments are made to the Plan, the Resolution or Ordinance Number and date will be listed here. The amendment will be incorporated into the Plan and noted through a footnote.

**List of Participants**

**Mayor**

Dr. David Drotzmann

**City Council**

- Jackie M. Linton, Ward 1
- Roy N. Barron, Ward 2
- Jackie C. Myers, Ward 3
- David P. McCarthy, Ward 4
- Maria E. Duron, at large
- Rod S. Hardin, at large
- Nancy R. Peterson, at large
- Doug Primmer, at large, Council President

**Hermiston Urban Renewal Agency**

- Dr. David Drotzmann
- Jackie M. Linton
- Roy N. Barron
- Jackie C. Myers
- David P. McCarthy
- Maria E. Duron
- Rod S. Hardin
- Nancy R. Peterson
- Doug Primmer

**Planning Commission**

- Position 1 Annette Kirkpatrick
- Position 2 Philip Hamm
- Position 3 Ben Doherty
- Position 4 Patrick Collins
- Position 5 Josh Burns
- Position 6 Dean Fialka
- Position 7 Ben Sargent
- Position 8 Margaret E. Saylor, Chair
- Position 9 Derek Caplinger

**City Manager**

Byron Smith

**Economic Development/Assistant City Manager**

Mark Morgan

**Planning Director**

Clinton Spencer

**Finance Director**

Mark Krawczyk

**Consulting Team**

**Elaine Howard Consulting, LLC**

- Elaine Howard
- Scott Vanden Bos

**Johnson Economics**

- Jerry Johnson
- Brendan Buckley

DRAFT

# TABLE OF CONTENTS

I. DEFINITIONS ..... 6

II. INTRODUCTION ..... 8

III. MAXIMUM INDEBTEDNESS ..... 11

IV. PLAN GOALS ..... 11

V. PROJECTS ..... 11

VI. AMENDMENTS TO PLAN ..... 13

VII. PROPERTY ACQUISITION AND DISPOSITION ..... 14

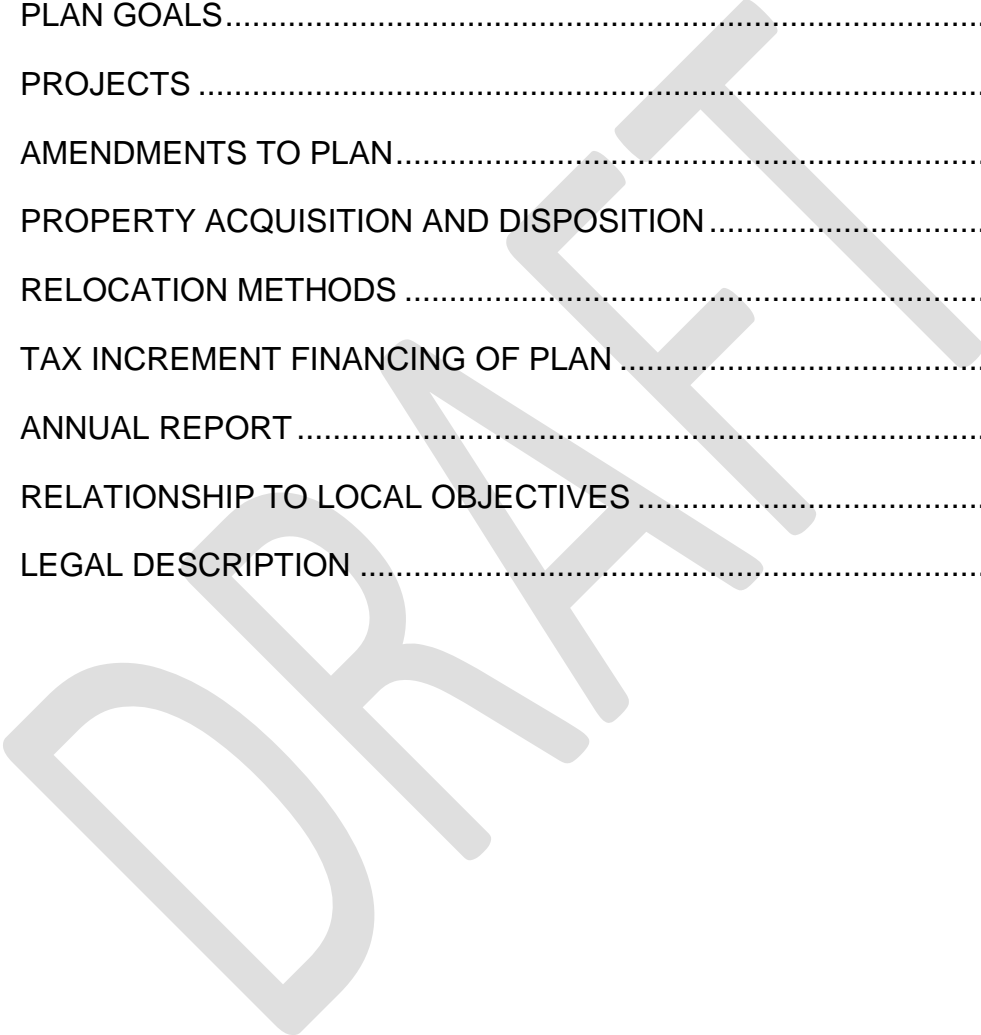
VIII. RELOCATION METHODS ..... 14

IX. TAX INCREMENT FINANCING OF PLAN ..... 15

X. ANNUAL REPORT ..... 15

XI. RELATIONSHIP TO LOCAL OBJECTIVES ..... 16

XII. LEGAL DESCRIPTION ..... 25



## I. DEFINITIONS

“Agency” is the Hermiston Urban Renewal Agency created under ORS 457.035 and 457.045.

“Blight” is defined in ORS 457.010(1)(A-E) and identified in the ordinance adopting the North Hermiston Urban Renewal Plan.

“City” means the City of Hermiston, Oregon.

“City Council” or “Council” means the Hermiston City Council.

“Comprehensive Plan” means the City of Hermiston Comprehensive Plan and its implementing ordinances, policies, and standards.

“County” means Umatilla County, Oregon.

“District” means the properties and rights-of-way located within the North Hermiston Urban Renewal District.

“Frozen base” means the total assessed value including all real, personal, manufactured, and utility values within the North Hermiston Urban Renewal Plan at the time of adoption. The county assessor certifies the assessed value after the adoption of the North Hermiston Urban Renewal Plan.

“HURA” is the Hermiston Urban Renewal Agency.

“North Hermiston Urban Renewal Plan” means a plan, as it exists or is changed or modified from time to time, as provided in ORS 457.

“Increment” means that part of the assessed value of a taxing district attributable to any increase in the assessed value of the property located in the North Hermiston Urban Renewal Plan, or portion thereof, over the assessed value specified in the certified statement.

“Maximum Indebtedness” means the maximum principal amount of indebtedness that may be incurred by a plan pursuant to ORS 457.190 and does not include indebtedness incurred to refund or refinance existing indebtedness.

“ORS” means the Oregon Revised Statutes and specifically Chapter 457, which relates to urban renewal and tax increment financing.

“Plan” means the official plan for the North Hermiston Urban Renewal Plan pursuant to ORS 457.

“Plan Area” means a blighted area included in the North Hermiston Urban Renewal Plan under ORS 457.010.

“Planning Commission” means the Hermiston Planning Commission.

“Project(s)” means any work or undertaking carried out under the North Hermiston Urban Renewal Plan.

“Report Accompanying North Hermiston Urban Renewal Plan” or “Report” means the official report that accompanies the North Hermiston Urban Renewal Plan pursuant to ORS 457.087.

“Revenue sharing” means sharing tax increment proceeds as defined in ORS 457.470 and refers to the funds that are associated with the division of taxes accomplished through the adoption of the North Hermiston Urban Renewal Plan.

“Tax increment revenues” means the funds allocated by the assessor to the Hermiston Urban Renewal Agency due to increases in assessed value over the frozen base within the area.

“Urban Renewal” means the statutory authority provided in ORS 457.

“Urban renewal area” means a blighted area included in an urban renewal plan or an area included in an urban renewal plan under ORS 457.010.

“Urban renewal plan” or “Plan” means a plan, as it exists or is changed or modified from time to time, for one or more urban renewal areas, as provided in ORS 457.085, 457.095, 457.105, 457.115, 457.120, 457.125, 457.135 and 457.220.

“Urban renewal project” or “Project” means any work or undertaking carried out under ORS 457.170 in an urban renewal area.

“Urban renewal report” or “Report” means the official report that accompanies the urban renewal plan pursuant to ORS 457.087.

DRAFT



## II. INTRODUCTION

The North Hermiston Urban Renewal Plan District (District), shown in Figure 1, consists of approximately 102 total acres, 93.49 acres of land in tax lots and 8.51 acres of public rights-of-way. The primary purpose of the North Hermiston Urban Renewal Plan (Plan) is to address infrastructure deficiencies and parcel patterns that are limiting the development potential in the proposed District. The primary investment is expected to be construction of a new east/west street through the District that would ease pressure on Highway 395, as well as a north/south connection to the south.

It is anticipated that the Plan will take sixteen years of tax increment collections to implement. The maximum amount of indebtedness (amount of tax increment financing (TIF) for projects and programs) that may be issued for the Plan is five million dollars (\$5,000,000).

Goals and objectives are intended to guide tax increment financing (TIF) investment in the District over the life of the Plan. The project category descriptions and list of projects are intended to aid future decision makers when considering how best to expend funds generated by TIF.

The Plan is to be administered by the Hermiston Urban Renewal Agency (HURA or Agency). Substantial amendments to the Plan must be approved by City Council as outlined in Section VI. All amendments to the Plan are to be listed numerically on the front page of the Plan and then incorporated into the Plan document and noted by footnote with an amendment number and adoption date.

The relationship between the sections of the Plan and the ORS 457.085 requirements is shown in Table 1 - Statutory References. The specific reference in the table below is the section of this Plan that primarily addresses the statutory reference. There may be other sections of the Plan that also address the statute.

**Table 1 - Statutory References**

Statutory Requirement	Plan Section
ORS 457.085(2)(a)	V
ORS 457.085(2)(b)	V
ORS 457.085(2)(c)	XII
ORS 457.085(2)(d)	XI
ORS 457.085(2)(e)	XI
ORS 457.085(2)(f)	VIII
ORS 457.085(2)(g)	VII
ORS 457.085(2)(h)	III
ORS 457.085(2)(i)	VI
ORS 457.085(2)(j)	Not applicable

**A. Urban Renewal Overview**

Urban renewal allows for the use of tax increment financing, a financing source that is unique to urban renewal, to fund its projects. Tax increment revenue, the amount of property taxes generated by the increase in total assessed values in the urban renewal area from the time the urban renewal area is first established, are used to repay borrowed funds. The borrowed funds are used to pay for urban renewal projects and cannot exceed the maximum indebtedness amount set by the urban renewal plan.

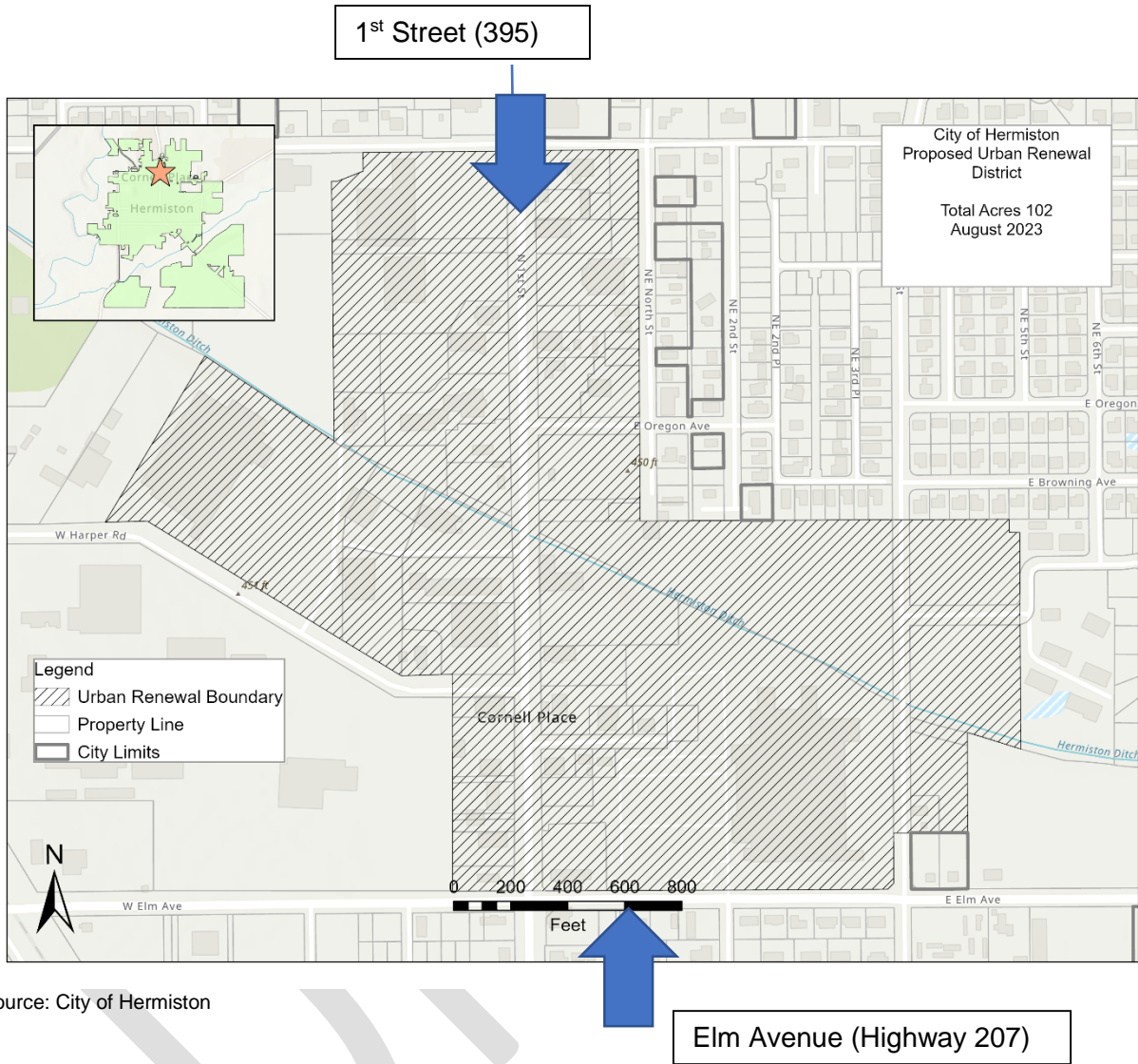
The purpose of urban renewal is to improve specific areas of a city that are poorly developed or underdeveloped, called blighted areas in ORS 457. These areas can have old or deteriorated buildings, public spaces that need improvements, streets and utilities in poor condition, a complete lack of streets and utilities altogether, or other obstacles to development. In general, urban renewal projects can include construction or improvement of streets, utilities, and other public facilities; assistance for rehabilitation or redevelopment of property; acquisition and re-sale of property (site assembly) from willing sellers; and improvements to public spaces. The North Hermiston Urban Renewal District meets the definition of blight due to the existence of inadequate streets and other rights of way, open spaces and utilities, the division or subdivision and sale of property or lots of irregular form and shape and inadequate size or dimensions for property usefulness and development and an economic dislocation, deterioration or disuse of property resulting from faulty planning. These blighted conditions are specifically cited in the ordinance adopting the Plan and described in detail in the accompanying North Hermiston Urban Renewal Report (Report).

**B. Report Accompanying the Plan**

The Report provides the analysis and contains the information required to meet the standards of ORS 457.087, including financial feasibility. These requirements include:

- A description of the physical, social, and economic conditions in the Area;
- Expected impact of the Plan, including fiscal impact in light of increased services;
- Reasons for selection of the Plan Area;
- The relationship between each project to be undertaken and the existing conditions;
- The estimated total cost of each project and the source of funds to pay such costs;
- The estimated completion date of each project;
- The estimated amount of funds required in the Area and the anticipated year in which the debt will be retired;
- A financial analysis of the Plan;
- A fiscal impact statement that estimates the impact of tax increment financing upon all entities levying taxes upon property in the urban renewal area; and
- A relocation report.

Figure 1 Boundary



Source: City of Hermiston

**III. MAXIMUM INDEBTEDNESS**

Maximum Indebtedness ("MI") is the total amount of money that can be spent on projects, programs and administration throughout the life of the Plan. The maximum amount of indebtedness that may be issued or incurred under the Plan, based upon good faith estimates of the scope and costs of projects in the Plan and the schedule for their completion is five million dollars (\$5,000,000). This amount is the principal of such indebtedness and does not include interest or indebtedness incurred to refund or refinance existing indebtedness or interest earned on debt proceeds.

**IV. PLAN GOALS**

Goal 1: Eliminate blight in the District by upgrading inadequate infrastructure including but not limited to streets, water and sewer lines serving the needs of businesses and residents

Objective 1: Provide funding for the construction of infrastructure improvements supporting development and redevelopment within the District.

Goal 2: Promote sustainability and sustainable development practices through Urban Renewal activities.

Objective 1: Encourage the efficient use of land within the District by increasing the likely development/redevelopment of properties in the District.

Goal 3: Facilitate economic development and job creation through the provision of adequate infrastructure in the District.

Objective 1: Provide funding for the construction of infrastructure improvements supporting development and redevelopment within the District.

Provide resources to adequately administer the North Hermiston Urban Renewal Plan.

Objective 1: Administer the Plan including the projects, financial accounting and reporting as required by State Statute.

**V. PROJECTS**

The projects to be undertaken in the District are infrastructure upgrades.

**A. Infrastructure Upgrades**

A new east/west street (NE Aspen Drive) is proposed connecting N 1<sup>st</sup> Street to NE 4<sup>th</sup> Street. This street is proposed for construction in the easement for the Hermiston Drain. Constructing the street in the easement allows otherwise unbuildable land to be productively utilized for the public good as well as providing new points of access for the irregularly shaped parcels along the easement. This new street will provide nearly 1,300 feet of new street frontage for an area which currently has less than 100 feet of highway frontage. The street will provide pedestrian and bicycle improvements.

Aspen Drive will also provide additional opportunities for alternate circulation as traffic generated by the existing commercial users may leave N 1<sup>st</sup> Street and connect with existing residential development to the west and south without needing to travel through the congested Elm Street/1<sup>st</sup> Street intersection.

A new signal is proposed for the N 1<sup>st</sup> Street/Aspen Drive intersection. This signal is intended to aid in traffic calming on N 1<sup>st</sup> Street and to provide better traffic spacing, allowing more left turns onto the highway.

An extension of NE North Street south from the current terminus to NE Aspen Drive is proposed. This street extension is approximately 100 feet and will provide opportunities for commercial and residential traffic to the north an opportunity to use the newly constructed signal at NE Aspen Drive and avoid the unsignalized intersection of E Oregon Avenue and N 1<sup>st</sup> Street.

A new municipal water line is proposed following the NE Aspen Drive route, looping water between N 1<sup>st</sup> Street and NE 4<sup>th</sup> Street and providing service to new businesses along the route.

Right of way acquisition is required for all new streets. No existing rights of way exist, and property purchase is planned in the District. Properties identified for acquisition will be added through a Minor Amendment and listed in Section VII of the Plan.

**B. Administration**

- 1. Financing fees
- 2. General administration including annual reporting, financial statements and administration of the Plan.

## VI. AMENDMENTS TO PLAN

The Plan may be amended as described in this section.

### **A. Substantial Amendments**

Substantial Amendments, in accordance with ORS 457.085(2)(i), shall require the same notice, hearing, and approval procedure required of the original Plan, under ORS 457.095, including public involvement, consultation with taxing districts, presentation to the Agency, the Planning Commission and adoption by the City Council by non-emergency ordinance after a hearing. Notice of such hearing shall be provided to individuals or households within the City of Hermiston, as required by ORS 457.120. Notice of adoption of a Substantial Amendment shall be provided in accordance with ORS 457.095 and 457.115.

Substantial Amendments are amendments that:

- (1) Add land to the North Hermiston Urban Renewal Plan boundary except for an addition of land that totals not more than a cumulative 1% of the area of the North Hermiston Urban Renewal Plan boundary; or
- (2) Increase the maximum amount of indebtedness that can be issued or incurred under the Plan.

### **B. Minor Amendments**

Minor Amendments are amendments that are not Substantial Amendments as defined in this Plan and in ORS 457. Minor Amendments require approval by the Agency by resolution.

### **C. Amendments to the Hermiston Comprehensive Plan and/or Hermiston Development Code**

Amendments to the Hermiston Comprehensive Plan (“Comprehensive Plan”) and/or Code of Hermiston that affect the Plan and/or the Plan District shall be incorporated automatically within the Plan without any separate action required by the Agency or City Council. When a substantial amendment is completed, the Relationship to Local Objectives section will be updated.

## VII. PROPERTY ACQUISITION AND DISPOSITION

The Plan authorizes the acquisition and disposition of property as described in this section. Property includes any and all interests in property, including fee simple ownership, lease, easements, licenses, or other rights to use. If property is acquired, it will be identified in the Plan through a Minor Amendment, as described in Section VI. Identification of property to be acquired and its anticipated disposition is required by ORS 457.085(g).

### ***A. Property acquisition for public improvements***

The Agency may acquire any property within the District for the public improvement projects undertaken pursuant to the Plan by all legal means, including use of eminent domain. Good faith negotiations for such acquisitions must occur prior to institution of eminent domain procedures.

### ***B. Property acquisition from willing sellers***

The Plan authorizes Agency acquisition of any interest in property within the District that the Agency finds is necessary for private redevelopment, but only in those cases where the property owner wishes to convey such interest to the Agency. The Plan does not authorize the Agency to use the power of eminent domain to acquire property from a private party to transfer property to another private party for private redevelopment. Property acquisition from willing sellers may be required to support development of projects within the District.

### ***C. Land disposition***

The Agency will dispose of property acquired for a public improvement project by conveyance to the appropriate public agency responsible for the construction and/or maintenance of the public improvement. The Agency may retain such property during the construction of the public improvement.

The Agency may dispose of property acquired under Subsection B of this Section VI by conveying any interest in property acquired. Property shall be conveyed at its fair reuse value. Fair reuse value is the value, whether expressed in terms of rental or capital price, at which the urban renewal agency, in its discretion, determines such land should be made available in order that it may be developed, redeveloped, cleared, conserved, or rehabilitated for the purposes specified in the Plan. Because fair reuse value reflects limitations on the use of the property to those purposes specified in the Plan, the value may be lower than the property's fair market value.

Where land is sold or leased, the purchaser or lessee must agree to use the land for the purposes designated in the Plan and to begin and complete the building of its improvements within a period of time that the Agency determines is reasonable.

## VIII. RELOCATION METHODS

When the Agency acquires occupied property under the Plan, residential or commercial occupants of such property shall be offered relocation assistance, as required under applicable state law. Prior to such acquisition, the Agency shall adopt rules and regulations, as necessary, for the administration of relocation assistance. No specific acquisitions that would result in relocation benefits have been identified; however, there are plans to acquire land for infrastructure which may trigger relocation benefits in the future in the District.

## **IX. TAX INCREMENT FINANCING OF PLAN**

Tax increment financing consists of using annual tax increment revenues to make payments on debt. In this Plan, the debt is anticipated to be a contractual obligation to provide developer incentives and agreement to reimburse the Agency for preparation of and administration of the Plan.

Tax increment revenues equal the annual permanent rate property taxes imposed on the cumulative increase in assessed value within the North Hermiston Urban Renewal Plan over the total assessed value at the time the North Hermiston Urban Renewal Plan is adopted. Under current law, the property taxes for general obligation (GO) bonds and local option levies are not part of the tax increment revenues.

### ***A. General Description of the Proposed Financing Methods***

The Plan will be financed using tax increment revenues. Revenues obtained by the Agency will be used to pay or repay the costs, expenses, advancements, and indebtedness incurred in (1) planning or undertaking project activities, or (2) otherwise exercising any of the powers granted by ORS Chapter 457 in connection with the planning and implementation of this Plan, including preparation of the Plan.

### ***B. Tax Increment Financing***

The Plan may be financed, in whole or in part, by tax increment revenues allocated to the Agency, as provided in ORS Chapter 457. The ad valorem taxes, if any, levied by a taxing district in which all or a portion of the Plan District is located, shall be divided as provided in Section 1c, Article IX of the Oregon Constitution, and ORS 457.440. Amounts collected pursuant to ORS 457.440 shall be deposited into the unsegregated tax collections account and distributed to the Agency based upon the distribution schedule established under ORS 311.390.

## **X. ANNUAL REPORT**

The Agency shall file Annual Reports in compliance with ORS 457.460.



**XI. RELATIONSHIP TO LOCAL OBJECTIVES**

The numbering of the policies within this section reflects the numbering that occurs in the original document. There is no set standard for the findings in an urban renewal plan. In analyzing the findings, the projects and the resulting development have been compared to the Hermiston Comprehensive Plan.

**A. Hermiston Comprehensive Plan**

**POLICY 1: CITIZEN INVOLVEMENT**

THE CITY OF HERMISTON WILL INSURE THAT CITIZENS HAVE AN ADEQUATE OPPORTUNITY TO BE INVOLVED IN ALL PHASES OF THE PLANNING PROCESS.

**Finding:** The HURA met to review the draft Plan, the Planning Commission reviewed the Plan for conformance to the Comprehensive Plan, Umatilla County was briefed on the Plan and the city held a public hearing that was noticed to all residents of Hermiston. All referenced meetings were open, public meetings. The transportation concept was derived from a study prepared by Portland State University in conjunction with the City of Hermiston. There was also opportunity for public input with this study.

**POLICY 3: INTERGOVERNMENTAL COORDINATION**

THE CITY OF HERMISTON WILL FACILITATE INTERGOVERNMENTAL COORDINATION SO THAT DECISIONS AFFECTING LOCAL, STATE AND FEDERAL PLANNING AND DEVELOPMENT ACTIONS IN THE HERMISTON AREA ARE RENDERED IN AN EFFICIENT AND CONSISTENT MANNER.

**Finding:** The City has consulted and conferred with the overlapping taxing districts through a letter after the HURA meeting that described the proposed urban renewal district. The letter provided a copy of the Plan and Report. A briefing was provided for the Umatilla County Board of Commissioners.

**POLICY 4: ORDERLY URBAN GROWTH**

THE CITY OF HERMISTON WILL PROMOTE COMPACT URBAN DEVELOPMENT WITHIN AND ADJACENT TO EXISTING URBAN AREAS TO INSURE EFFICIENT UTILIZATION OF LAND RESOURCES AND FACILITATE ECONOMIC PROVISION OF URBAN FACILITIES AND SERVICES.

**Finding:** Improvement to the existing transportation network will help facilitate increased growth within the city, provide more access to the parcels within the District and facilitate access to the commercial area from the residential areas to the west and south.

**POLICY 11: AIR QUALITY .**

THE CITY OF HERMISTON WILL COMPLY WITH STATE AND FEDERAL STANDARDS TO PROMOTE CONTINUED AIR QUALITY.

**Finding:** An improved transportation network within the Area will provide for ease of travel and travel methods for all modes of transportation, including pedestrians and bicyclists.

**POLICY 20: GENERAL ECONOMIC DEVELOPMENT**

THE CITY OF HERMISTON SUPPORTS ECONOMIC DEVELOPMENT AND JOB GROWTH WHICH WILL DIVERSIFY AND STRENGTHEN THE MIX OF ECONOMIC ACTIVITY IN THE LOCAL MARKETPLACE AND PROVIDE EMPLOYMENT OPPORTUNITIES FOR LOCAL RESIDENTS:

**Finding:** The improved transportation network will serve the commercial development in the District and will facilitate increased development within the District by providing access to parcels that have been underdeveloped and undeveloped.

**POLICY 29: LOCAL GOVERNMENT SERVICES AND FACILITIES**

THE CITY OF HERMISTON WILL PROMOTE ADEQUATE AND EFFICIENT PROVISIONS OF LOCAL GOVERNMENT SERVICES AND FACILITIES.

**Finding:** The District will have access to all of the city services. The projects within the Plan will provide a more efficient transportation system and improved water system. A new municipal water line is proposed following the NE Aspen Drive route, looping water between N 1<sup>st</sup> Street and NE 4<sup>th</sup> Street and providing service to new businesses along the route. Without the looped water line, there are no reasonable connections along the Hermiston Drain.

**J. TRANSPORTATION (GOAL 12)**

**POLICY 31: INTEGRATED TRANSPORTATION SYSTEM**

THE CITY OF HERMISTON WILL PROMOTE A BALANCED, WELL-INTEGRATED LOCAL TRANSPORTATION SYSTEM WHICH PROVIDES SAFE, CONVENIENT AND ENERGY-EFFICIENT ACCESS, AND FACILITATES THE MOVEMENT OF COMMODITIES.

**Finding:** The projects within the Plan provide an improved transportation network that includes alternative transportation systems. This transportation network will be reviewed by the city in the master planning process.

**POLICY 33: ALTERNATIVE TRANSPORTATION**

THE CITY OF HERMISTON WILL ENCOURAGE AND FACILITATE THE PROVISION OF ALTERNATIVE TRANSPORTATION MODES AND FACILITIES TO REDUCE CONGESTION AND AIR POLLUTION AND IMPROVE RECREATIONAL OPPORTUNITIES. PROVISION OF TRANSPORTATION TO THE HANDICAPPED AND ELDERLY IS A HIGH PRIORITY.

**Finding:** The District has a transportation network that includes alternative transportation systems. This transportation network will be reviewed by the city in the master planning process.

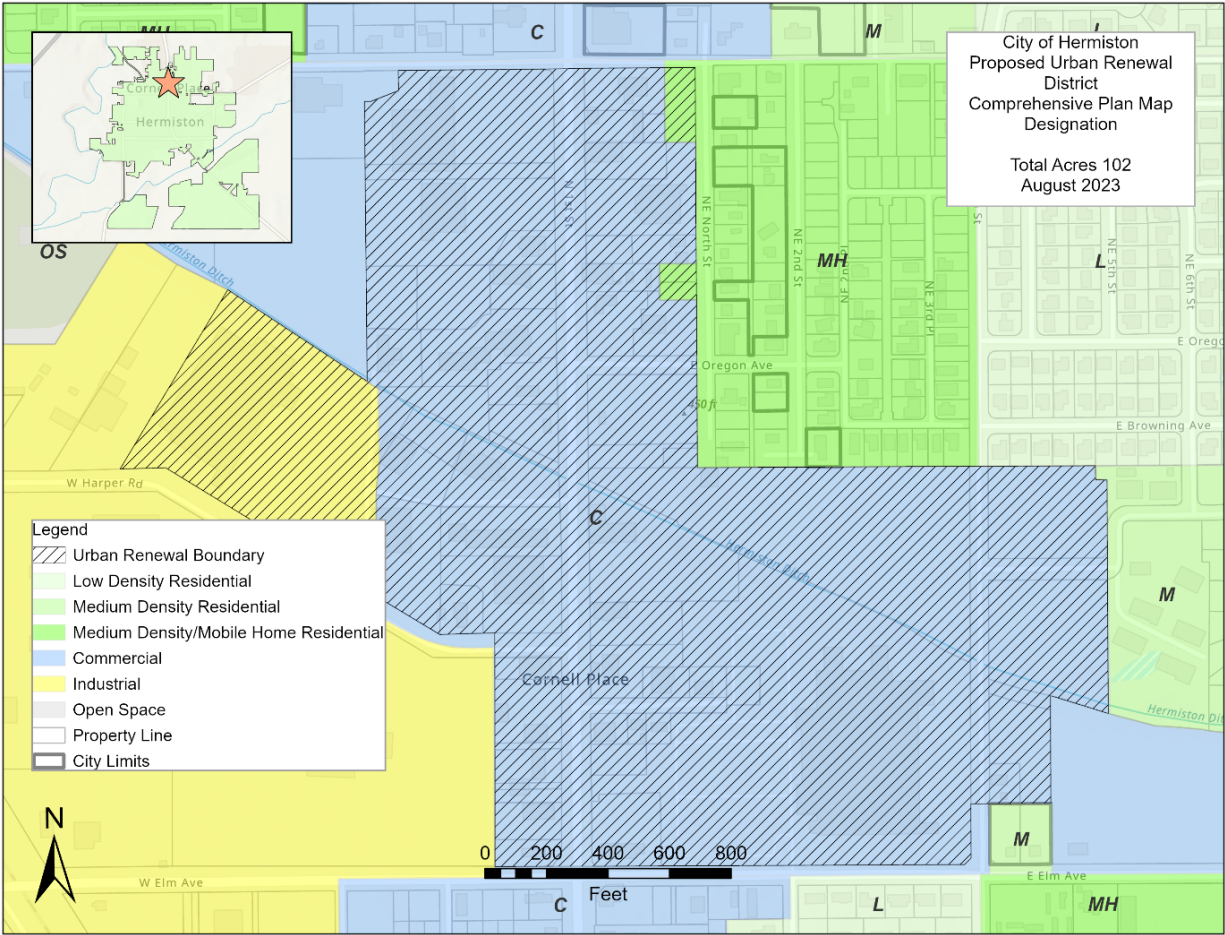
**POLICY 34: TRANSPORTATION SYSTEM PLAN**

THE CITY OF HERMISTON WILL COMPLY WITH THE REQUIREMENTS OF THE TRANSPORTATION PLANNING RULE WITH THE ADOPTION OF THE TRANSPORTATION SYSTEM PLAN AND RELATED AMENDMENTS TO IMPLEMENTING ORDINANCES.

CONNECTED STREET NETWORK. THE CITY WILL SUPPORT AND DEVELOP A CONNECTED NETWORK OF STREETS, ACCESSWAYS AND OTHER IMPROVEMENTS, INCLUDING BIKEWAYS, SIDEWALKS, AND SAFE STREET CROSSINGS, TO PROMOTE SAFE AND CONVENIENT BICYCLE AND PEDESTRIAN CIRCULATION WITHIN THE COMMUNITY.

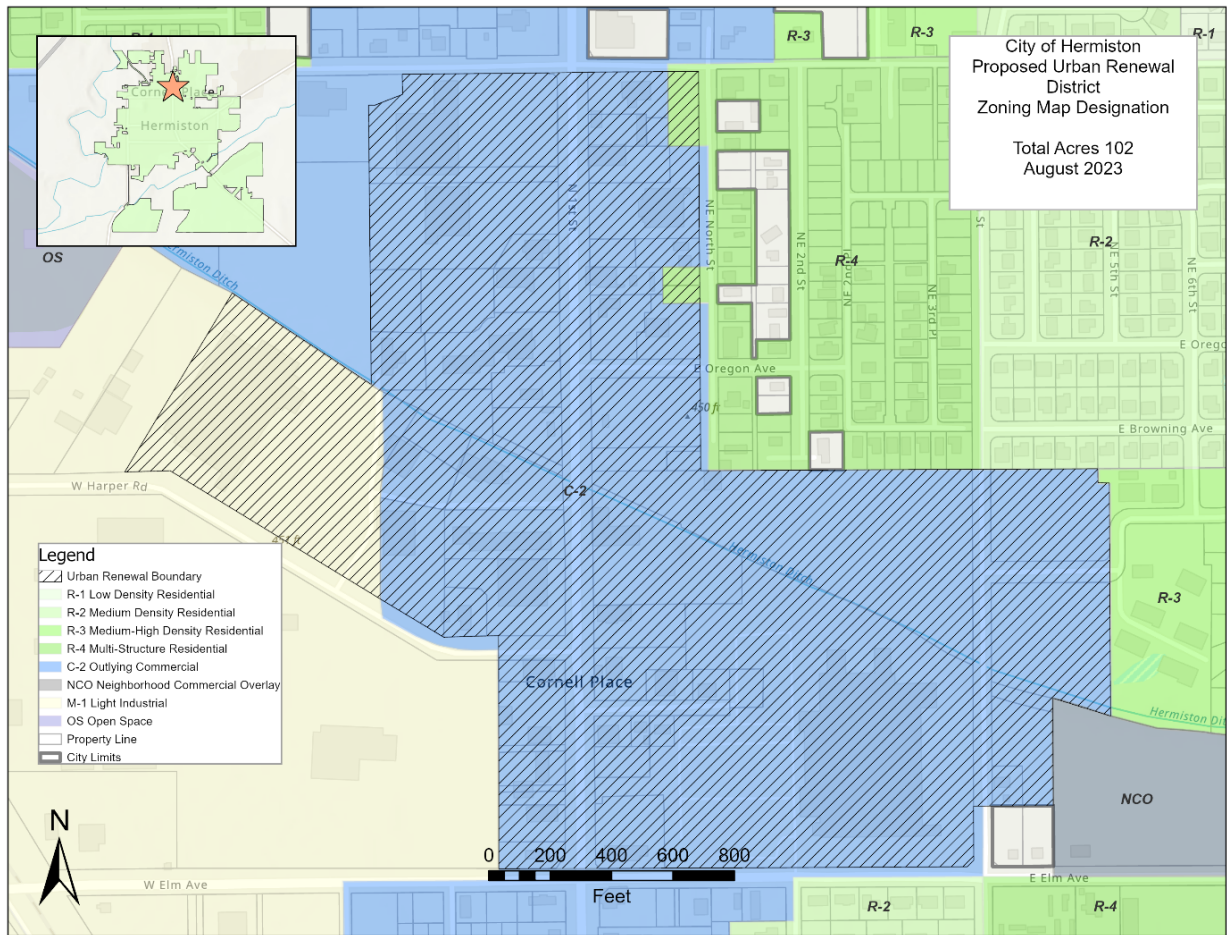
**Finding:** The proposed development will conform to the provisions of the Hermiston Transportation Systems Plan. The proposed development will be approved through the city's planning and permit process to ensure conformance.

Figure 2 - Comprehensive Plan Designations



Source: City of Hermiston

Figure 3 - Zoning Designations



Source: City of Hermiston

**B. Code of Hermiston**

Title XV of the Code of Hermiston covers Land Use including the zoning in the District. The majority of the property to be included in the Area is in the Outlying Commercial Zone (C-2) The remaining property is zoned Multi-Structure Residential Zone.

**157.041 OUTLYING COMMERCIAL ZONE C-2**

(A) *Uses permitted outright.* In a C-2 zone, only the following uses and their accessory uses are permitted outright:

- (1) A use permitted outright in a C-1 zone;
- (2) Amusement enterprise, including pool hall, bowling, dancing hall, skating rink, when enclosed in a building;
- (3) Auditorium, exhibition hall or other public assembly room;
- (4) Automobile, boat or trailer sales, rental, service and repair;
- (5) Automobile service station;
- (6) Automobile laundry;
- (7) Day care home or nursery;
- (8) Mortuary, undertaking or funeral parlor;
- (9) Motel;
- (10) Recreational vehicle park subject to requirements of 157.147;
- (11) Taxidermy shop; and
- (12) Tire shop, including tire recapping.

(B) *Conditional uses permitted.* In a C-2 zone, the following uses and their accessory uses are permitted when authorized in accordance with the requirements of §§ [157.205](#) through [157.210](#):

- (1) Amusement enterprise not enclosed in a building including, but not limited to, "pitch and putt" golf course, driving range, archery range, automobile race track and drive-in theater;
- (2) Caretaker's residence subject to the following conditions:
  - (a) Residence shall be a manufactured dwelling complying with the 1976 HUD codes and shall be skirted;
  - (b) The residence shall be furnished with all utilities including telephone;
  - (c) The facility shall be set back from all streets as far as practical and still be in conformance with the setback requirements as established in the Uniform Building Code;
  - (d) The caretaker's residence shall be allowed only in conjunction with a business which requires the outside storage or display of wares and shall be removed within 30 days following the discontinuance of the business enterprise; and

- (e) All uses shall be subject to annual review by the commission and may be removed upon direction of the Commission for violation of these conditions;
- (3) Community building;
  - (4) Drive-in establishment offering goods or services to customers waiting in parked motor vehicles, except drive-in theater;
  - (5) Government structure or land use including but not limited to a public park, playgrounds, recreational building, fire station, library or museum;
  - (6) Hospital or nursing home;
  - (7) Planned unit development;
  - (8) Preschool, primary, elementary, junior or senior high, college;
  - (9) Private utilities including electric power substations, telephone exchanges, television, radio or microwave transmission facilities;
  - (10) Public utilities including wells, water storage tanks and sanitary sewer pump stations; and
  - (11) Other uses similar to the uses permitted outright or the conditional uses normally located in the Outlying Commercial Zone (C-2), providing that the use has approval from the planning commission.
- (C) *Restrictions on use.* In a C-2 zone, the following conditions and restrictions shall apply:
- (1) Where there are existing residential dwellings, they and their accessory uses may be maintained, expanded or reconstructed in conformance with the development standards as established in the R-3 zone.
  - (2) The outside storage of junk shall be contained entirely within a sight-obscuring fence when adjacent to a residential use of property.
- (D) *Setback requirements.* Except as provided in § [157.140](#), in a C-2 zone the yards shall be as follows:
- (1) The setback from any street shall be 20 feet. However, if solid ground cover landscaping is provided and maintained, the setback from a street may be reduced to ten feet;
  - (2) The side yard shall be a minimum of 20 feet measured from the foundation where abutting a residential zone; and
  - (3) The rear yard shall be a minimum of 25 feet measured from the foundation where abutting a residential zone.
- (E) *Height of buildings.* In a C-2 zone, no building shall exceed a height of 50 feet.

**157.055 LIGHT INDUSTRIAL ZONE (M-1).**

(A) *Uses permitted outright.* In a M-1 zone, only the following uses and their accessory uses are permitted outright:

- (1) Cabinet, carpenter or woodworking shop;
- (2) Compounding, packaging or storage of cosmetics, drugs, perfumes, pharmaceuticals, soap or toiletries, but not including processes involving refining or rendering of fats and oils;
- (3) Dwelling for caretaker or night watchman on the property;
- (4) Freight depot;
- (5) Ice or cold storage plant;
- (6) Kennel;
- (7) Laboratory for research or testing, but not including the testing of combustion engines;
- (8) Laundry, dry cleaning or dyeing establishment;
- (9) Lumber yard, building supply outlet;
- (10) Machinery or equipment sales, services or storage;
- (11) Manufacture, repair or storage of articles from the following previously prepared materials: bone, cellophane, cloth, cork, feathers, felts, fiber, fur, glass, hair, horn, leather, paper, plastic, precious or semiprecious stone or metal, shell, textiles, wax, wire or yarn;
- (12) Manufacture, repair or storage of ceramic products, musical instruments, novelties, rubber or metal stamps, toys, optical goods, engineering, scientific or precision instrument, medical or dental supplies or equipment, electronic supplies or equipment, industrial or business machines, aircraft parts and equipment, luggage, photographic equipment or small pleasure boats;
- (13) Mini-storage;
- (14) Motor vehicle body shop, tire shop or similar repair service;
- (15) Plumbing, heating, electrical or paint contractor's sales, repairs or storage;
- (16) Private utilities including electric power substations, telephone exchanges, television, radio or microwave transmission facilities;
- (17) Processing, packaging or storage of food or beverages, but not including processes involving distillation, fermentation, slaughtering or rendering of fats and oils;
- (18) Public utilities including wells, water storage tanks and sanitary sewer pump stations;
- (19) Railroad tracks and related facilities;
- (20) Utility lines, station or substation;
- (21) Veterinary care facility;
- (22) Welding, sheet metal or machine shop;
- (23) Wholesale distribution or outlet, including trucking, warehousing and storage.

**157.028 MULTI-STRUCTURE RESIDENTIAL ZONE (R-4).**

(A) *Uses permitted outright.* In a R-4 zone, the following uses and their accessory uses are permitted outright:

- (1) A use permitted outright in the R-3 zone; and
- (2) Manufactured dwelling park subject to requirements of § [157.146](#).

(B) *Conditional uses permitted.* In a R-4 zone, the following uses and their accessory uses are permitted when authorized in accordance with the requirements of §§ [157.205](#) through [157.210](#):

- (1) A conditional use permitted in a R-3 zone except manufactured dwelling park which is an outright permitted use in this zone; and
- (2) Recreational vehicle park subject to requirements of § [157.146](#).

(C) *Lot size.* In a R-4 zone, the lot size shall be as follows:

- (1) The minimum lot area for single-family dwellings and two-family dwellings shall be 5,000 square feet for an interior lot and 6,000 square feet for a corner lot;
- (2) For multiple-family dwellings, the minimum lot area shall be 7,500 square feet or 2,000 square feet per dwelling unit, whichever is greater;
- (3) The minimum lot area for manufactured dwelling parks shall be five acres;
- (4) The minimum lot width at the front building line shall be 60 feet for an interior lot, 70 feet for a corner lot, and 25 feet for cul-de-sac lots; and
- (5) The minimum lot depth shall be 80 feet.

(D) *Setback requirements.* Except as provided in § [157.140](#), in a R-4 zone the yards shall be as follows:

- (1) The front yard shall be a minimum of 15 feet, measured from the foundation. The garage shall be constructed at 20 feet measured from the foundation. When a covered patio or covered porch is constructed in the front yard, the porch or patio may be constructed with a ten-foot setback;
- (2) Each side yard shall be a minimum of five feet, measured from the foundation, except that on corner lots the side yard on the street side shall be a minimum of ten feet measured from the foundation; and
- (3) The back yard shall be a minimum of ten feet, measured from the foundation. However, for any structure exceeding 15 feet in height, the rear yard shall be increased one foot, up to a maximum of 25 feet, for every foot or fraction thereof above 15 feet.

(E) *Height of buildings.* In a R-4 zone, no buildings shall exceed a height of 35 feet.

(F) *Lot coverage.* In a R-4 zone, buildings shall not occupy more than 45% of the lot area. Covered decks, porches, patios, and gazebos may occupy an additional five percent of the total lot area.



**Overall Finding:** The development in the Plan including the land uses, maximum densities and building requirements conform to the Hermiston Development Code.

DRAFT

**XII. LEGAL DESCRIPTION**

DRAFT

# Report Accompanying the North Hermiston Urban Renewal Plan

This document remains draft until the City Council adoption of the North Hermiston Urban Renewal Plan.



Adopted by the City of Hermiston

Date

Ordinance No. \_\_\_\_\_

**List of Participants**

**Mayor**

Dr. David Drotzmann

**City Council**

- Jackie M. Linton, Ward 1
- Roy N. Barron, Ward 2
- Jackie C. Myers, Ward 3
- David P. McCarthy, Ward 4
- Maria E. Duron, at large
- Rod S. Hardin, at large
- Nancy R. Peterson, at large
- Doug Primmer, at large, Council President

**Hermiston Urban Renewal Agency**

- Dr. David Drotzmann
- Jackie M. Linton
- Roy N. Barron
- Jackie C. Myers
- David P. McCarthy
- Maria E. Duron
- Rod S. Hardin
- Nancy R. Peterson
- Doug Primmer

**Planning Commission**

- Position 1 Annette Kirkpatrick
- Position 2 Philip Hamm
- Position 3 Ben Doherty
- Position 4 Patrick Collins
- Position 5 Josh Burns
- Position 6 Dean Fialka
- Position 7 Ben Sargent
- Position 8 Margaret E. Saylor, Chair
- Position 9 Derek Caplinger

**City Manager**

Byron Smith

**Economic Development/Assistant City Manager**

Mark Morgan

**Planning Director**

Clinton Spencer

**Finance Director**

Mark Krawczyk

**Consulting Team**

**Elaine Howard Consulting, LLC**

- Elaine Howard
- Scott Vanden Bos

**Johnson Economics**

- Jerry Johnson
- Brendan Buckley

## TABLE OF CONTENTS

I.	DEFINITIONS.....	1
II.	INTRODUCTION.....	3
III.	THE PROJECTS IN THE AREA AND THE RELATIONSHIP BETWEEN URBAN RENEWAL PROJECTS AND THE EXISTING CONDITIONS IN THE URBAN RENEWAL AREA.....	5
IV.	THE ESTIMATED TOTAL COST OF EACH PROJECT AND THE SOURCES OF MONEYS TO PAY SUCH COSTS.....	7
V.	FINANCIAL ANALYSIS OF THE PLAN .....	8
VI.	THE ESTIMATED AMOUNT OF TAX INCREMENT REVENUES REQUIRED AND THE ANTICIPATED YEAR IN WHICH INDEBTEDNESS WILL BE RETIRED.....	12
VII.	THE ANTICIPATED COMPLETION DATE FOR EACH PROJECT .....	15
VIII.	REVENUE SHARING.....	17
IX.	IMPACT OF THE TAX INCREMENT FINANCING.....	18
X.	COMPLIANCE WITH STATUTORY LIMITS ON ASSESSED VALUE AND SIZE OF URBAN RENEWAL AREA.....	22
XI.	EXISTING PHYSICAL, SOCIAL, AND ECONOMIC CONDITIONS AND IMPACTS ON MUNICIPAL SERVICES.....	23
XII.	REASONS FOR SELECTION OF EACH URBAN RENEWAL AREA IN THE PLAN	30
XIII.	RELOCATION REPORT .....	30

## I. DEFINITIONS

“Agency” is the Hermiston Urban Renewal Agency created under ORS 457.035 and 457.045.

“Blight” is defined in ORS 457.010(1)(A-E) and identified in the ordinance adopting the North Hermiston Urban Renewal Plan.

“City” means the City of Hermiston, Oregon.

“City Council” or “Council” means the Hermiston City Council.

“Comprehensive Plan” means the City of Hermiston Comprehensive Plan and its implementing ordinances, policies, and standards.

“County” means Umatilla County, Oregon.

“District” means the properties and rights-of-way located within the North Hermiston Urban Renewal District.

“Frozen base” means the total assessed value including all real, personal, manufactured, and utility values within the North Hermiston Urban Renewal Plan at the time of adoption. The county assessor certifies the assessed value after the adoption of the North Hermiston Urban Renewal Plan.

“HURA” is the Hermiston Urban Renewal Agency.

“North Hermiston Urban Renewal Plan” means a plan, as it exists or is changed or modified from time to time, as provided in ORS 457.

“Increment” means that part of the assessed value of a taxing district attributable to any increase in the assessed value of the property located in the North Hermiston Urban Renewal Plan, or portion thereof, over the assessed value specified in the certified statement.

“Maximum Indebtedness” means the maximum principal amount of indebtedness that may be incurred by a plan pursuant to ORS 457.190 and does not include indebtedness incurred to refund or refinance existing indebtedness.

“ORS” means the Oregon Revised Statutes and specifically Chapter 457, which relates to urban renewal and tax increment financing.

“Plan” means the official plan for the North Hermiston Urban Renewal Plan pursuant to ORS 457.

“Plan Area” means a blighted area included in the North Hermiston Urban Renewal Plan under ORS 457.010.

“Planning Commission” means the Hermiston Planning Commission.

“Project(s)” means any work or undertaking carried out under the North Hermiston Urban Renewal Plan.

“Report Accompanying North Hermiston Urban Renewal Plan” or “Report” means the official report that accompanies the North Hermiston Urban Renewal Plan pursuant to ORS 457.087.

“Revenue sharing” means sharing tax increment proceeds as defined in ORS 457.470 and refers to the funds that are associated with the division of taxes accomplished through the adoption of the North Hermiston Urban Renewal Plan.

“Tax increment revenues” means the funds allocated by the assessor to the Hermiston Urban Renewal Agency due to increases in assessed value over the frozen base within the district.

“Urban Renewal” means the statutory authority provided in ORS 457.

“Urban renewal area” means a blighted area included in an urban renewal plan or an area included in an urban renewal plan under ORS 457.010.

“Urban renewal plan” or “Plan” means a plan, as it exists or is changed or modified from time to time, for one or more urban renewal areas, as provided in ORS 457.085, 457.095, 457.105, 457.115, 457.120, 457.125, 457.135 and 457.220.

“Urban renewal project” or “Project” means any work or undertaking carried out under ORS 457.170 in an urban renewal area.

“Urban renewal report” or “Report” means the official report that accompanies the urban renewal plan pursuant to ORS 457.087.

## II. INTRODUCTION

The Report Accompanying the North Hermiston Urban Renewal Plan (Report) contains background information and project details that pertain to the Hermiston Urban Renewal Plan (Plan). The Report is not a legal part of the Plan but is intended to provide public information and support the findings made by the Hermiston City Council (City Council) as part of the approval of the Plan.

The Report provides the analysis and contains the information required to meet the standards of ORS 457.087, including financial feasibility. The Report requirements include:

- A description of the physical, social, and economic conditions in the Area and expected impact of the plan, including fiscal impact in light of increased services; (ORS 457.087(1))
- Reasons for selection of the plan Area; (ORS 457.087(2))
- The relationship between each project to be undertaken and the existing conditions; (ORS 457.087(3))
- The estimated total cost of each project and the source of funds to pay such costs; (ORS 457.087(4))
- The estimated completion date of each project; (ORS 457.087(5))The estimated amount of funds required in the Area and the anticipated year in which the debt will be retired; (ORS 457.087(6))
- A financial analysis of the plan; (ORS 457.087(7))
- A fiscal impact statement that estimates the impact of tax increment financing (TIF) upon all entities levying taxes upon property in the urban renewal area; (ORS 457.0857(8)) and
- A relocation report. (ORS 457.087(9))

The relationship between the sections of the Report and the ORS 457.087 requirements is shown in Table 1. The specific reference shown is the section of this Report that most addresses the statutory reference. There may be other sections of the Report that also address the statute.

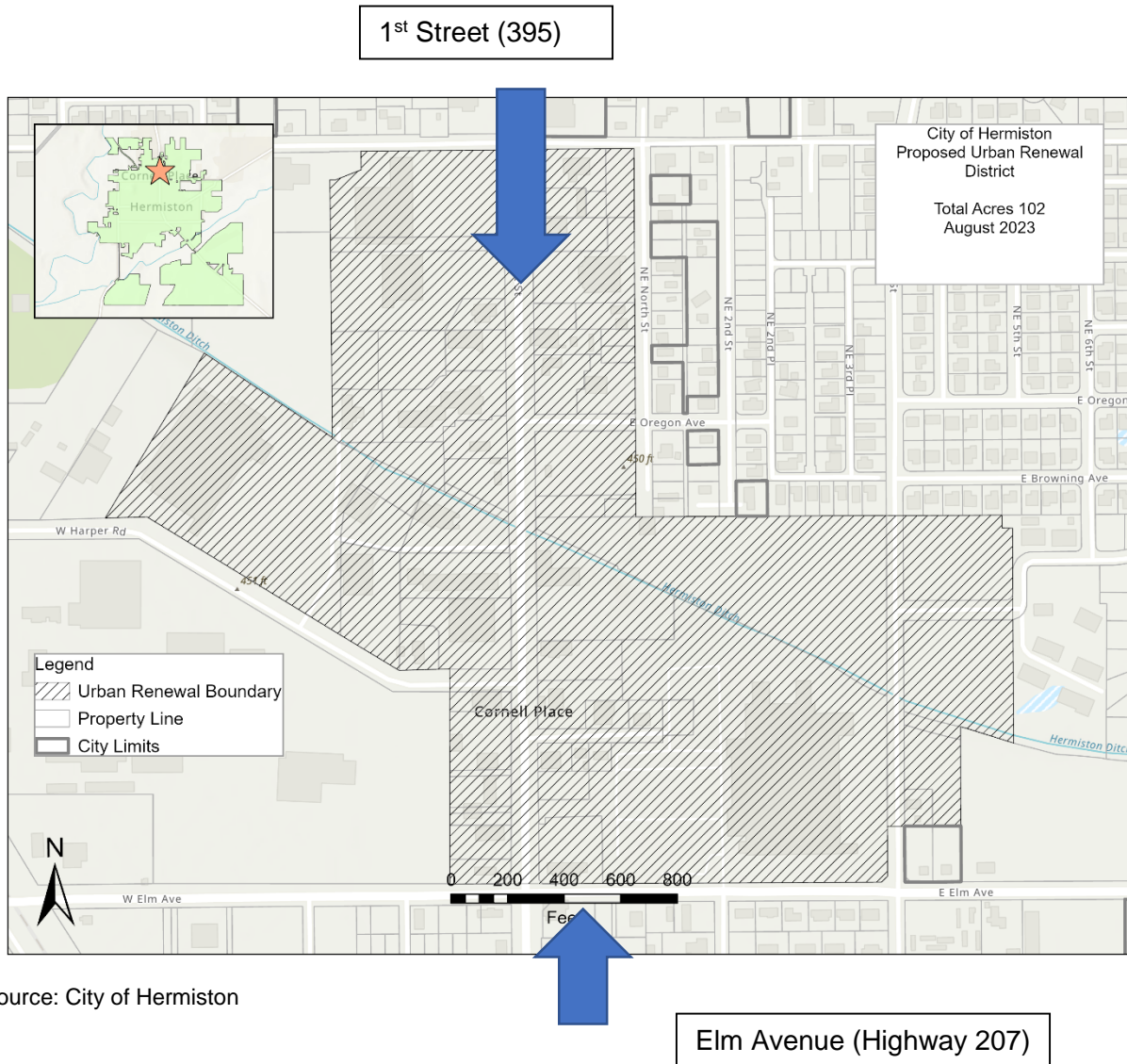
The Report provides guidance on how the Plan might be implemented. As the Hermiston Urban Renewal Agency (HURA or Agency) reviews revenues and potential projects each year, it has the authority to make adjustments to the implementation assumptions in this Report. The Agency may allocate budgets differently, adjust the timing of the projects, decide to incur debt at different times than assumed in this Report, and make other adjustments to the financials as determined by the Agency. The Agency may also make changes as allowed in the Amendments section of the Plan



**Table 1 - Statutory References**

Statutory Requirement	Report Section
ORS 457.087 (1)	XI
ORS 457.087 (2)	XII
ORS 457.087 (3)	III
ORS 457.087 (4)	IV
ORS 457.087 (5)	VII
ORS 457.087 (6)	V, VI
ORS 457.087 (7)	V, VI
ORS 457.087 (8)	IX
ORS 457.087 (9)	XIII

**Figure 1 – North Hermiston Urban Renewal District Boundary**



Source: City of Hermiston

### III. THE PROJECTS IN THE AREA AND THE RELATIONSHIP BETWEEN URBAN RENEWAL PROJECTS AND THE EXISTING CONDITIONS IN THE URBAN RENEWAL AREA

The projects identified for the North Hermiston Urban Renewal District (District) are described below, including how they relate to the existing conditions in the District. The infrastructure projects are intended to facilitate development in the District by providing a more efficient transportation system, improved water lines and access to parcels in the District.

#### A. Infrastructure Upgrades

A new east/west street (NE Aspen Drive) is proposed connecting N 1<sup>st</sup> Street to NE 4<sup>th</sup> Street. This street is proposed for construction in the easement for the Hermiston Drain. Constructing the street in the easement allows otherwise unbuildable land to be productively utilized for the public good as well as providing new points of access for the irregularly shaped parcels along the easement. This new street will provide nearly 1,300 feet of new street frontage for an area which currently has less than 100 feet of highway frontage. The street will provide pedestrian and bicycle improvements.

Aspen Drive will also provide additional opportunities for alternate circulation as traffic generated by the existing commercial users may leave N 1<sup>st</sup> Street and connect with existing residential development to the west and south without needing to travel through the congested Elm Street/1<sup>st</sup> Street intersection.

A new signal is proposed for the N 1<sup>st</sup> Street/Aspen Drive intersection. This signal is intended to aid in traffic calming on N 1<sup>st</sup> Street and to provide better traffic spacing, allowing more left turns onto the highway.

An extension of NE North Street south from the current terminus to NE Aspen Drive is proposed. This street extension is approximately 100 feet and will provide opportunities for commercial and residential traffic to the north an opportunity to use the newly constructed signal at NE Aspen Drive and avoid the unsignalized intersection of E Oregon Avenue and N 1<sup>st</sup> Street.

A new municipal water line is proposed following the NE Aspen Drive route, looping water between N 1<sup>st</sup> Street and NE 4<sup>th</sup> Street and providing service to new businesses along the route.

Right of way acquisition is required for all new streets. No existing rights of way exist, and property purchase is planned in the District.

#### EXISTING CONDITIONS:

The District extends along N 1<sup>st</sup> Street (Highway 395) between Elm Avenue and Theater Lane in Hermiston and is bounded by NE 4<sup>th</sup> Street on the east. The entire area is zoned for retail commercial use and provides a significant number of retail, dining, and service opportunities for Hermiston. The District contains numerous commercial businesses which have created increased congestion resulting from poor transportation infrastructure. The intersection of Elm Avenue (Highway 207) and N 1<sup>st</sup> Street (Highway 395) at the south boundary of the District is the busiest intersection in Oregon Department of Transportation (ODOT) Region 5, seeing an average of 29,000 vehicle trips per day. Historical poor planning and the existing built environment has created a situation where off-highway

circulation is virtually impossible, creating even higher demands on the N 1<sup>st</sup> Street corridor. The presence of the Hermiston Drain, running northwesterly through the urban renewal district adds to the congestion and development limitations. This drain, which extends on both sides of N 1<sup>st</sup> Street, is a federally owned facility which is difficult to cross without special permission, limiting parallel street creation in the past. The diagonal layout of the drain and exceptionally wide drain easements have created several irregular shaped parcels which are difficult to market and develop, hindering the ability of the area to develop with any additional density.

As noted, N 1<sup>st</sup> Street is a state highway and under the jurisdiction of the Oregon Department of Transportation for access management and signalization authority. Although there are three streets which intersect N 1<sup>st</sup> Street in this corridor (W Harper Road, E Oregon Avenue, and NE Cornell Place), none of the streets provide any opportunity for congestion relief. E Oregon Avenue and NE Cornell Place are not through streets and provide no opportunities for alternative circulation. W Harper Road does connect to Geer Road and River Road to the west, but only serves existing industrial and rural areas to the west, providing limited destinations. None of the three existing street connections are able to be signalized due to state highway minimum spacing standards.

The City of Hermiston has taken steps to mitigate some of the historic issues in the corridor. The zoning of lands along the Hermiston Drain was amended from Industrial to Commercial in 2014 intending to stimulate development of vacant parcels with compatible commercial uses. The irregular shape, large drainage easement, limited highway frontage, and limited access opportunities still hindered commercial development. Areas within the District continue to remain unutilized nine years after these efforts began. The N 1<sup>st</sup> Street corridor has some of the highest traffic volumes and highest value buildings in the City, yet further development on vacant parcels is difficult, leaving a significant commercial area underutilized. Additional investment in infrastructure will aid in development of underutilized parcels, alleviate congestion, and provide alternate circulation paths for traffic to leave the N 1<sup>st</sup> Street corridor.

Constructing the new water line is a huge incentive to redevelopment because without it there are no reasonable water connections along the Hermiston Drain available.

**B. Administration**

- 1. Financing fees
- 2. General administration including annual reporting, financial statements and administration of the Plan.

**EXISTING CONDITIONS:**

This area in Hermiston is not presently in an urban renewal district, so requires no administrative responsibilities from the urban renewal agency. Once an urban renewal plan with its associated requirements for administration exists for the District, there will be a need for administrative funds to be allocated for that administration.

**IV. THE ESTIMATED TOTAL COST OF EACH PROJECT AND THE SOURCES OF MONEYS TO PAY SUCH COSTS**

Table 2 shows the costs of the projects in Fiscal Year Ending (FYE) 2023 constant dollars and the estimated year of expenditure dollars.<sup>1</sup> These costs are also shown in “year of expenditure” costs, which assumes inflation of 5.0% annually. City staff provided the cost estimates for these projects. These estimates will be refined in the annual budgeting process, acknowledging of the limiting total cost factor of the maximum indebtedness. Different allocations may be made to different line items within the Plan.

**Table 2 - Estimated Cost of Each Project in Constant FYE 2023 and Year of Expenditure Costs**

<b>TIF District Projects</b>	<b>Constant FYE 2023 \$</b>	<b>Year of Expenditure \$<sup>1</sup></b>
NE Aspen Drive & NE North St. Street Improvements	\$815,250	\$898,813
Water Line Improvements (NE Aspen Drive)	\$161,750	\$178,329
Traffic Signage and Signaling	\$1,608,000	\$1,772,820
Construction Contingencies	\$1,020,000	\$1,124,550
Property Acquisition	\$208,000	\$229,320
Administration	\$10,000	\$11,205
Project Contingency (15%)	\$561,950	\$619,550
<b>TOTAL:</b>	<b>\$4,384,950</b>	<b>\$4,834,407</b>

Source: Anderson Perry, City of Hermiston and Johnson Economics

The majority of the projects are projected to be funded in FYE 2024 and 2025 through a \$5 million loan, with a portion of the debt service for the loan funded by other funding sources through FYE 2032, when substantial development is projected to have occurred, resulting in sufficient tax increment financing (TIF) revenues to cover the debt service.

The Plan assumes that the Agency/City will use other funds to assist in the completion of the projects within the District. The Agency/City may pursue regional, county, state, and federal funding, private developer contributions, and any other sources of funding that may assist in the implementation of the programs. This funding is identified as “other funding sources” in the financial tables.

This financial analysis shows the described projected borrowings in Table 3.

The scenario presented in this Report is only one scenario for how the Agency may decide to implement this Plan, and this scenario is financially feasible. The Agency may decide to do borrowings at different times or for different amounts, depending on their analysis at the time. The timeframes on these borrowings are designed to have all borrowings repaid at the termination of the District’s division of taxes in FYE 2040. The amounts shown are the principal amounts of the borrowings. The total payments, including interest, are shown in the second column of Table 6.

---

<sup>1</sup> The cost of Aspen Drive may be increased for pedestrian and bicycle improvements. However, the amount dedicated to this project is not expected to be increased.

**Table 3 - Estimated Borrowings and Amounts**

<b>Loan</b>	
Principal Amount	\$5,000,000
Interest Rate	5.00%
Loan Term	20
Loan Year	2024
Interest Payment Start	2024
Principal Payment Start	2024
Annual Payment	(\$401,213)

Source: Johnson Economics

**V. FINANCIAL ANALYSIS OF THE PLAN**

The estimated tax increment revenues through Fiscal Year End (FYE) 2040 are calculated based on projections of the assessed value within the District and the consolidated tax rate that will apply in the District.

The long-term projections for FYE 2025 and beyond assume an annual growth rate of 3% for existing assessed value in the District plus specific exception value assumptions. Exception value is the value of new development in the District, shown in Table 4. The exception value assumptions included in this analysis were calculated by Johnson Economics based on the number of developable parcels, acreage and projections for the timing of development.

**Table 4 - Exception Value Assumptions**

<b>Number of Developable Parcels:</b>	<b>15</b>	<b>Tax lots</b>
Total Acreage:	22.9	acres
Average Acreage:	1.5	acres
Acreage Range:	0.15 - 9.5	acres
Est. New TAV (in 2023 dollars)	\$16.9	million
Years to Full Buildout:	20	years
First FYE on Tax Roll:	2024	

Source: Johnson Economics with input from the city of Hermiston TAV taxable assessed value  
 CPR: Change Property Ratio from Umatilla County Assessor, SAL 7a, FYE 2022  
 Source: Johnson Economics with input from the City of Hermiston

If actual assessed value growth is less than forecast, then it would reduce the financial capacity of the District to fund projects listed in the Plan over the anticipated duration of the Plan.

Table 5 shows the incremental assessed value, tax rates, and tax increment revenues each year, adjusted for discounts, delinquencies, and truncation loss.

- Total AV is the estimated total assessed value of the District on an annual basis.
- Frozen base is the estimate of the assessed value of the District at its formation.
- Increment used is the total assessed value minus the frozen base.

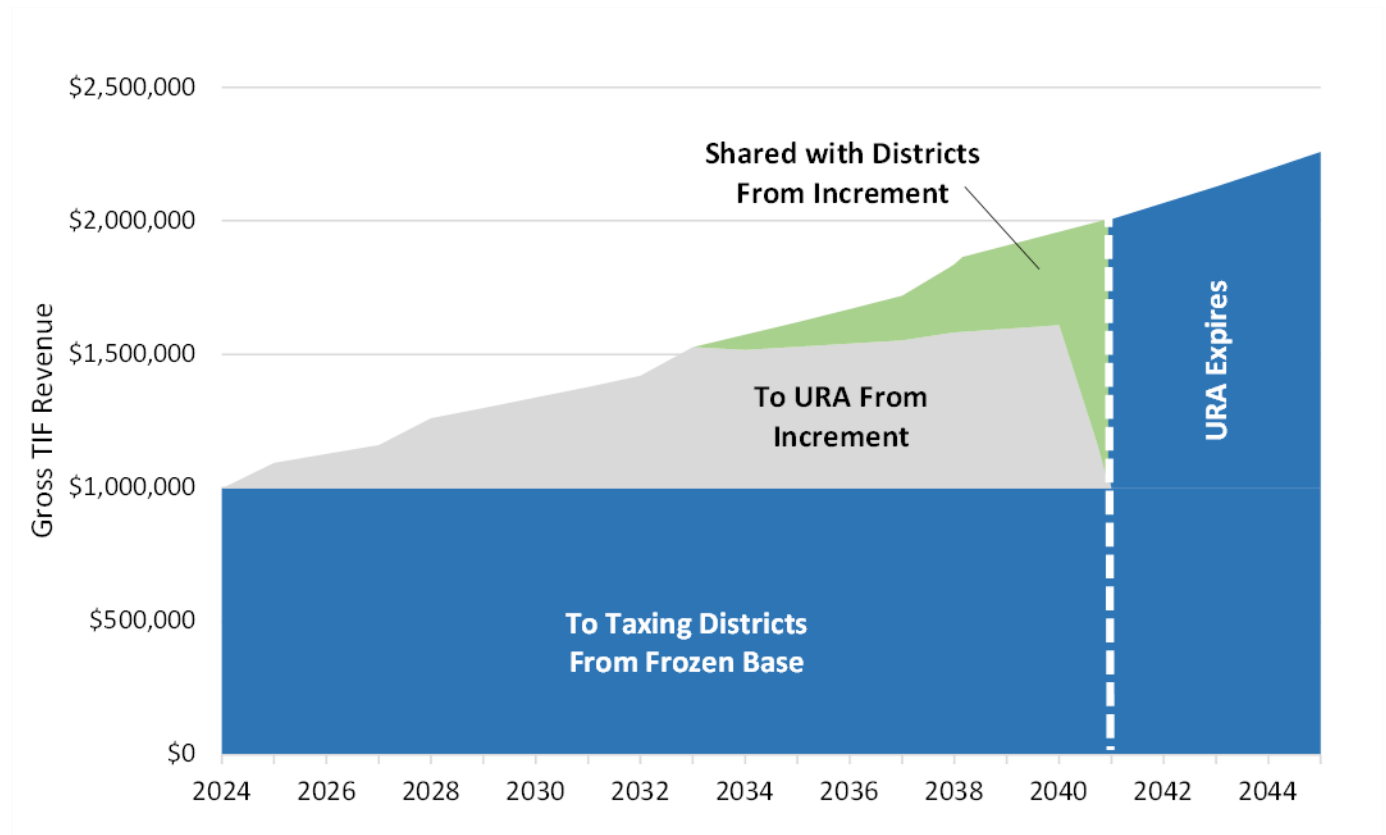
- Increment shared is the amount that will be distributed to all taxing districts according to their permanent rate due to revenue sharing. Figure 2 shows the expected tax increment collections and the timing of when revenue will be shared with the overlapping taxing districts, projected to start in FYE 2034.
- Tax rate is the total permanent rate levy for the District.
- Gross tax increment financing revenue (TIF) is calculated by multiplying the tax rate times the assessed value used. The tax rate is per thousand dollars of assessed value, so the calculation is “tax rate times assessed value used divided by one thousand.”
- Adjustments are calculated at 5% of the Gross TIF and are for discounts, delinquencies, and rate truncation.
- TIF Current Year reflects subtracting the 5% adjustment factor from Gross TIF.
- TIF Prior Years is the tax increment revenue that was delinquent the prior year and is paid by the assessor’s office once it is received. It is estimated that this amount is 1.5% of total TIF.
- Net TIF is the amount of tax increment revenues estimated to be received by the Agency.

**Table 5 - Projected Incremental Assessed Value, Tax Rates, and Tax Increment Revenues**

FYE	Total AV	Frozen Base AV	Incremental AV	Incremental AV Used	Incremental AV Shared	Tax Rate	Gross TIF	Adjustments	Current Year Net	Prior Year Net	Total TIF
2024	60,808,125	57,095,267	-	-	-	17.4674	-	-	-	-	-
2025	62,632,369	57,095,267	5,537,102	5,537,102	-	17.4674	96,719	(7,254)	89,465	-	89,465
2026	64,511,340	57,095,267	7,416,073	7,416,073	-	17.4674	129,540	(9,715)	119,824	1,344	121,168
2027	66,446,680	57,095,267	9,351,413	9,351,413	-	17.4674	163,345	(12,251)	151,094	1,801	152,895
2028	72,190,081	57,095,267	15,094,813	15,094,813	-	17.4674	263,667	(19,775)	243,892	2,270	246,163
2029	74,355,783	57,095,267	17,260,516	17,260,516	-	17.4674	301,496	(22,612)	278,884	3,665	282,549
2030	76,586,457	57,095,267	19,491,189	19,491,189	-	17.4674	340,460	(25,535)	314,926	4,191	319,117
2031	78,884,050	57,095,267	21,788,783	21,788,783	-	17.4674	380,593	(28,544)	352,049	4,732	356,781
2032	81,250,572	57,095,267	24,155,305	24,155,305	-	17.4674	421,930	(31,645)	390,286	5,290	395,576
2033	87,438,089	57,095,267	30,342,822	30,342,822	-	17.4674	530,010	(39,751)	490,259	5,865	496,124
2034	90,061,232	57,095,267	32,965,964	29,710,055	3,255,909	17.4674	518,957	(38,922)	480,036	7,367	487,403
2035	92,763,069	57,095,267	35,667,801	30,385,515	5,282,287	17.4674	530,756	(39,807)	490,949	7,214	498,163
2036	95,545,961	57,095,267	38,450,693	31,081,238	7,369,456	17.4674	542,908	(40,718)	502,190	7,378	509,568
2037	98,412,340	57,095,267	41,317,072	31,797,832	9,519,240	17.4674	555,425	(41,657)	513,769	7,546	521,315
2038	105,114,710	57,095,267	48,019,442	33,473,425	14,546,018	17.4674	584,694	(43,852)	540,842	7,720	548,562
2039	108,268,151	57,095,267	51,172,884	34,261,785	16,911,099	17.4674	598,464	(44,885)	553,579	8,127	561,707
2040	111,516,196	57,095,267	54,420,928	35,073,796	19,347,132	17.4674	612,648	(45,949)	566,699	8,319	575,018
<b>TOTAL:</b>						17.4674	6,571,614	(492,871)	6,078,743	82,830	\$6,161,573

Source: Johnson Economics

Figure 2 - TIF Projections



Source: Johnson Economics



**VI. THE ESTIMATED AMOUNT OF TAX INCREMENT REVENUES REQUIRED AND THE ANTICIPATED YEAR IN WHICH INDEBTEDNESS WILL BE RETIRED**

Table 6 shows a summary of the financial capacity of the District, including how total TIF revenue translates to the ability to fund urban renewal projects in constant 2023 dollars in five-year increments. Table 7, Table 8 and Table 9 show more detailed tables on the allocation of tax revenues to debt service. Table 10, Table 11, and Table 12 show potential allocations to projects and administration over time.

The District is anticipated to complete all projects and have sufficient tax increment finance revenue to terminate the District in FYE 2040, a 16-year time frame for taking division of tax revenues. If growth in assessed value is slower than projected, the Agency may not be able to complete all projects in the Plan. If growth in assessed value is more robust than the projections, it may take a shorter time period. These assumptions show one scenario for financing and that this scenario is financially feasible.

The maximum indebtedness is \$5,000,000 (Five Million dollars). The estimated total amount of tax increment revenues required to service the maximum indebtedness of \$5,000,000 is approximately \$6,061,457 and is from permanent rate tax levies. The total net TIF revenue is greater than the maximum indebtedness due to the projected cost of the interest on borrowings (loans). There is one loan shown in this financial analysis.

**Table 6 - TIF Capacity of the District in FYE 2023 Constant Rounded Numbers**

Total Net TIF	\$6,162,000
Maximum Indebtedness	\$5,000,000
Capacity (2023\$)	\$4,385,000
Years 1-5	\$3,422,000
Years 6-10	\$937,000
Years 11-15	\$17,000
Year 16	\$11,000

Source: Johnson Economics

Note: TIF funding does not begin until FYE 2025, so the funding in FYE 2024 is from other sources.

**Table 7 - Tax Increment Revenues and Allocations to Debt Service, page 1**

	Total	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Resources						
Beginning Balance	-	-	-	-	-	-
Other Funding Sources	1,515,879	401,213	304,494	270,329	236,067	135,275
TIF: Current Year	6,425,550	-	96,719	129,540	163,345	263,667
TIF: Prior Years	82,830	-	-	1,344	1,801	2,270
Total Resources	8,024,259	401,213	401,213	401,213	401,213	401,213
Expenditures						
Debt Service						
Scheduled Payments (Loan A)	(6,820,620)	(401,213)	(401,213)	(401,213)	(401,213)	(401,213)
Early Principal Payment (Loan A)	(1,203,639)	-	-	-	-	-
Total Debt Service	(8,024,259)	(401,213)	(401,213)	(401,213)	(401,213)	(401,213)
Debt Coverage Ratio (TIF)		-	0.24	0.33	0.41	0.66
Transfer to URA Fund (Admin)	-	-	-	-	-	-
Total Expenditures	(8,024,259)	(401,213)	(401,213)	(401,213)	(401,213)	(401,213)
Ending Balance	-	-	-	-	-	-

Source: Johnson Economics

**Table 8 - Tax Increment Revenues and Allocations to Debt Service, page 2**

	FYE 2029	FYE 2030	FYE 2031	FYE 2032	FYE 2033	FYE 2034
Resources						
Beginning Balance	-	-	-	-	-	-
Other Funding Sources	96,052	56,562	15,887	-	-	-
TIF: Current Year	301,496	340,460	380,593	421,930	530,010	518,957
TIF: Prior Years	3,665	4,191	4,732	5,290	5,865	7,367
Total Resources	401,213	401,213	401,213	427,221	535,875	526,325
Expenditures						
Debt Service						
Scheduled Payments (Loan A)	(401,213)	(401,213)	(401,213)	(401,213)	(401,213)	(401,213)
Early Principal Payment (Loan A)	-	-	-	(26,008)	(134,662)	(125,112)
Total Debt Service	(401,213)	(401,213)	(401,213)	(427,221)	(535,875)	(526,325)
Debt Coverage Ratio (TIF)	0.76	0.86	0.96	1.06	1.34	1.31
Transfer to URA Fund (Admin)	-	-	-	-	-	-
Total Expenditures	(401,213)	(401,213)	(401,213)	(427,221)	(535,875)	(526,325)
Ending Balance	-	-	-	-	-	-

Source: Johnson Economics

**Table 9 - Tax Increment Revenues and Allocations to Debt Service, page 3**

	FYE 2035	FYE 2036	FYE 2037	FYE 2038	FYE 2039	FYE 2040
Resources						
Beginning Balance	-	-	-	-	-	-
Other Funding Sources	-	-	-	-	-	-
TIF: Current Year	530,756	542,908	555,425	584,694	598,464	466,583
TIF: Prior Years	7,214	7,378	7,546	7,720	8,127	8,319
Total Resources	537,969	550,286	562,972	592,414	606,592	474,902
Expenditures						
Debt Service						
Scheduled Payments (Loan A)	(401,213)	(401,213)	(401,213)	(401,213)	(401,213)	(401,213)
Early Principal Payment (Loan A)	(136,757)	(149,073)	(161,759)	(191,201)	(205,379)	(73,689)
Total Debt Service	(537,969)	(550,286)	(562,972)	(592,414)	(606,592)	(474,902)
Debt Coverage Ratio (TIF)	1.34	1.37	1.40	1.48	1.51	1.18
Transfer to URA Fund (Admin)	-	-	-	-	-	-
Total Expenditures	537,969)	(550,286)	(562,972)	(592,414)	(606,592)	(474,902)
Ending Balance	-	-	-	-	-	-

Source: Johnson Economics

## VII. THE ANTICIPATED COMPLETION DATE FOR EACH PROJECT

The schedule for construction of projects will be based on the availability of funding. The projects will be ongoing and will be completed as directed by the Agency. Annual expenditures for program administration are also shown.

The District is anticipated to complete all projects and have sufficient tax increment finance revenue to terminate the District in FYE 2040, a 16-year program of tax increment collections.

The amount of money available for projects in 2023 constant dollars for the District is approximately \$4,834,407. See Table 2 for the individual project analysis.

Table 10 shows the approximate \$4,384,950 of 2023 constant dollars for projects inflated over the life of the District including administrative expenses. All costs shown in Table 10 are in year-of-expenditure dollars, which are adjusted by 5.0% annually to account for inflation. The year of expenditure total cost is \$4,834,407. This table shows the project costs being incurred in FYE 2024 and FYE 2025. No expenditures are shown thereafter although there may be administrative costs allocated in those years in the future as long as those costs are within the maximum indebtedness.

The 5% inflation rate is the rate to use in the future if any amendment to increase maximum indebtedness is pursued in accordance with ORS 457.470.

The Agency may change the completion dates in their annual budgeting process or as project decisions are made in administering the Plan. The following tables are prepared to show that the District is financially feasible as required by ORS 457.

**Table 10 - Programs and Costs in Year of Expenditure Dollars, Page 1**

	Total	FYE 2024	FYE 2025	FYE 2026	FYE 2027
Resources					
Beginning Balance		-	1,611,469	-	-
Transfer from TIF Fund		-	-	-	-
Bond/Loan Proceeds	4,834,407	4,834,407	-	-	-
Total Resources	6,445,877	4,834,407	1,611,469	-	-
Expenditures (YOE \$)					
NE Aspen Drive & NE North St. Street Improvements	898,813	599,209	299,604	-	-
Water Line Improvements (NE Aspen Drive)	178,329	118,886	59,443	-	-
Traffic Signage and Signaling	1,772,820	1,181,880	590,940	-	-
Construction Contingencies	1,124,550	749,700	374,850	-	-
Property Acquisition	229,320	152,880	76,440	-	-
Project Contingency and Administration (15%)	630,575	420,383	210,192	-	-
Total Expenditures	4,834,407	3,222,938	1,611,469	-	-
Ending Balance		1,611,469	-	-	-

Source: Johnson Economics

Note: Project expenditures are expected in FYE 2024 and FYE 2025. Expenditures beyond that date are anticipated for administration as there will still be financial responsibilities, debt service payments to be made, annual financial statements and reports to be completed. These administrative expenses will be allocated through the annual budgeting process.

**VIII. REVENUE SHARING**

Revenue sharing thresholds are projected to be reached in FYE 2034. This is because the threshold set in ORS 457 (annual tax increment revenues in excess of 10 percent of the maximum indebtedness) is met during FYE 2033, triggering revenue sharing.

Revenue sharing means that at the thresholds defined in ORS 457.470, the impacted taxing jurisdictions will receive a share of the taxes from incremental growth in the District. The first threshold is met when annual TIF revenues exceed 10% of the original maximum indebtedness of the Plan or \$500,000. The year after the 10% threshold is reached, the Agency will receive the 10% of the initial maximum indebtedness plus 25% of the increment above the 10% threshold, and the taxing jurisdictions will receive 75% of the increment above the 10% threshold.

The second threshold is met when annual TIF revenues exceed 12.5% of the maximum indebtedness or \$625,000. If this threshold is met, revenue for the District would be capped at 12.5% of the maximum indebtedness in all future years, with all additional tax revenue being shared with affected taxing districts.

If assessed value in the District grows more quickly than projected, the revenue sharing thresholds could be reached earlier. Revenue sharing projections are shown in Table 11.

**Table 11 – Revenue Sharing Projections**

FYE	Total AV	Frozen Base AV	Incremental AV Used	Incremental AV Shared	Tax Revenue from Shared
2023 (Base Year)	57,095,267	57,095,267	-	-	
2024	60,808,125	57,095,267	-	-	
2025	62,632,369	57,095,267	5,537,102	-	
2026	64,511,340	57,095,267	7,416,073	-	
2027	66,446,680	57,095,267	9,351,413	-	
2028	72,190,081	57,095,267	15,094,813	-	
2029	74,355,783	57,095,267	17,260,516	-	
2030	76,586,457	57,095,267	19,491,189	-	
2031	78,884,050	57,095,267	21,788,783	-	
2032	81,250,572	57,095,267	24,155,305	-	
2033	87,438,089	57,095,267	29,054,270	-	
2034	90,061,232	57,095,267	29,710,055	3,255,909	56,872
2035	92,763,069	57,095,267	30,385,515	5,282,287	92,268
2036	95,545,961	57,095,267	31,081,238	7,369,456	128,725
2037	98,412,340	57,095,267	31,797,832	9,519,240	166,276
2038	105,114,710	57,095,267	33,473,425	14,546,018	254,081
2039	108,268,151	57,095,267	34,261,785	16,911,099	295,393
2040	111,516,196	57,095,267	35,073,796	19,347,132	337,944
2041	114,861,682	57,095,267	14,101,412	43,665,002	762,714
<b>TOTAL:</b>					<b>\$1,331,560</b>

Source: Johnson Economics

**IX. IMPACT OF THE TAX INCREMENT FINANCING**

This section describes the impact of tax increment financing of the maximum indebtedness, both until and after the indebtedness is repaid, upon all entities levying taxes upon property in the District.

The impact of tax increment financing on overlapping taxing districts consists of the property tax revenues foregone on permanent rate levies as applied to the growth in assessed value in the District. These projections are for impacts estimated through FYE 2040 and are shown in Table 12 and Table 13.

The Hermiston School District # 8 and the Intermountain Education Service District are not *directly* affected by the tax increment financing, but the amounts of their taxes divided for the urban renewal plan are shown in the following tables. Under current school funding law, property tax revenues are combined with State School Fund revenues to achieve per-student funding targets. Under this system, property taxes foregone, due to the use of tax increment financing, are substantially replaced with State School Fund revenues, as determined by a funding formula at the state level.

Table 12 and Table 13 show the projected impacts to permanent rate levies of taxing districts as a result of this Plan. Table 12 shows the general government levies, and Table 13 shows the education levies.

**Table 12 - Projected Impact on Taxing District Permanent Rate Levies - General Government**

FYE	General County	City of Hermiston	Port of Umatilla	Umatilla County Fire District 1	County Radio District	Cemetery District 8	W. Umatilla Mosquito Control	Subtotal General Gov't
2024	-	-	-	-	-	-	-	-
2025	(14,594)	(31,178)	(789)	(8,965)	(871)	(472)	(1,036)	(57,905)
2026	(19,765)	(42,226)	(1,068)	(12,142)	(1,180)	(640)	(1,403)	(78,425)
2027	(24,941)	(53,283)	(1,348)	(15,321)	(1,489)	(807)	(1,770)	(98,959)
2028	(40,155)	(85,786)	(2,170)	(24,668)	(2,397)	(1,300)	(2,850)	(159,325)
2029	(46,090)	(98,466)	(2,491)	(28,314)	(2,752)	(1,492)	(3,271)	(182,876)
2030	(52,055)	(111,210)	(2,813)	(31,978)	(3,108)	(1,685)	(3,695)	(206,544)
2031	(58,199)	(124,335)	(3,145)	(35,752)	(3,474)	(1,884)	(4,131)	(230,922)
2032	(64,528)	(137,855)	(3,487)	(39,640)	(3,852)	(2,089)	(4,580)	(256,031)
2033	(80,930)	(172,895)	(4,374)	(49,716)	(4,831)	(2,620)	(5,744)	(321,110)
2034	(79,507)	(169,856)	(4,297)	(48,842)	(4,746)	(2,574)	(5,643)	(315,465)
2035	(81,262)	(173,606)	(4,392)	(49,920)	(4,851)	(2,631)	(5,768)	(322,429)
2036	(83,123)	(177,580)	(4,492)	(51,063)	(4,962)	(2,691)	(5,900)	(329,811)
2037	(85,039)	(181,674)	(4,596)	(52,240)	(5,077)	(2,753)	(6,036)	(337,414)
2038	(89,483)	(191,169)	(4,836)	(54,970)	(5,342)	(2,897)	(6,351)	(355,050)
2039	(91,628)	(195,750)	(4,952)	(56,288)	(5,470)	(2,966)	(6,503)	(363,557)
2040	(77,468)	(165,500)	(4,186)	(47,589)	(4,625)	(2,508)	(5,498)	(307,374)
<b>TOTAL:</b>	<b>(988,767)</b>	<b>(2,112,369)</b>	<b>(53,435)</b>	<b>(607,409)</b>	<b>(59,028)</b>	<b>(32,011)</b>	<b>(70,179)</b>	<b>(3,923,197)</b>

Source: Johnson Economics



Table 13 - Projected Impact on Taxing District Permanent Rate Levies – Education

FYE	Hermiston School District 8	Intermountain E.S.D.	Blue Mountain CC	Subtotal (Education)	Total (Govt. and Education)
2024	-	-	-	-	-
2025	(25,019)	(3,154)	(3,387)	(31,560)	(89,465)
2026	(33,886)	(4,271)	(4,587)	(42,744)	(121,168)
2027	(42,758)	(5,390)	(5,788)	(53,936)	(152,895)
2028	(68,841)	(8,677)	(9,319)	(86,837)	(246,163)
2029	(79,017)	(9,960)	(10,696)	(99,673)	(282,549)
2030	(89,243)	(11,249)	(12,080)	(112,573)	(319,117)
2031	(99,776)	(12,577)	(13,506)	(125,859)	(356,781)
2032	(110,626)	(13,944)	(14,975)	(139,545)	(395,576)
2033	(138,745)	(17,488)	(18,781)	(175,014)	(496,124)
2034	(136,306)	(17,181)	(18,451)	(171,938)	(487,403)
2035	(139,315)	(17,560)	(18,858)	(175,734)	(498,163)
2036	(142,504)	(17,962)	(19,290)	(179,757)	(509,568)
2037	(145,789)	(18,376)	(19,735)	(183,901)	(521,315)
2038	(153,409)	(19,337)	(20,766)	(193,513)	(548,562)
2039	(157,085)	(19,800)	(21,264)	(198,150)	(561,707)
2040	(132,810)	(16,740)	(17,978)	(167,528)	(474,902)
<b>TOTAL:</b>	<b>(1,695,130)</b>	<b>(213,668)</b>	<b>(229,462)</b>	<b>(2,138,260)</b>	<b>(6,061,457)</b>

Source: Johnson Economics Please refer to the explanation of the schools funding in the preceding section

Table 14 shows the projected increased revenue to the taxing jurisdictions after tax increment proceeds are projected to be terminated. These projections are for FYE 2041.

The Frozen Base is the assessed value of the District established by the County Assessor at the time the District is established. Excess Value is the increased assessed value in the District above the Frozen Base.

**Table 14 - Additional Revenues Obtained after Termination of TIF - FYE 2041**

Taxing District	Tax Rate	From Frozen Base	From Excess Value	Total
General Government				
General County	2.8487	162,647	174,375	337,023
City of Hermiston	6.0860	347,482	372,538	720,020
Port of Umatilla	0.1539	8,787	9,421	18,208
Umatilla County Fire District 1	1.7500	99,917	107,121	207,038
County Radio District	0.1700	9,706	10,406	20,112
Cemetery District 8	0.0923	5,270	5,650	10,920
W. Umatilla Mosquito Control	0.2021	11,539	12,371	23,910
Subtotal	11.3030	645,348	691,882	1,337,230
Education				
Hermiston School District 8	4.8877	279,065	299,187	578,252
Intermountain E.S.D.	0.6156	35,148	37,682	72,830
Blue Mountain CC	0.6611	37,746	40,467	78,213
Subtotal	6.1644	351,958	377,337	729,295
<b>TOTAL:</b>	<b>17.4674</b>	<b>997,306</b>	<b>1,069,219</b>	<b>2,066,525</b>

Source: Johnson Economics

**X. COMPLIANCE WITH STATUTORY LIMITS ON ASSESSED VALUE AND SIZE OF URBAN RENEWAL AREA**

State law limits the percentage of both a municipality’s total assessed value and the total land area that can be contained in an urban renewal district at the time of its establishment to 25% for municipalities under 50,000 in population. As noted below, the frozen base (assumed to be FYE 203 values), including all real, personal, manufactured, and utility properties in the Area, is projected to be \$57,095,267. The Umatilla County Assessor will certify the frozen base once the urban renewal plan is adopted. The frozen base assessed value of the City of Hermiston Downtown Urban Renewal District is \$42,262,899. The projected frozen base of the Southwest Hermiston Urban Renewal District is \$3,121,349. The Downtown Urban Renewal District has excess value of \$15,049,186. The total assessed value of the City of Hermiston as stated in the Umatilla County Assessor SAL 4a for FYE 2023 was \$1,262,014,564.

The percentage of total City assessed value in urban renewal districts is 8.23%, below the 25% threshold. ORS 457.160 (2)(b) states “For municipalities having a population of less than 50,000, according to the latest state census:

- A. The assessed value for the urban renewal areas of the plan, when added to the total assessed value previously certified by the assessor for other urban renewal plans of the municipality for which a division of ad valorem taxes is provided, exceeds a figure equal to 25 percent of the total assessed value of that municipality, exclusive of any increased assessed value for other urban renewal areas and without regard to adjustments made pursuant to [ORS 457.435](#).”

The District contains approximately 102 acres, including public rights-of-way. The City of Hermiston Downtown Urban Renewal District contains 125.2 acres. The Southwest Hermiston Urban Renewal District contains 392.8 acres. The City of Hermiston contains 5,402 acres. This puts 11.48% of the city’s acreage in an urban renewal district, which is below the 25% threshold.

**Table 15 – Urban Renewal District Conformance with Assessed Value and Acreage Limits**

	Acreage	Assessed Value
A. City of Hermiston Downtown Urban Renewal District	125.2	\$42,262,899
B. Southwest Hermiston Urban Renewal District	392.8	\$3,121,349
C. North Hermiston Urban Renewal District	102	\$57,095,267
D. Total Acreage/Assessed Value in URDs	620	\$102,479,515
E. Excess Value		\$16,832,001
F. City of Hermiston	5,402	\$1,262,014,564
% of City Acreage =(D/F)	11.48%	
% of City Assessed Value =(D/(F-E))		8.23%

Source: Compiled by Elaine Howard Consulting, LLC with data from Johnson Economics, City of Hermiston, and Umatilla County Department of Assessment and Taxation SAL 4a and SAL 4e (FYE 2023)

## XI. EXISTING PHYSICAL, SOCIAL, AND ECONOMIC CONDITIONS AND IMPACTS ON MUNICIPAL SERVICES

This section of the Report describes existing conditions within the District and documents the occurrence of “blighted areas,” as defined by ORS 457.010(1).

### A. Physical Conditions

#### 1. Land Use

The District measures 102 total acres in size, which is composed of 63 individual parcels encompassing 93.49 acres, and an additional 8.51 acres in public rights-of-way. An analysis of FYE 2023 property classification data from the Umatilla County Department of Assessment and Taxation database was used to determine the land use designation of parcels in the District. By acreage, Commercial (81.55%) accounts for the most prevalent land use within the area. This was followed by Industrial (12.91%). Detailed land use designations in the District can be seen in Table 16..

**Table 16 - Land Use in the District**

Land Use	Parcels	Acres	Percent of Acres
Commercial	47	76.24	81.55%
Industrial	2	12.07	12.91%
Residential	7	2.18	2.33%
Miscellaneous	4	2.16	2.31%
Farm	1	0.45	0.48%
Exempt	2	0.39	0.42%
<b>TOTAL:</b>	<b>63</b>	<b>93.49</b>	<b>100.00%</b>

Source: Compiled by Elaine Howard Consulting with data from Johnson Economics received from the Umatilla County Department of Assessment and Taxation (FYE 2023)

**2. Comprehensive Plan Designations**

There are only two comprehensive plan designations in the District. The most prevalent comprehensive plan designation by acreage in the District is Commercial (87.98%). The second most prevalent comprehensive plan designation in the District is Industrial (11.04%). Detailed comprehensive plan designations in the District can be seen in Table 17. The Industrial tax lot also has a small portion that is designated as Commercial, but the majority of the tax lot is Industrial.

**Table 17 – Comprehensive Plan Designations in the District**

Comprehensive Plan Designation	Tax Lots	Acres	Percent of Acres
Commercial	59	82.25	87.98%
Industrial	1	10.32	10.94%
Mobile Home	4	1.01	1.08%
TOTAL:	63	93.49	100.00%

Source: Compiled by Elaine Howard Consulting with data from Johnson Economics received from the Umatilla County Department of Assessment and Taxation (FYE 2023)

**3. Zoning Designations**

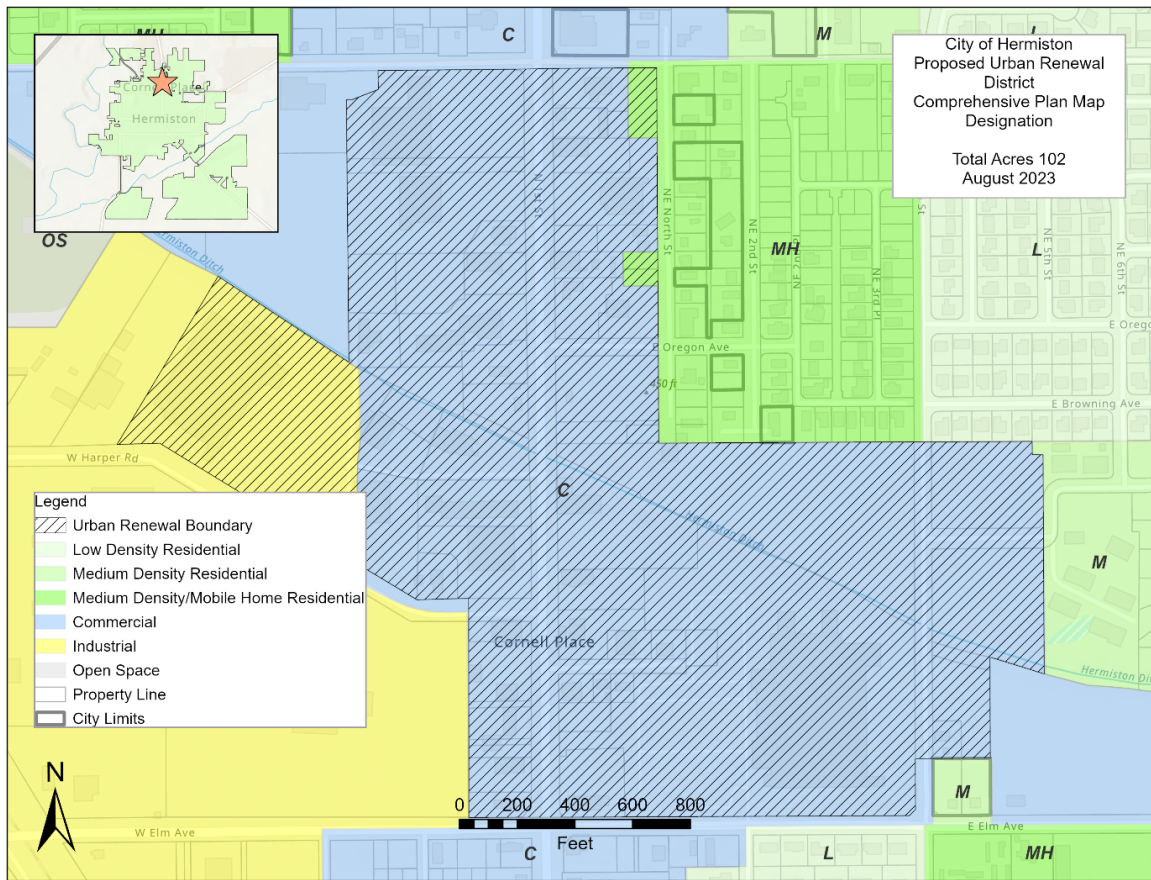
There are only two zoning designations in the District. The most prevalent zoning designation by acreage in the District is the Outlying Commercial Zone (C-2) (87.98%). The second most prevalent zoning designation in the District is the Light Industrial Residential Zone (M-1) (1.08%). Detailed zoning designations in the District can be seen in Table 18. The Light Industrial tax lot also has a small portion that is zoned as Commercial, but the majority of the tax lot is Industrial.

**Table 18 - Zoning Designations in the District**

Zoning Designations	Tax Lots	Acres	Percent of Acres
Outlying Commercial Zone (C-2)	59	82.25	87.98%
Light Industrial (M-1)	1	10.23	10.94%
Multi-Structure Residential Zone (R-4)	4	1.01	1.08%
TOTAL:	63	93.49	100.00%

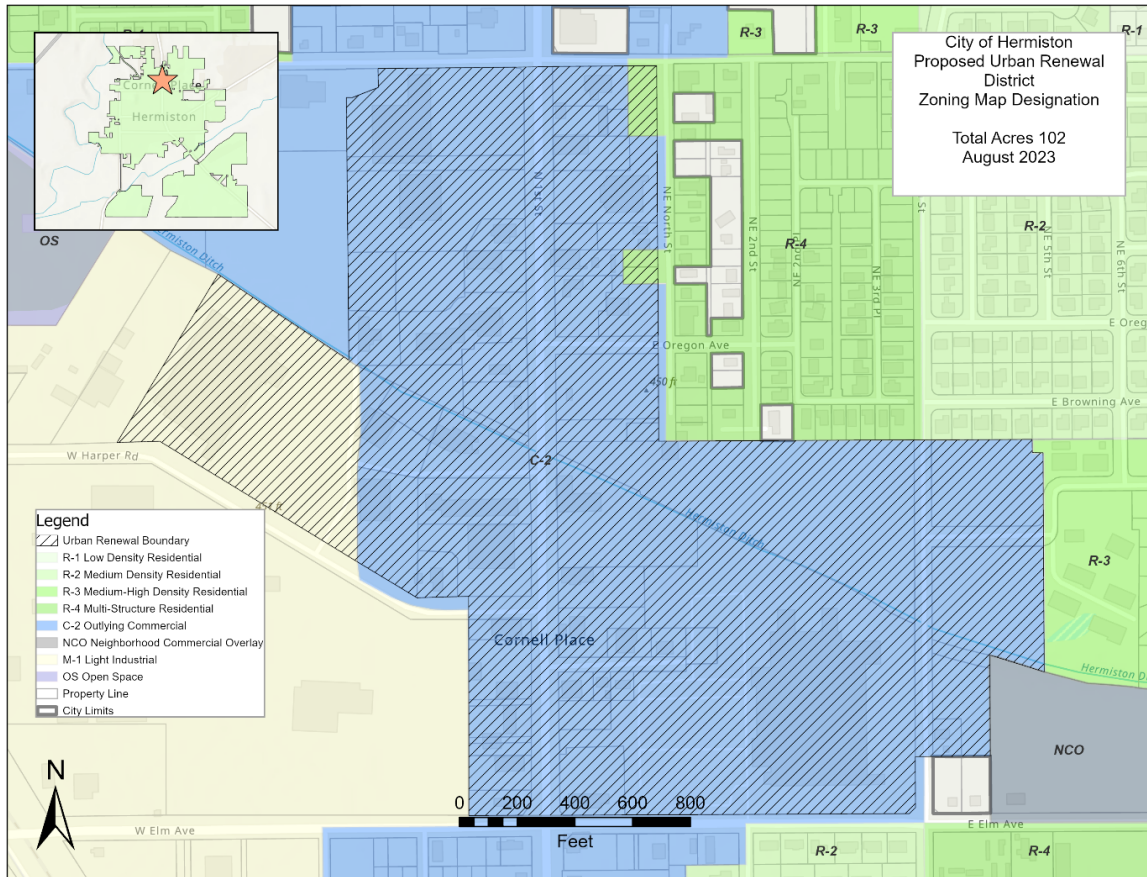
Source: Compiled by Elaine Howard Consulting with data from Johnson Economics received from the Umatilla County Department of Assessment and Taxation (FYE 2023)

Figure 3 - Hermiston Urban Renewal District Comprehensive Plan Designations



Source: City of Hermiston

Figure 4 - Hermiston Urban Renewal District Zoning Designations



Source: City of Hermiston

## B. Infrastructure

This section identifies the existing conditions in the District to assist in **establishing blight in the ordinance adopting the urban renewal plan.** There are projects identified by the City of Hermiston in itemizing blighting conditions in the District. **This does not mean that all of these projects are included in the urban renewal plan.** The specific projects that are included in the Plan are listed in Sections III and IV of this report.

### 1. Transportation

The following transportation system is required in the District:

A new east/west street connecting N 1<sup>st</sup> St to NE 4<sup>th</sup> St (NE Aspen Drive).

This street is proposed for construction in the easement for the Hermiston Drain. Constructing the street in the easement allows otherwise unbuildable land to be productively utilized for the public good as well as providing new points of access for the irregularly shaped parcels along the easement. This new street will provide nearly 1,300 feet of new street frontage for an area which currently has less than 100 feet of highway frontage.

Aspen Drive will also provide additional opportunities for alternate circulation as traffic generated by the existing commercial users may leave N 1<sup>st</sup> St and connect with existing residential development to the west and south without needing to travel through the congested Elm/1<sup>st</sup> St intersection.

A new signal is proposed for the N 1<sup>st</sup> St/Aspen Drive intersection. This signal is intended to aid in traffic calming on N 1<sup>st</sup> Street and to provide better traffic spacing, allowing more left turns onto the highway.

An extension of NE North St south from the current terminus to NE Aspen Drive is proposed. This street extension is approximately 100 feet and will provide opportunities for commercial and residential traffic to the north an opportunity to use the newly constructed signal at NE Aspen Drive and avoid the unsignalized intersection of E Oregon Ave and N 1<sup>st</sup> St.



**2. Water, Sanitary Sewer and Storm Water**

The *Hermiston Capital Improvement Plan* (CIP) was completed in January 2021 by Anderson Perry & Associates, Inc. The following information comes from that document.

There is a need for a new municipal water line following the NE Aspen Drive route, looping water between N 1<sup>st</sup> Street and NE 4<sup>th</sup> Street and providing service to new businesses along the route.

**C. Social Conditions**

According to information from the Umatilla County Assessor’s office, the District contains seven parcels with 2.18 acres that have residential uses. Since there are such limited residential uses in the District, the following demographics are presented for the City of Hermiston as a whole.

According to the US Census 2016-2020 update, there are 6,041 households on Hermiston with 2.87 persons in each household. Forty-five percent of the residents speak a language other than English at home.

The following social conditions were taken from the <https://www.census.gov/quickfacts/hermistoncityoregon> Approximately 79% of the residents are white. 52% of the Hermiston residents identify as Hispanic or Latino.

**Table 19 – Race in the District**

Race	Percent
White alone, percent	78.90%
Black or African American alone, percent(a)	0.30%
American Indian and Alaska Native alone, percent(a)	0.20%
Asian alone, percent(a)	0.20%
Native Hawaiian and Other Pacific Islander alone, percent(a)	0.10%
Two or More Races, percent	7.40%
Hispanic or Latino, percent(b)	52.30%
White alone, not Hispanic or Latino, percent	44.50%

Source: US Census Quick Facts

The largest percentage of residents (31.50%) .in Hermiston are under 18 years of age.

**Table 20 - Age in the District**

Age	Percent
Persons under 5 years, percent	8.20%
Persons under 18 years, percent	31.50%
Persons 65 years and over, percent	11.50%
Female persons	51.3%

Source: US Census Quick Facts

In Hermiston, 69 % of the residents have graduated from high school but have not attended college. An additional 16% of residents have earned a bachelor’s degree or higher.

**Table 21 - Educational Attainment in the District**

Education	Percent
High school graduate or higher, percent of persons age 25 years+, 2016-2020	69.20%
Bachelor's degree or higher, percent of persons age 25 years+, 2016-2020	16.00%

Source US Census Quick Facts

**D. Economic Conditions**

**1. Taxable Value of Property within the District**

The estimated total assessed value of the District calculated with data from the Umatilla County Department of Assessment and Taxation for FYE 2023 including all real, personal, manufactured, and utility properties, is estimated to be \$57,095,267.

**2. Building to Land Value Ratio**

Table 22 shows the improvement to land ratios (I:L) for properties within the District. Two tax lots in the District are exempt from taxation. Fifteen parcels representing approximately 23% of the District have no improvement value. A reasonable I:L ratio for properties in the District is 2.0. Thirty-two of the 63 tax lots in the District, totaling 64.45% of the acreage have I:L ratios of 2.0 or more in FYE 2023. In summary, approximately one quarter of the District is underdeveloped and not contributing significantly to the tax base in Hermiston.

**Table 22 - Improvement to Land Ratios in the District**

Improvement to Land Ratio	Parcels	Acres	Percent of Acres
Exempt	2	0.39	0.42%
No Improvement Value	15	21.40	22.89%
0.01-0.50	4	3.05	3.26%
0.51-1.00	2	1.25	1.34%
1.01-1.50	5	2.58	2.76%
1.51-2.00	3	4.57	4.89%
2.01-2.50	7	6.69	7.16%
2.51-3.00	5	4.73	5.06%
3.01-4.00	8	8.44	9.03%
> 4.00	12	40.39	43.20%
TOTAL:	63	93.49	100.00%

Source: Compiled by Elaine Howard Consulting with data from Johnson Economics received from the Umatilla County Department of Assessment and Taxation (FYE 2023)

**E. Impact on Municipal Services**

The fiscal impact of tax increment financing on taxing districts that levy taxes within the District (affected taxing districts) is described in Section IX of this Report. This subsection discusses the fiscal impacts resulting from potential increases in demand for municipal services.

The projects being considered for future use of urban renewal funding are for improving the transportation network and providing water system upgrades to facilitate improved safety, alternative routes and improved provision of water.

It is anticipated that these improvements will catalyze development on the undeveloped parcels in the District and improve safety for all transportation modes. Without these improvements, much of this land is undevelopable.

The financial impacts from tax increment collections will be countered by future economic development, and, in the future, adding increases in assessed value to the tax base for all taxing jurisdictions, including the City.

**XII. REASONS FOR SELECTION OF EACH URBAN RENEWAL AREA IN THE PLAN**

The reason for selecting the District is to provide the ability to fund projects and programs necessary to cure blight within the District. The outcome of implementing these projects is anticipated to be an increase to the economic growth in Hermiston by providing infrastructure improvements to improve the safety and functioning of the transportation network in the District and providing upgraded water systems.

**XIII. RELOCATION REPORT**

When the Agency acquires occupied property under the Plan, residential or commercial occupants of such property shall be offered relocation assistance, as required under applicable state law. Prior to such acquisition, the Agency shall adopt rules and regulations, as necessary, for the administration of relocation assistance. The Agency will comply with all applicable state law in providing these potential benefits. At the writing of this report, the Agency anticipates acquiring right of way in the District.