



# CITY COUNCIL & URBAN RENEWAL AGENCY

## AGENDA

MONDAY, MARCH 10, 2025

*Where Life is Sweet*

COUNCIL CHAMBERS - 180 NE 2ND ST.

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

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

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

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

**2. DECLARATION OF QUORUM**

**3. FLAG SALUTE**

**4. 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.*

**5. CONSENT AGENDA**

**A.** IGA with ODOT to help fund the Hermiston Transportation System Plan (TSP) update.

**B.** City of Hermiston - Hermiston Urban Renewal Agency IGA for Loan and Repayment for design and construction loan for NE Aspen Drive

**C.** Minutes of the February 24th City Council Regular, Work Session, and Urban Renewal Agency Meetings

- D. Parks and Recreation Committee Confirmation Appointments for Remaining 3-year terms ending October 31, 2027, Position 1, Jay Ego and term ending October 31, 2026, Position 7 Douglas Minton.

E. Committee Vacancy Announcement

## **6. ITEMS REMOVED FROM CONSENT AGENDA**

## **7. ORDINANCES AND RESOLUTIONS**

A. Resolution No. 2358 - Authorizing the City Manager to Apply for Matching Funds for Improvements to HEROS Sportsplex

B. Resolution No. 2359 – Airport RPZ Property Acquisition COAR Grant Acceptance

C. Resolution No. 2360 – Monitoring Well Purchase

## **8. COMMITTEE REPORTS**

A. City Committee and Liaison:

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

B. Mayor's Report

C. Council President Report

D. Council Report

E. Youth Advisory Report

F. Assistant City Manager's Report

## **9. ADJOURN CITY COUNCIL MEETING AND CONVENE URBAN RENEWAL AGENCY MEETING - At or After 7:30 PM**

## **10. CALL TO ORDER**

## **11. NEW BUSINESS**

A. City of Hermiston - Hermiston Urban Renewal Agency IGA for Loan and Repayment for design and construction loan for NE Aspen Drive

## **12. 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.



*Where Life is Sweet*

Mayor and Members of the City Council  
**STAFF REPORT**  
 For the Meeting of March 10, 2025

**Title/Subject**

IGA with ODOT to help fund the Hermiston Transportation System Plan update.

**Summary and Background**

The City was awarded a TGM planning grant by the State of Oregon in 2023 to be used for updating the city's Transportation System Plan (TSP). Although the grant was awarded in 2023, the state is not able to specify the terms or amount of the grant until a scope of work has been developed and a contractor selected. Staff worked with ODOT to develop the scope of work over the course of 2024. Additionally, Kittelson and Associates has been selected as the contractor to work with city staff to update the TSP.

The total budget for the TSP update is \$249,500. The city is responsible for a \$28,614 match. It is anticipated that the majority of the city will match will be in-kind funding based on staff time and materials. The agreement requires completion of the project by March of 2027.

**Tie-In to Council Goals**

Execution of this agreement enables the city, consultant, and ODOT to begin work on the TSP update (Goal 1.4)

**Fiscal Information**

The total project budget is \$249,500. The city match for the grant is \$28,614. City match is expected to be a mix of in-kind staff time and materials and cash as needed to complete the terms.

**Alternatives and Recommendation**

**Alternatives**

The city council may choose to adopt, reject, or request modification of the IGA.

**Recommended Action/Motion**



The IGA was prepared by the attorney general's office and has been reviewed by the city attorney. Staff recommends that the city council approve the IGA.

**Submitted By:**

Clinton Spencer, Planning Director

## **INTERGOVERNMENTAL AGREEMENT**

### **City of Hermiston, Transportation System Plan Update**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation ("ODOT" or "Agency"), and the City of Hermiston ("City" or "Grantee").

### **BACKGROUND**

1. The Transportation and Growth Management ("TGM") Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.
3. This TGM Grant (as defined below) is financed with Federal Highway Administration ("FHWA") funds. Local funds are used as match for federal funds.
4. By authority granted in Oregon Revised Statutes ("ORS") 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.
5. ODOT has awarded City an in-kind grant under the TGM Program (the "TGM Grant") which is conditional upon the execution of this Agreement.
6. The parties desire to enter into this Agreement for their mutual benefit.

### **SECTION 1. DEFINITIONS**

Unless the context requires otherwise, the following terms, when used in this Agreement, shall have the meanings assigned to them below:

- A. "City's Amount" means the portion of the Grant Amount payable by ODOT to City for performing the tasks indicated in Exhibit A as being the responsibility of City.
- B. "City's Matching Amount" means the amount of matching funds which City is required to expend to fund the Project.
- C. "City's Project Manager" means the individual designated by City as its project manager for the Project.

D. "Consultant" means the personal services contractor(s) (if any) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).

E. "Consultant's Amount" means the portion of the Grant Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.

F. "Direct Project Costs" means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs.

G. "Federally Eligible Costs" means those costs which are Direct Project Costs of the type listed in Exhibit C incurred by City and ODOT's Consultant during the term of this Agreement.

H. "Grant Amount" or "Grant" means the total amount of financial assistance contributed by ODOT under this Agreement.

I. "ODOT's Contract Administrator" means the individual designated by ODOT to be its contract administrator for this Agreement.

J. "PSK" means the personal services contract(s) executed between ODOT and the Consultant related to the portion of the Project that is the responsibility of the Consultant.

K. "Project" means the project described in Exhibit A.

L. "Termination Date" has the meaning set forth in Section 2.A below.

M. "Total Project Costs" means the total amount of money required to complete the Project.

N. "Work Product" has the meaning set forth in Section 5.I below.

## SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on March 19, 2027 ("Termination Date"), unless terminated earlier in accordance with Section 8 of this Agreement.

B. Grant Amount. The Grant Amount shall not exceed \$249,500.

C. City's Amount. The City's Amount shall not exceed \$0.

D. Consultant's Amount. The Consultant's Amount shall not exceed \$249,500.

E. City's Matching Amount. The City's Matching Amount is \$28,614 or 10.27% of the Total Project Costs.

### SECTION 3. CITY'S MATCHING AMOUNT

A. City shall meet the Matching Amount through documentation of Direct Project Costs that City incurs after the execution of this Agreement and monetized volunteer hours. Direct Project Costs shall not be paid for with Federal funds.

B. City shall document progress toward City's Matching Amount through submission of a cost report and a progress report to ODOT's Contract Administrator no later than April 30<sup>th</sup>, July 31<sup>st</sup>, October 31<sup>st</sup> and January 31<sup>st</sup> for the prior calendar quarter, with the final cost report and progress report due 30 days after the Termination Date. Cost reports shall include 100% of City's Direct Project Costs incurred after the execution of this Agreement. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred. This Section 3 survives termination of the Agreement.

C. City Any travel expenses that City designates as Direct Project Costs to which City's Matching Amount will be applied must comply with State of Oregon Accounting Manual, General Travel Rules, as effective on the date the expenses are incurred.

### SECTION 4. CITY'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION

A. City represents and warrants to ODOT as follows:

1. It is a municipality or intergovernmental entity duly organized and existing under the laws of the State of Oregon.

2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.

3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of City.

4. This Agreement has been executed and delivered by an authorized officer(s) of City and constitutes the legal, valid and binding obligation of City enforceable against it in accordance with its terms.

5. The authorization, execution and delivery of this Agreement by City, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which City or its property is bound.

6. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of City.

B. City understands and agrees that ODOT's obligation hereunder is contingent on ODOT having received funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

#### **SECTION 5. GENERAL COVENANTS OF CITY**

A. City shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. City shall complete the Project; provided, however, that City shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

B. City shall, in a good and workmanlike manner, perform the work on the Project, and provide the deliverables for which City is identified in Exhibit A as being responsible.

C. City shall perform such work identified in Exhibit A as City's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. City shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. City understands and agrees that all employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126(2). Employers Liability insurance with coverage limits of not less

than \$500,000 must be included. City shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with these requirements.

E. City shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

F. City agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, City agrees to:

- (1) Meet with ODOT's Contract Administrator; and
- (2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

G. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, City expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

H. City shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, City shall maintain any other records pertinent to this Agreement in such a manner as to clearly document City's performance. City acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of City that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

I. City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

J. (1) All of City's work product related to the Project that results from this Agreement (collectively, "Work Product") is the exclusive property of ODOT. ODOT and City intend that such Work Product be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, such Work Product is not deemed "work made for hire", City hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any

other state or federal intellectual property law or doctrine. City shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. City forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) ODOT hereby grants to City a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public or publish the Work Product on its official website.

(3) City shall ensure that any Work Product produced pursuant to this Agreement includes the following statement:

“This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, with FHWA, local government, and State of Oregon funds.

“The contents of this document do not necessarily reflect the views or policies of the State of Oregon.”

K. Unless otherwise specified in Exhibit A, City shall submit all final Work Product produced in accordance with this Agreement to ODOT’s Contract Administrator in the following form:

- (1) two hard copies; and
- (2) in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on compact diskettes.

L. Within 30 days after the Termination Date, City shall (1) pay to ODOT City’s Matching Amount less Direct Project Costs that are Federally Eligible Costs previously reported as City’s Matching Amount. ODOT may use any funds paid to it under this Section 5.L (1) or any of the City’s Matching Amount that is applied to the Project pursuant to Section 3 to substitute for an equal amount of the FHWA funds used for the Project or use such funds as matching funds; and (2) provide to ODOT’s Contract Administrator, in a format prescribed by ODOT, a completion report. This completion report shall contain:

- (a) The permanent location of Project records (which may be subject to audit);

- (b) A summary of the Total Project Costs, including a breakdown of those Project costs that are being treated by City as City's Matching Amount. City shall attest that generally accepted accounting principles, State of Oregon Accounting Manual, General Travel Rules and the definitions of ORS 294.311 were applied and that federal funds were not used to meet the Matching Amount;

and

- (c) A list of final deliverables.

## SECTION 6. CONSULTANT

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with a Consultant to accomplish the work described in Exhibit A. In such a case, even though ODOT, rather than City, is the party to the PSK with the Consultant, ODOT and City agree that, as between themselves:

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of City, to the extent permitted by applicable law;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from City;
- C. ODOT shall serve as the lead contracting agency and contract administrator for the PSK related to the work under this Agreement, including monitoring the work of its Consultant.
- D. City shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- E. City will appoint a Project Manager to:
  - (1) be City's principal contact person for ODOT's Contract Administrator on all matters dealing with the Project;
  - (2) collaborate with ODOT's Contract Administrator regarding coordination of work as described in Exhibit A and City personnel, as necessary; and
  - (3) review invoices forwarded to City from ODOT's Contract Administrator on any deliverables produced by ODOT's Consultant and communicate any concerns City may have to ODOT's Contract Administrator.



## SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS

- A. ODOT represents that, at the time ODOT executes this Agreement, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this Agreement within the appropriation or limitation of its current biennial budget.
- B. ODOT represents that the statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.
- C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.
- D. If the TGM Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

## SECTION 8. TERMINATION

This Agreement may be terminated by mutual written consent of all parties, or by ODOT effective 30 days following written notice to City. In addition, ODOT may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by ODOT, under any of the following conditions:

- A. City fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 calendar days of receipt of written notice or by the date specified by ODOT in such written notice.
- B. Consultant fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 calendar days of receipt of written notice or by the date specified by ODOT in such written notice.
- C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.

D. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

In the event of termination, ODOT shall have any remedy available to it under this Agreement, at law, or in equity, including but not limited to withholding of or setoff against any disbursements otherwise due under this Agreement. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

## SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to ODOT or City at the address or number set forth in Exhibit B to this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice delivered by email shall be deemed to be given when confirmation of the transmission is generated by the transmitting computer. To be effective against ODOT, such facsimile or email transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and City are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 5(H), 5(I), 5(K) and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. The parties agree as follows:

(a) Contribution.

(1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Grantee ("Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 9(E) with respect to the Third Party Claim.

(2) With respect to a Third Party Claim for which ODOT is jointly liable with the Grantee (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

(3) With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(b) Choice of Law; Designation of Forum; Federal Forum.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(3) Notwithstanding Section 9.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 9.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 9.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding mediation or non-binding arbitration) to resolve the dispute short of litigation.

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

G. This Agreement may be executed in several counterparts (facsimile or otherwise), all of which when taken together shall constitute one agreement binding on all

TGM Grant Agreement No. PO-73000-00042789

TGM File Code 5B-23

EA # TG23LA23

parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original. Electronic signatures and copies of signatures by facsimile, electronic scan, or other electronic means will be considered original signatures.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives are duly authorized, have read this Agreement, understand it, and agree to be bound by its terms and conditions.

### City

*City of Hermiston*

By: \_\_\_\_\_  
(Official's Signature)

\_\_\_\_\_  
(Printed Name and Title of Official)

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

### ODOT

STATE OF OREGON, by and through its  
Department of Transportation

By: \_\_\_\_\_  
Amanda Pietz, Division Administrator or  
designee  
Policy, Data & Analysis Division

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

## EXHIBIT A

City understands that the Consultant has significant tasks related to, and involvement with the Project. As such Agency will enter into a separate PSK (B38918 W22 / PO-73000-00005653:9) ("Project Contract") with the Consultant to provide Services to the Project as described in the Statement of Work and Delivery Schedule of the Project Contract. City shall work closely with Agency or it's Consultant to perform the Services related to this Project. City shall perform such work described in the Statement of Work and Delivery Schedule of the Project Contract and identified as City's responsibility. Information regarding the Consultant deliverables and responsibilities is for informational purposes only and are not the responsibility of the City.

### **Project Purpose/Transportation and Relationship**

The City of Hermiston ("City") Transportation System Plan ("TSP") Update (the "Project") will assist and guide the next 20 years of growth in the community. The most recent City TSP, adopted in 1997 and subsequent amendments, ("Current TSP") requires comprehensive updates to address transportation challenges, development pressures and incorporate regional plans, including the 2022 Umatilla River Bridge Plan. With the region entering a new period of rapid growth, the fundamental assumptions and strategies of the Current TSP are overdue for revisiting and updating. A modern TSP along with amendments to the development code and comprehensive plan policies will assist the community with responding to population growth, transportation capacity issues and implementation of multimodal improvements to the transportation network within the City ("Updated TSP").

### **Project Area**

The Project Area is the lands within the City's city limits and unincorporated areas of Umatilla County ("County") within the Urban Growth Boundary ("UGB").

### **Background**

The Current TSP dates to 1997 with 5 major updates, most recently in 2015 to accommodate new retail development. A 2019 TSP Assessment conducted by the Department of Land Conservation and Development ("DLCD") included a recommendation to update the Current TSP. Likewise, the 2021 Hermiston 2040 Program Outreach identified the community ranked improved transportation planning as a priority.

Hermiston is serviced by 2 state highways which act as the community's principal arterials. The Current TSP's focus on utilizing existing state highways as the principal arterials is leading to congestion, circuitous commuting patterns, and citizen frustration. Hermiston's population has doubled from 10,000 to 20,000 since 1997 resulting in significant increases in trip length and increases in number of trips. Commercial traffic on state highways has increased, contributing to additional transportation challenges. The fundamental assumptions and strategies of the Current TSP are overdue for revisiting and updating.

The end of the Current TSP's functional life comes at an opportune time in Hermiston's history. Hermiston and the entire west Umatilla County area is a region that grows sporadically. Historically,

the region sees periods of slow, stable growth punctuated by periods of very rapid expansion. The region is entering a new period of rapid growth. The current boom focuses on data center construction in the lower Columbia basin. Multiple data center campuses are under active construction in 2023 and multiple additional campuses are in the planning phases.

Data center, construction, security, and other ancillary jobs are anticipated to add up to 3,000 jobs to the region in just a few years. This period of growth has the potential to create a secondary tipping point of economic development for additional retail and service development. The primary growth will make Hermiston an attractive market and push the City's population above the 25,000 threshold in short order. The Project provides a timely opportunity for an Updated TSP to consider pending economic and population challenges and create a transportation network planned for new growth.

The current growth cycle is also different than previous periods. Unlike previous high growth times which focused on Hermiston, current growth is rapid not only in Hermiston, but also in the nearby communities of Stanfield and Umatilla. This is creating challenges not anticipated in the Current TSP. There is an increase in travel from nearby communities via state highways and county roads to the employment centers in Hermiston. Umatilla County is in the process of updating the County TSP and the Project will enable Hermiston to participate more actively in the County's process and incorporate the County's TSP findings.

The Project will focus on developing a connected network of circulation routes, especially streets paralleling and intercepting the highways. Upgrading the classification of interceptors and improving streets to match classifications will be a priority. Hermiston's residential growth has generally been on the periphery with large residential neighborhoods developing adequate internal transportation infrastructure, but connectivity between neighborhoods and the city's commercial areas and employment centers is lacking. Project will plan new corridors connecting these newly developed neighborhoods with all areas of the city.

The Current TSP did not include a local transit system. Hermiston is focusing on developing public transit options through a partnership with Kayak Public Transit, operated by the Confederated Tribes of the Umatilla Reservation. These transit elements need to be refined and developed. The transit services provided by the Kayak partnership are less than five years old but provide transit options within the city as well as connectivity to the surrounding area, including the cities of Pendleton, Boardman, and Umatilla, as well as other communities. Looking at the existing transit system and considering transit growth over the planning horizon will help to keep the transit system effective and responsive to the community's needs.

Improving pedestrian mobility options is also a priority. Much of Hermiston's core is lacking in pedestrian facilities and where facilities do exist, accessible ramps are not always in place. Inventorying existing facilities and identifying necessary upgrades is a crucial component. Hermiston is fortunate to have relatively low vehicle crash rates, but pedestrian incidents are increasing. Improving pedestrian safety is a City priority. Considering separated pedestrian corridors, identifying locations for enhanced crossing treatments, and other safety improvements are included in the Project.

Hermiston's rapid residential growth in the 21st Century has been primarily in single-family housing. Many of these neighborhoods at the community's periphery and may have one or two primary points of access and little connectivity with surrounding development. Project will reconsider the City's approach to neighborhood design and ensure that the development code contains necessary elements to provide connectivity and walkable elements.

The Project will also consider the existing built environment and the strengths and weaknesses therein. Hermiston is a city of many parks and schools. The ability of the existing transportation network to provide adequate access to these activity centers must be evaluated and upgrades, especially in bicycle and pedestrian access, planned.

Hermiston's commercial development is focused almost entirely upon corridors bordering the state highways, with limited off-highway commercial development occurring. This focus on the state highway network for commercial land is creating congestion issues. Attempts by the City to encourage off-highway commercial growth have met with limited success. Project will identify land use and transportation improvements to support infill and redevelopment opportunities.

City implemented a transportation system development charge in 2020, setting aside funds for necessary transportation improvements. Updating the Current TSP with a revised project list and properly considering multimodal transportation needs will provide a more balanced investment strategy and focus resources where they are most effective and serving the needs of underserved residents.

The Project will be coordinated with the City's upcoming federal Safe Streets and Roads for All Action Plan. The desired alternative circulation network will help address equity considerations, safety, and provide more direct paths, saving energy and emissions.

The Updated TSP and final code and policy updates will be adopted by the City Planning Commission ("PC") and City Council ("CC"). After City adoption, the Updated TSP will also be co-adopted by Umatilla County in accordance with the City and County's Joint Management Agreement.

### **Project Objectives**

- Commit to achieving zero roadway fatalities and serious injuries
- Provide transportation choices for underserved residents
- Improve pedestrian mobility and safety
- Create walkable and transit-friendly community
- Enhance Safe Routes to School ("SRTS") and neighborhood connectivity
- Foster collaborative local and regional partnerships
- Support economic vitality and growth
- Implement sustainable and equitable solutions
- Seek ways to relieve traffic congestion



**General Project Delivery Schedule**

<b>Task</b>	<b>Task Name</b>	<b>Deliverable Due Dates by Month Following Agency's Issuance of NTP</b>
1.1	TAC Roster	1 Month from NTP
1.2	Interested Parties Email List	1 Month from NTP
1.3	PMT Meeting #1	1 Month from NTP
1.4	Refined Project Schedule	1 Month from NTP
1.5	TM #1: Community Involvement Plan	1 Month from NTP
1.6	Project Identity	1 Month from NTP
1.7	Project Web Page and Initial Content	1 Month from NTP
2.1	Background Information	1-2 Months from NTP
2.2	Existing Inventory Base Maps	1-3 Months from NTP
2.3	Transportation Technical Standards Coordination	1-3 Months from NTP
2.4	Draft TM #2: Context and Site Analysis	3-5 Months from NTP
3.1	Draft TM #3: Draft Vision Statement and Guiding Principles	3-5 Months from NTP
3.2	PMT Meeting #2/Site Visit	5 Months from NTP
3.3	Youth Workshops	5 Months from NTP
3.4	TAC Meeting #1	5 Months from NTP
3.5	Community Workshop #1	5 Months from NTP
3.6	Online Community Workshop #1	5 Months from NTP
3.7	Tabling Event #1	5 Months from NTP
3.8	Final TM #2 and #3	5-6 Months from NTP
3.9	PMT Meeting #3	6 Months from NTP
4.1	TM #4: Preliminary Concept Designs	6-8 Months from NTP
4.2	PMT Meeting #4	8 Months from NTP
4.3	TAC Meeting #2	8 Months from NTP
4.4	Community Workshop #2	8 Months from NTP
4.5	Online Community Workshop #2	8 Months from NTP
4.6	Tabling Event #2	8 Months from NTP
4.7	PMT Meeting #5	9 Months from NTP
4.8	TM #5: Revised Concept Design	9-10 Months from NTP
4.9	Transportation Improvements Cost Estimates	9-10 Months from NTP
4.10	Mobility Key Partner PowerPoint Presentation	9-10 Months from NTP
4.11	TAC Meeting #3	10 Months from NTP
4.12	Online Community Workshop #3	10 Months from NTP

TGM Grant Agreement No. PO-73000-00042789

TGM File Code 5B-23

EA # TG23LA23

<b>Task</b>	<b>Task Name</b>	<b>Deliverable Due Dates by Month Following Agency's Issuance of NTP</b>
5.1	Draft Updated TSP	10-11 Months from NTP
5.2	Draft Comprehensive Plan Policy and Development Code Amendments	10-11 Months from NTP
5.3	PMT Meeting #6	11 Months from NTP
5.4	Revised Policy and Development Code Provisions	11-12 Months from NTP
5.5	35-Day Notice	11-12 Months from NTP
5.6	Legislative Findings and Ordinance Recommendation	11-12 Months from NTP
5.7	Joint City PC and CC Work Session	12 Months from NTP
5.8	PMT Meeting #7	13 Months from NTP
5.9	City PC Hearing	13 Months from NTP
5.10	Errata Sheet	13 Months from NTP
5.11	CC Hearing	14 Months from NTP
5.12	Final Updated TSP	14 Months from NTP
5.13	Final Policy and Development Code Provisions	14 Months from NTP
5.14	Adoption Notice	14 Months from NTP
6.1	County 35-Day Notice	14-15 Months from NTP
6.2	County PC Work Session	15 Months from NTP
6.3	Board of Commissioners Work Session	15 Months from NTP
6.4	County PC Hearing	16 Months from NTP
6.5	Board of Commissioners Hearing	17 Months from NTP
6.6	County Adoption Notice	17 Months from NTP
6.7	Title VI Report	17 Months from NTP

**EXHIBIT B**  
**PARTIES CONTACT INFORMATION**

<b>Agency's Project Manager ("APM") for the WOC</b> Name: Address:  Phone: Email:	Cheryl Jarvis-Smith 3012 Island Ave. La Grande, OR 97850  541.786.0494 <a href="mailto:Cheryl.jarvis-smith@odot.oregon.gov">Cheryl.jarvis-smith@odot.oregon.gov</a>	Name: Phone: Email:	<b>Agency's Contract Administrator for the WOC</b> Same as APM
Name: Address:  Phone: Email:	<b>Consultant's Project Manager ("PM") for the WOC</b> Nick Foster, AICP, RSP 101 South Capitol Blvd, Suite 600 Boise, ID 83702  208.472.9812 <a href="mailto:nfoster@kittelton.com">nfoster@kittelton.com</a>	Name: Phone: Email:	<b>Alternate Contact for Consultant</b>  Matt Hughart, AICP, Project Principal 503.535.7425 <a href="mailto:mhughart@kittelton.com">mhughart@kittelton.com</a>
Name: Phone: Email:	<b>City's Project Manager ("CPM") for the Project Intergovernmental Agreement ("IGA")</b> Clint Spencer 541.567.5521 <a href="mailto:cspencer@hermiston.or.us">cspencer@hermiston.or.us</a>	Name: Phone: Email:	<b>Alternate Contact for City</b>  Byron Smith, City Manager 541.567.5521 <a href="mailto:bsmith@hermiston.or.us">bsmith@hermiston.or.us</a>

\* ODOT may change the APM designation by promptly sending written notice (e-mail acceptable) to City, with a copy to [tgmcentral@odot.oregon.gov](mailto:tgmcentral@odot.oregon.gov). Changes to ODOT's Contract Administrator must be done by amendment to this Agreement.

\*\*Any changes to the PM or CPM must be approved in writing (e-mail acceptable) by ODOT.

**EXHIBIT C**  
**ELIGIBLE PARTICIPATING COST**

DESCRIPTION

**PERSONNEL SERVICES**

*Salaries* - Straight time pay for regular working hours in a monthly period. Includes standard labor distributions like Social Security Taxes, Workers' Compensation Assessments and Medical, Dental, Life Insurance. Excludes mass transit tax, vacation leave, sick leave and compensatory time taken.

*Overtime* - Payments to employees for work performed in excess of their regular work shift.

*Shift Differential* - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.

*Travel Differential* - Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnel Rules.

**SERVICES AND SUPPLIES**

**In-State Travel - Per Rates Identified in State Travel Handbook**

*Meals & Misc.* - Payment for meals incurred while traveling within the State of Oregon.

*Lodging & Room Tax* - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon. Fares, Taxi, Bus, Air, Etc.

*Per Diem* - Payment for per diem, incurred while traveling within the State of Oregon.

*Other* - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.

*Private Car Mileage* - Payment for private car mileage while traveling within the State of Oregon.

**Office Expense**

*Direct Project Expenses Including:*

*Photo, Video & Microfilm Supplies* - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.

*Printing, Reproduction & Duplication* - Expenditures for services to copy, print, reproduce and/or duplicate documents.

*Postage* - Payment for direct project postage.

*Freight & Express Mail* - Payment for direct project freight services on outgoing shipments.

**Telecommunications**

*Phone Toll Charges (long-distance)* - Payment for telephone long distance charges.

**Publicity & Publication**

*Publish & Print Photos* - Payment for printing and publishing photographs to development of publicity and publications.

*Conferences* (costs to put on conference or seminars)

**Equipment \$250 - \$4,999**

**NOT ELIGIBLE**

**Employee Training, Excluding Travel**

**NOT ELIGIBLE**

**Training In-State Travel**

**NOT ELIGIBLE**

**CAPITAL OUTLAY**

**NOT ELIGIBLE**



*Where Life is Sweet*

Mayor and Members of the City Council  
**STAFF REPORT**  
 For the Meeting of March 10, 2025

**Title/Subject**

IGA for Loan and Repayment for a \$5,000,000 for design and construction loan for NE Aspen Drive between the City of Hermiston and the Hermiston Urban Renewal Area.

**Summary and Background**

As part of the 2024-25 municipal budget, the city agreed to loan \$5,000,000 to the urban renewal district to cover the design costs of the NE Aspen Drive extension linking NE 4<sup>th</sup> Street and N 1<sup>st</sup> St (Highway 395). The \$5,000,000 comes from bond funding issued by the city for capital improvement projects. The bonded amount was designed to include the NE Aspen Drive project. The north urban renewal area is anticipated to generate enough revenue to cover the repayment of this loan within the repayment timeframe provided modest development and redevelopment occurs. To date, the Popeye's restaurant is already generating new tax revenue for the district.

The attached IGA covers this \$5,000,000 loan and is similar in structure and terms to the other two loan agreements between the city and urban renewal agency. Section 4 specifies the term of the loan. There is a twenty-year repayment term. An interest rate of 1% will be charged for each year of the loan. The loan will be repaid in monthly installments using the lesser of 1) a monthly payment sufficient to amortize the loan over the ten-year term or 2) the tax increment accrued to the district. Repayment of this loan over twenty years is possible with existing revenues and a 3% annual increase in assessed value within the district.

**Tie-In to Council Goals**

Construction of NE Aspen Drive is not a specific council goal but is a project within the urban renewal plan for the district adopted by the city council in 2023.

**Fiscal Information**

The estimated cost of the project is projected to be \$5,000,000 the total debt capacity of the north urban renewal area is also \$5,000,000 within the adopted plan.

**Alternatives and Recommendation**

**Alternatives**

The city council may choose to:

1. Approve the IGA with a twenty-year repayment period and 1% interest.
2. Modify the repayment period or interest rate.

Recommended Action/Motion

Staff recommends that the city council approve the IGA.

Staff recommends that the urban renewal board also approve the IGA.

**Submitted By:**

Clinton Spencer, Planning Director

**INTERGOVERNMENTAL AGREEMENT RELATED TO  
THE LENDING OF \$5,000,000.00  
BY THE CITY OF HERMISTON  
TO THE URBAN RENEWAL AGENCY OF THE CITY OF HERMISTON**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into between the City of Hermiston, an Oregon municipal corporation established under ORS Chapter 221 (the “City”), and the Urban Renewal Agency of the City of Hermiston, a municipal corporation established under ORS Chapter 457 and duly activated by the City (“HURA”).

**RECITALS:**

- A. WHEREAS, the City of Hermiston North Urban Renewal Plan (the “Plan”) was developed by HURA and approved by the City on July 23, 2023, by Ordinance No. 2347, which established the Hermiston North Urban Renewal Area (the “Area”) and identified urban renewal projects, as defined by ORS 457.010(20), that are anticipated to enhance the Area;
- B. WHEREAS, the Board of HURA and the Council of the City have determined that a need exists to provide funds for the construction of the NE Aspen Avenue extension project contemplated by the Plan in the amount of \$5,000,000.00 (the “Program”);
- C. WHEREAS, HURA does not currently have sufficient revenues to fund the capital construction costs;
- D. WHEREAS, the City and HURA have determined that financing the Program through an intergovernmental agreement is financially feasible, and is in the parties' best interests; and
- E. WHEREAS, ORS 190.010 authorizes the City and HURA to enter, and the City and HURA desire to enter into an intergovernmental agreement,

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, the mutual covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**Section 1: Term and Termination.** This Agreement shall become effective upon the date of the last signature hereon, and shall continue in full force and effect until the Loan (defined below) is paid in full. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

**Section 2: Duties of the City.** The City shall authorize all actions and execute all documents necessary or desirable to loan to HURA Five Million and 00/100 Dollars (\$5,000,000.00) (the “Loan”). In so doing, the City shall comply with the laws of the State of Oregon including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235, which by this reference are made a part hereof, and the terms and conditions contained within this Agreement.

The City shall be responsible for the expenses incurred for its activities in the performance of this Agreement.

**Section 3: Duties of HURA.** HURA shall authorize all actions and execute all documents necessary or desirable to accept the Loan. In so doing, HURA shall comply with the laws of the State of Oregon including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235, which by this reference are made a part hereof, and the terms and conditions contained within this Agreement. City shall be responsible for the expenses incurred for HURA's activities in the performance of this Agreement.

**Section 4: Loan Terms.** The Loan will be made from the City's General Fund in the principal amount of \$5,000,000.00 to fund the Program and administrative costs related thereto and related to the construction of improvements in the North Urban Renewal Area. Interest on the Loan shall accrue at the rate of 1.00% per annum commencing on the date of transfer. HURA shall repay the Loan in annual installments due on or before the first day of each calendar year equal to the lesser of (i) accrued interest plus a principal amount sufficient to fully amortize the Loan over its remaining term or (ii) tax increment collected by HURA. The Loan, plus all accrued interest thereon, shall be repaid in full not later than the twentieth (20th) anniversary of this Agreement. HURA hereby pledges its tax increment revenues within the North Urban Renewal Area to repay the Loan, and this Agreement shall constitute an indebtedness of HURA, as defined by the Oregon Constitution, Article IX, Section 1C. The pledge of the tax increment revenues shall be superior to all other pledges or commitments of tax increment revenue that HURA makes, unless the City agrees in writing to subordinate its claim against the tax increment revenues.

**Section 5: Indemnification.** Subject to the limitations in the Oregon Constitution and the Oregon Tort Claims Act, the parties agree to defend, indemnify, and hold each other, their officers, agents, and employees harmless from all claims, suits, or actions of whatsoever kind, which arise out of or result from the transfer of funds.

**Section 6: Modification.** This Agreement may not be altered, modified, supplemented or amended in any manner whatsoever except by the mutual agreement of the parties in writing. Any such alteration, modification, supplementation or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if signed by the parties.

**Section 7: Waiver.** No provision of this Agreement may be waived except in writing by the party waiving compliance. No waiver of any provision of this Agreement shall constitute waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other provision.

**Section 8: Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.



IN WITNESS WHEREOF, the execution of which having been first duly authorized according to law.

CITY OF HERMISTON

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

THE URBAN RENEWAL AGENCY OF THE CITY OF HERMISTON

\_\_\_\_\_  
Chair, Board of Directors

\_\_\_\_\_  
Date



## CITY COUNCIL

### Work Session Meeting Minutes February 24, 2025

Mayor Primmer called the work session meeting to order at 6:00pm. Present were Councilors Hayward, Roberts, McCarthy, Duron (arrived at 6:35pm), Myers, Kelso, and Barron. Councilor Linton was excused. City Staff in attendance included: City Manager Byron Smith, Assistant City Manager Mark Morgan, City Attorney Rich Tovey, Finance Director Ignacio Palacios, Chief Jason Edmiston, Planning Director Clint Spencer, Assistant Planner Heather La Beau, and City Recorder Lilly Alarcon-Strong.

#### **Urban Growth Boundary (UGB) Consultant Presentation**

Planning Director Clint Spencer introduced Winterbrook Planning Managing Principal, Jesse Winterowd, and both presented information (PowerPoint Presentation attached) regarding the possible Urban Growth Boundary Expansion to include: Economic Opportunities Analysis, current land inventory, needs, and deficiency; commercial and industrial land designations sites inside and outside of the UGB and site characteristic requirements, as well as a variety of proposed expansion sites; staff and consultant work that will need to be completed to continue this effort.

Planning Director Spencer and Winterbrook Planning Managing Principal Jesse Witnerowd addressed a variety of questions from the Council regarding land use, costs associated with this process going forward, and how property owners could be impacted by the UGB expansion.

City Manager Smith stated this item would be presented during the regular meeting for potential action by the Council.

#### **Adjournment**

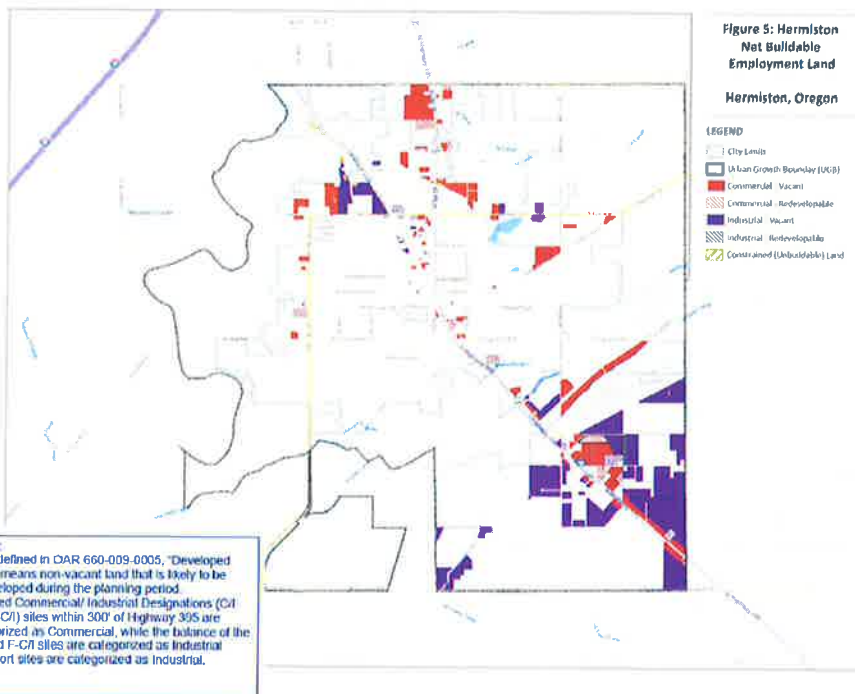
Mayor Primmer adjourned the work session meeting at 6:37pm and stated the Council will take a short break and then convene for their regular council meeting at 7:00pm.

# City of Hermiston UGB expansion

## Project review & status update

### City Council Work Session

February 24, 2025

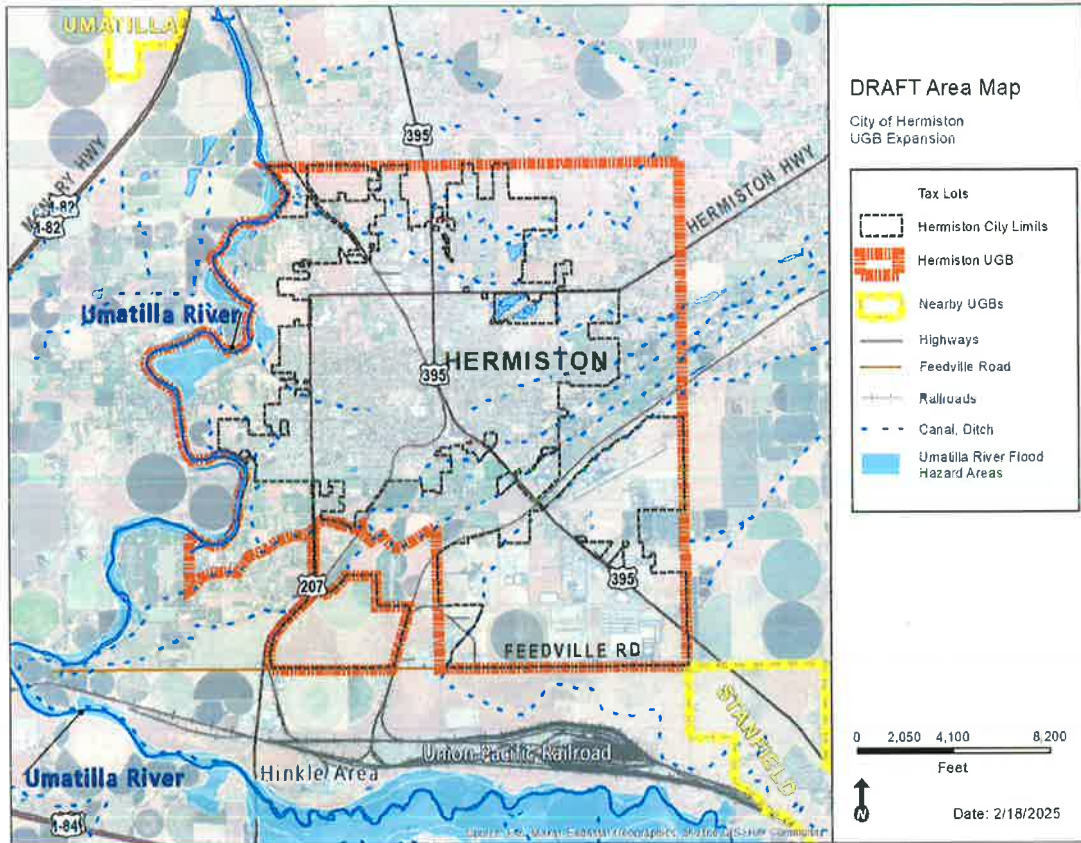


## 2024 Economic Opportunities Analysis (EOA)

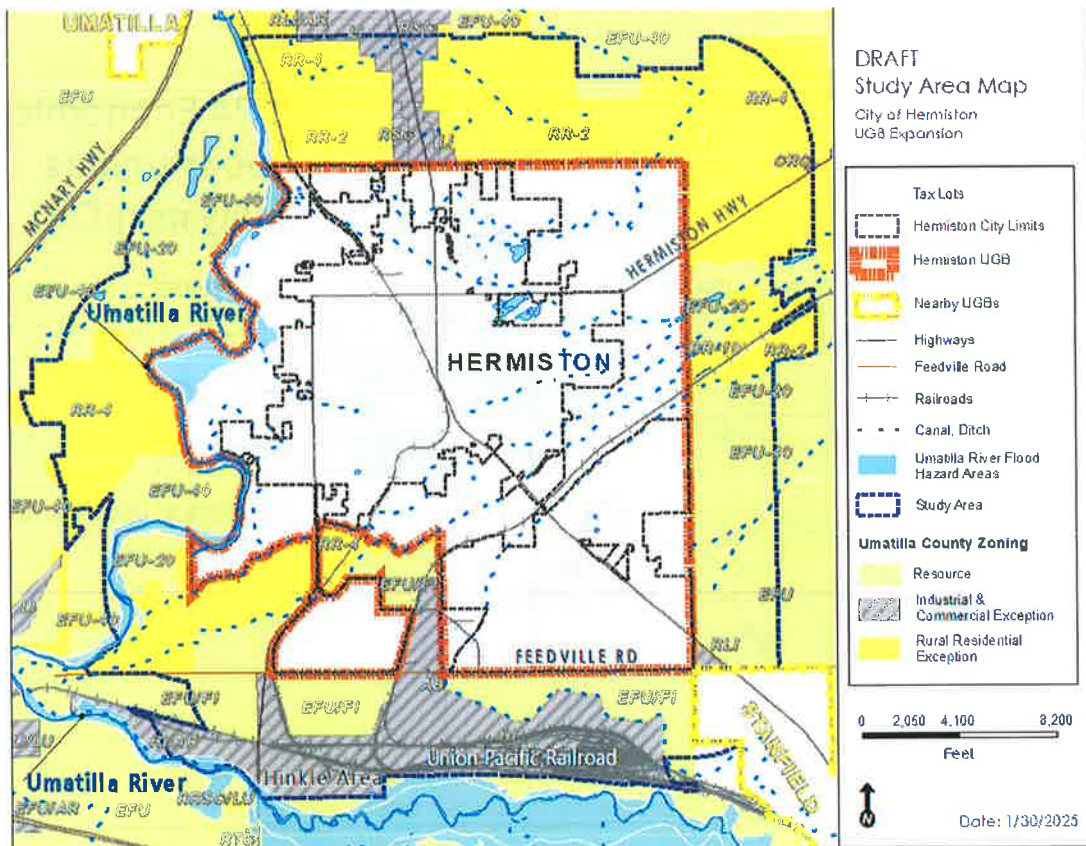
**Land need:** 1,468 gross buildable acres

**Land inventory:** 690 buildable, two suitable HDC sites under development

**Deficiency:** Up to nine HDC sites



3



4



## Required HDC site characteristics

### Size:

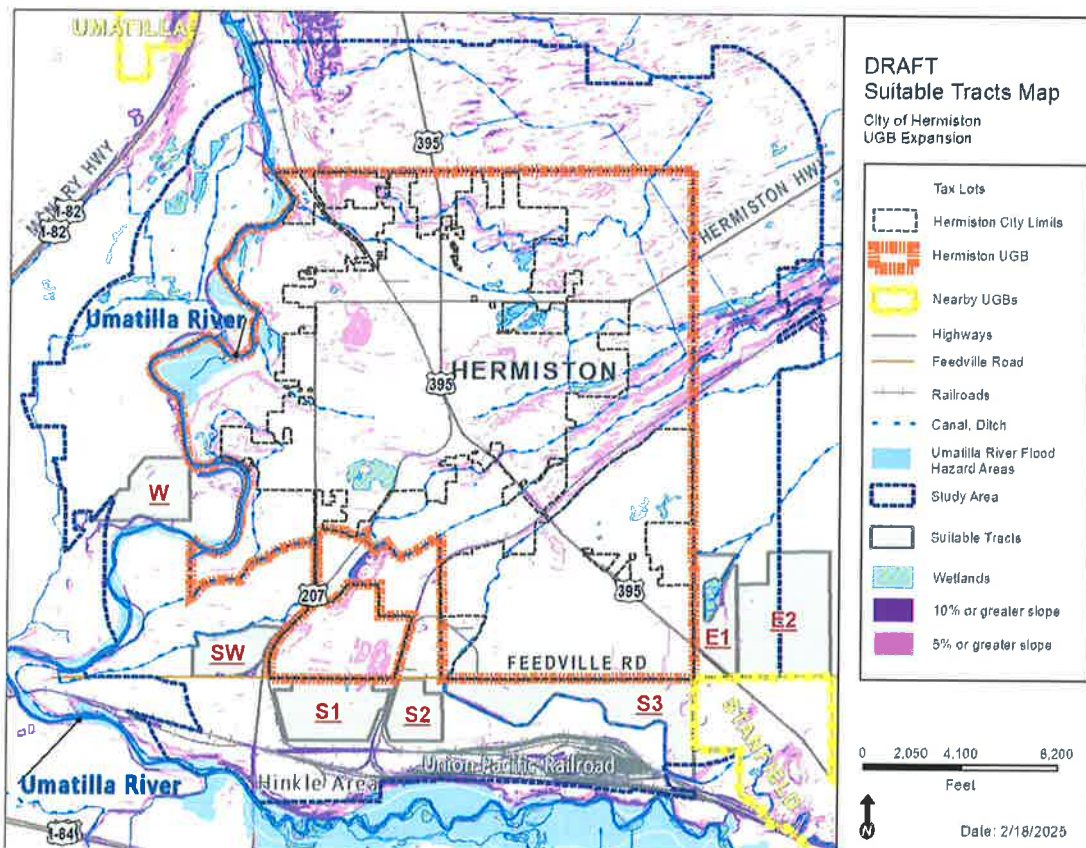
- Tracts  $\geq 100$  contiguous acres after removal of constrained land
- Individual tax lots  $> 20$  acres
- Uninterrupted by road, railway, or water body

### Topography:

- 5% maximum grade
- Outside of special flood hazards

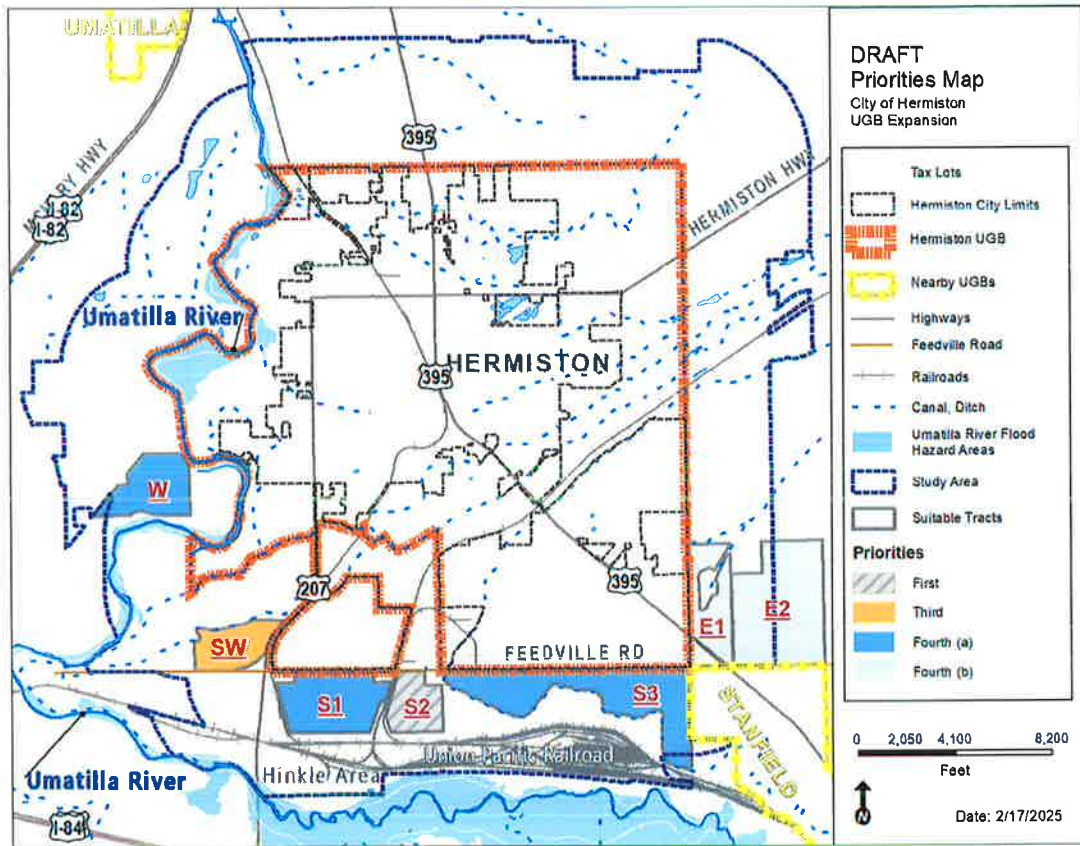
### Serviceability:

- Access to urban services from Hermiston UGB



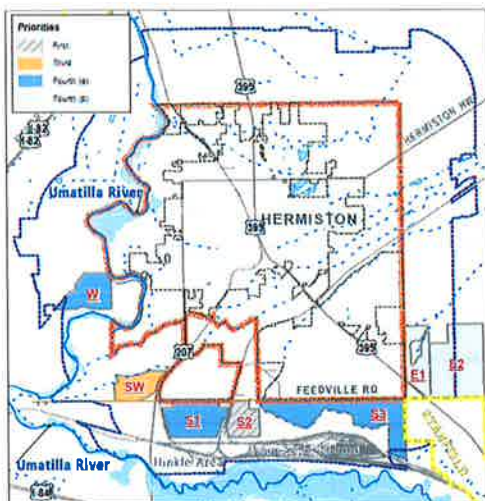
Tract ID	Suitable Acres*
W	174
SW	126
S1	235
S2	120
S3	379
E1	158
E2	434

*\*Total acreage of constraints subtracted from total acres of site.*



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### Study Area evaluation

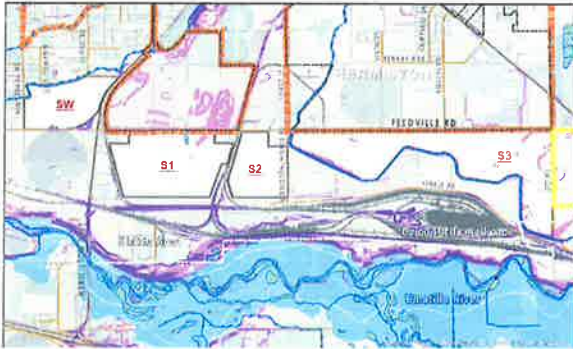


Tract ID	Suitable Acres*	UGB Rule Priority	Predominant (%) USGS Soil Classification
<b>Highest Priority for UGB Expansion</b>			
S2	120	First	N/A
SW	126	Third	IV (97%)
<b>Medium Priority for UGB Expansion</b>			
S1	235	Fourth (a)	IV (100%)
S3	379	Fourth (a)	IV (82%)
W	174	Fourth (a)	IV (99%)
<b>Lowest Priority for UGB Expansion</b>			
E1	158	Fourth (b)	II (96%)
E2	434	Fourth (b)	II (78%)

*\*Total acreage of constraints subtracted from total acres of site.*

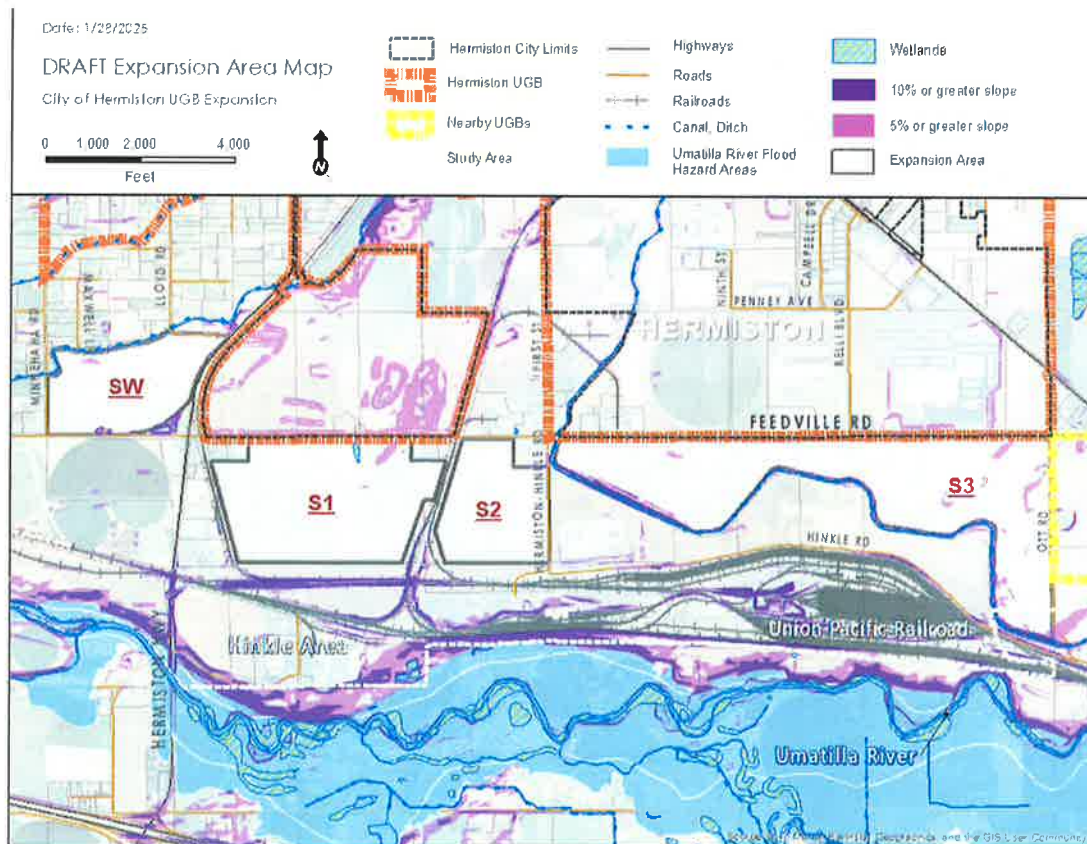


Proposed expansion area: six suitable HDC sites



Tract ID	Suitable Acres*	Gross Acres	UGB Rule Priority	Predominant (%) USGS Soil Classification
S2	120	120	First	N/A
SW	126	130	Third	IV (97%)
S1	235	240	Fourth (a)	IV (100%)
S3	379	404	Fourth (a)	IV (82%)
<b>TOTAL</b>	<b>860</b>	<b>894</b>		

*\*Total acreage of constraints subtracted from total acres of site.*



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## Ongoing

Civil and transportation analyses for all proposed expansion areas

PFP update

Conceptual Master Plan

Evaluation of Umatilla County Comprehensive Plan policies and IGA

Evaluation of development code update, overlay zone

Agency and jurisdictional coordination

Local engagement

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Thank you  
Comments and questions

### Staff contact:

Clinton Spencer, Planning Director - [clspencer@hermiston.gov](mailto:clspencer@hermiston.gov)

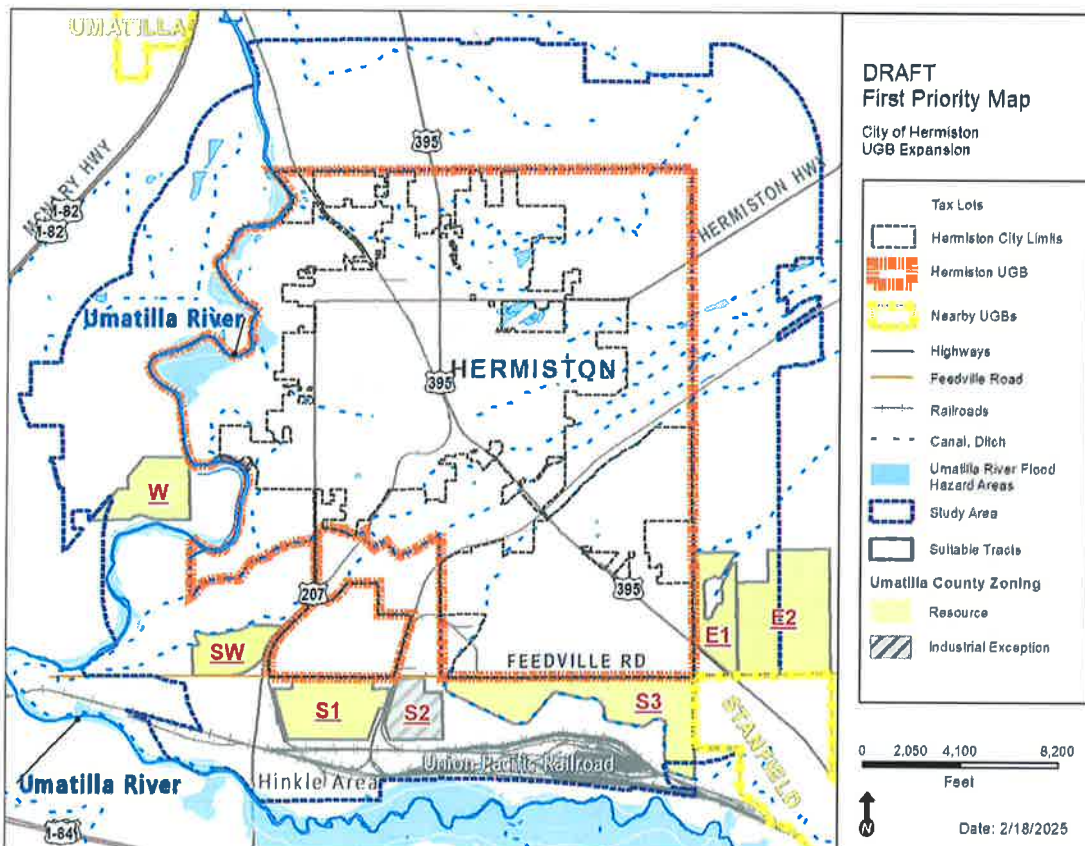
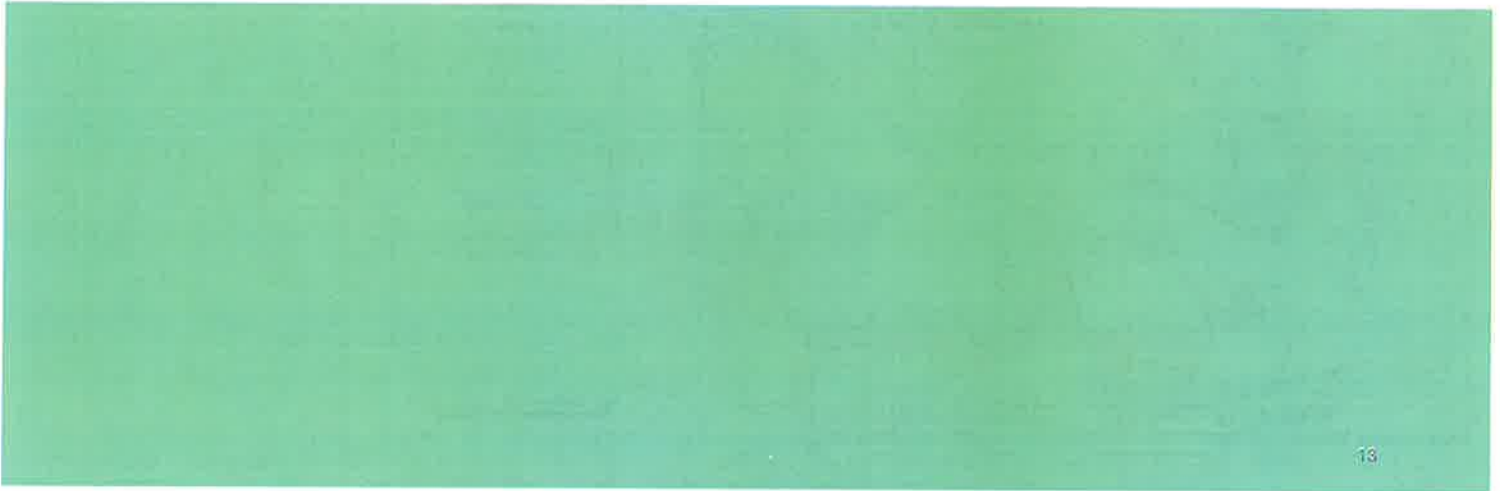
### Winterbrook Planning:

Jesse Winterowd, Managing Principal - [jesse@winterbrookplanning.com](mailto:jesse@winterbrookplanning.com)



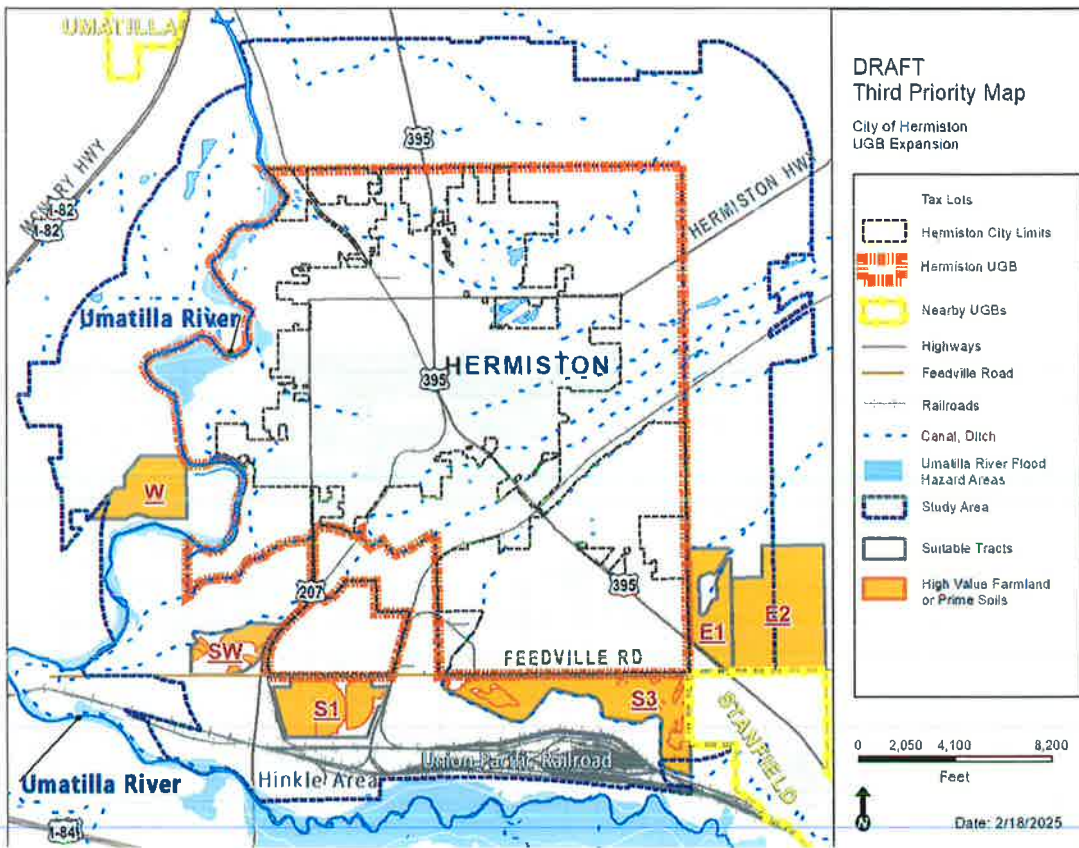


## Supporting materials



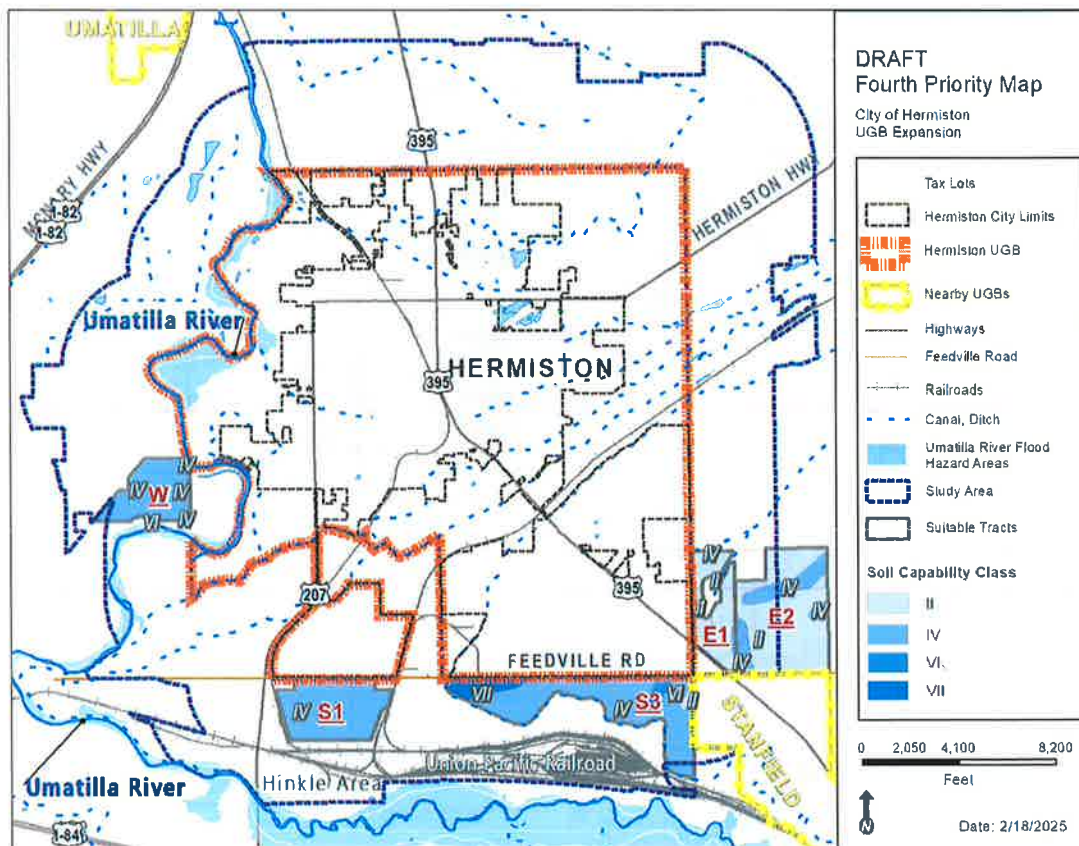
Tract ID	Exception Land?
W	N (EFU)
SW	N (EFU)
S1	N (EFU)
<b>S2</b>	<b>Y (HI)</b>
S3	N (EFU)
E1	N (EFU)
E2	N (EFU)

- No urban reserve
- No marginal land (second priority)



Tract ID	Predom. High Value or Prime?
W	Y
SW	N (48%)
S1	Y
S2	N/A
S3	Y
E1	Y
E2	Y

15



Tract ID	Predom. Soil Class
W	IV (99%)
SW	IV (97%)
S1	IV (100%)
S2	N/A
S3	IV (82%)
E1	II (96%)
E2	II (78%)

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# CITY COUNCIL & URBAN RENEWAL AGENCY

Regular Meeting Minutes  
February 24, 2025

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

## **Presentation- PATH/Stepping Stones Alliance**

Executive Director Jesalyn Cole reviewed the Stepping Stones Alliance Annual Report (located in the agenda packet), encouraged all to attend the Enchanted Garden themed 2<sup>nd</sup> Annual Fundraising Gala scheduled for October 11<sup>th</sup>, as well as answered questions from the Council regarding posting personal success video stories on social media that have been played in other venues and considering sharing a video tour of the site. Executive Director Jesalyn Cole stated Stepping Stones gives frequent on-site tours and is open to creating a video tour and sharing that to social media as well. In regards to sharing personal success stories online, permission to share those videos were only given for specific events two of which were the 1<sup>st</sup> Annual Fundraising Gala and at a Rotary meeting.

Councilors Kelso, Roberts, and Mayor Primmer thanked Executive Director Jesalyn Cole for the work she and her team do as it's not just a job but is in the heart and soul of people and helps create hope to those who desperately need it.

City Manager Smith stated PATH Project/Stepping Stones Alliance are planning to bring individuals who are willing to share their success stories, at the next legislative session, to hopefully gain awareness of the success of this program and obtain needed funding.

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

None given.

## **Consent Agenda Items**

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

- A. Committee Vacancy Announcements
- B. Parks and Recreation Committee Recommendation Appointments for Remaining 3- year terms ending October 31, 2027, Position 1, Jay Ego and term ending October 31, 2026, Position 7 Douglas Minton.
- C. Final Plat - Hermiston Christian Center 4N2816BA Tax Lot 100 - 1825 W Highland Ave
- D. Final Plat - Henry K's Addition Phase 1 4N2813 Tax Lots 200 & 500 - 1295 SE 10th St
- E. Minutes of the February 10th City Council Regular Meeting

Motion carried unanimously.





# CITY COUNCIL & URBAN RENEWAL AGENCY

Regular Meeting Minutes  
February 24, 2025

**Resolution No. 2355- Contract Award: Aquifer Storage & Recovery Improvements Phase 1 &**

**Resolution No. 2356- Water Service Agreement with Amazon Data Services, Inc.**

Councilor Hayward declared a conflict of interest regarding Resolution No. 2355- Contract Award: Aquifer Storage & Recovery Improvements Phase 1 and Resolution No. 2356- Water Service Agreement with Amazon Data Services, Inc. as he works for AWS and left Council Chambers.

Assistant City Manager Morgan stated he would be presenting both resolutions at the same time as they pertain to the same water supply agreement topic (PowerPoint Presentation attached). If the agreement is approved, the company will pay for 100% of all construction costs, will allow for a net increase in City drinking water by 100 million gallons during the City's peak summer demand while leaving additional millions of gallons of treated water into the City's aquifer for future community use, all while paying the exact same water rates as all other customers in the community.

After further discussion and answering questions from the Council, Councilor Barron moved and Councilor McCarthy seconded to approve Resolution No. 2355 and lay upon the record. Motion carried unanimously. Councilor Myers moved and Councilor Kelso seconded to approve Resolution No. 2356 and lay upon the record. Motion carried unanimously.

Councilor Hayward returned to Council Chambers and his seat at the dais.

**Resolution No. 2357- Initiates the Urban Growth Boundary Amendment**

Planning Director Spencer stated this item was presented during the work session and if approved would allow staff to complete paperwork to begin this process.

Councilor Barron moved and Councilor Roberts seconded to approve Resolution No. 2357 and lay upon the record. Motion carried unanimously.

**Discussion of Business License Ordinance and Non-profit Exemption**

Mayor Primmer stated this item was voted on by the Council at the last meeting to be discussed.

City Manager Smith spoke regarding the staff report which addresses the concerns mentioned by Pastor Dean Hackett and communication with him regarding this topic. City Manager Smith reiterated that this ordinance is not unconstitutional, and fee exemptions were created that mimic all other cities with business licenses in the area. No fines are being imposed for failure to register; the City just wants to gain a clear picture of that businesses and organizations are operating within the City.

**Public Comment**

Dean Hackett, 11<sup>th</sup> Place- Apologized for not being able to meet with City staff as originally intended and asked that the Council consider exempting churches and religious organizations from registering as regulations, no matter how innocent they appear, once in place, can change and become a problem although that may not have been the original intention. Mr. Hackett also mentioned that there are other regulations and codes handled by fire and building inspectors that are in place and therefore a business license is again not necessary.



# CITY COUNCIL & URBAN RENEWAL AGENCY

Regular Meeting Minutes  
February 24, 2025

Councilors Roberts and Hayward expressed their respect for Pastor Hackett and spoke regarding their belief that the business license ordinance was not unconstitutional and should be left as-is as it is also a great resource for community members who are looking to be involved in non-profit organizations or trying to find a church to belong to.

Councilor Kelso stated he did not see the benefit of asking non-profit organizations to register if the City will not be enforcing the process and believes the City should exclude churches and non-profits from registering.

Councilor Roberts moved and Councilor Myers seconded to leave the ordinance as-is and take no action. Councilors Hayward, Roberts, Myers, McCarthy, and Barron voted in favor; Councilors Duron and Kelso voted against. Motion carried 5-2.

## **Monthly Financial Report for January 2025**

City Manager Smith, Assistant City Manager Morgan, and Finance Director Palacios presented (PowerPoint Presentation attached) the January 2025 Monthly Financial Report. Finance Director Palacios apologized for the wrong year on the presentation stating it should read 2025, not 2024, and City Manager Smith stated apologized for not removing the last slide of the document which does not apply to this month's financial report.

After addressing questions from the Council, Councilor McCarthy moved and Councilor Hayward seconded to accept the January 2025 Monthly Financial Report as presented. Motion carried unanimously.

## **Committee Reports**

**Hispanic Advisory Committee-** Councilor Barron stated he attended the Immigration Information Session hosted by HAC at the Community Center the previous Sunday, stating the information given was very informative, factual and hopes this great information can calm tensions and thanked HAC for putting on the event.

## **Mayor's Report**

Mayor Primmer stated he and Councilor Linton attended Congressman's Cliff Bentz recent Town Hall meeting in Pendleton. The meeting was very contentious; however, a former Umatilla National Forest employee spoke regarding the recent federal employee layoffs and did a phenomenal job.

## **Council President's Report**

Council President McCarthy spoke regarding:

- Announced that the Father-Daughter Dance is March 22<sup>nd</sup>. Tickets can be purchased at the Community Center
- Because many have asked- his bones have healed, and he is regaining his strength from his recent accident



# CITY COUNCIL & URBAN RENEWAL AGENCY

Regular Meeting Minutes  
February 24, 2025

## **Council Reports**

Councilor Kelso moved and Councilor Roberts seconded to ask staff to gather information and return to the council at a future meeting regarding possible implementation of restrictions or specific zoning or business license regulations of adult businesses inside of city limits. Motion carried unanimously.

Councilor Barron spoke regarding the successful Open House and Ribbon Cutting Celebration of the Harkenrider Center and commented on was a great space it is for the community to use.

Mayor Primmer agreed and thanked the Parks and Recreation Department for a job well done.

## **Youth Advisory Report**

None present.

## **City Manager's Report**

None given.

## **Adjourn City Council Meeting and Convene Urban Renewal Agency Meeting**

There was no other business and Mayor Primmer adjourned the regular City Council meeting at 8:36pm and immediately convened the Urban Renewal Agency meeting.

## **HURA Façade Grant- Hermiston Masonic Lodge #138 4N2810DA TL 104000 – 200 W Orchard Ave**

Planning Director Spencer spoke regarding a façade grant application for exterior and signage improvements to property located at 200 W Orchard Ave.

After further discussion and answering questions from the members, Member Roberts moved and Member Kelso seconded to approve the grant award of 50% instead of 40% stating that although they deeply respect the Planning Departments recommendation, they feel that the additional grant award will greatly improve the area and also give much needed lighting. Motion carried unanimously.

## **Adjourn Urban Renewal Agency Meeting**

There was no other business and Chair Primmer adjourned the Urban Renewal Agency meeting at 8:40pm.

SIGNED:

\_\_\_\_\_  
Doug Primmer, Mayor

ATTEST:

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



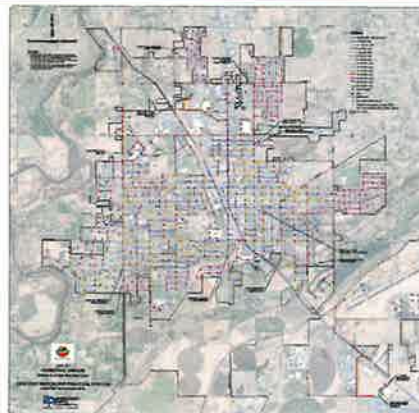
## Amazon Water Supply Agreement

- Aquifer Storage & Recovery (ASR)
- Supports Multiple Hyper-Scale Data Center Campuses
- Net Increase of 100MG/yr for local drinking water
- Amazon paysall construction costs
- Amazon payssame water rates as all other customers



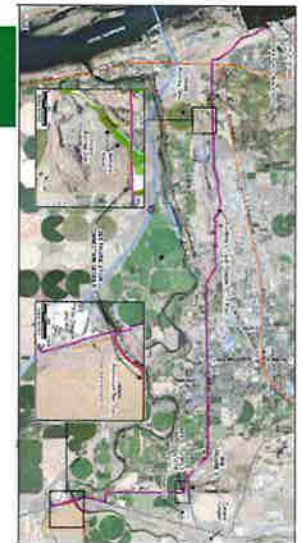
## City Water System

- 80+ Miles of Main
- 5,868 Meters/Users
- Population: 20,000+



## Regional Water System

- ~14 Miles of Main
- 6 Users
- Residential Population: 0





## Regional Water System

- Intake Pumps
- Transmission Pipeline
- Treatment Plant



## Regional Water System

- Peak Built Capacity: 20,000GPM
- Actual Winter Demand: ~8,000GPM



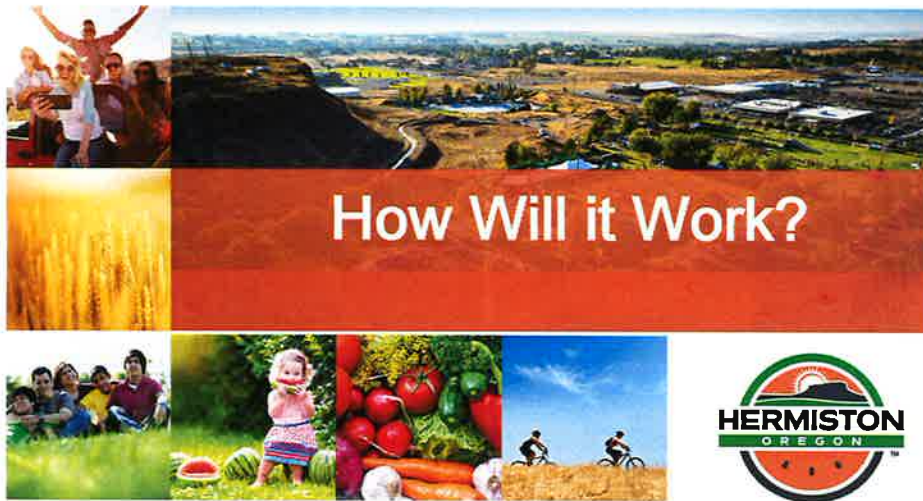
## City Water System



## City Water System (Peak Day)







## Concept

- Pump Up to 400MG from Columbia River (Oct. – March)
- Store in deep underground Aquifer
- Future Data Centers will pull from stored water in Summer
- No additional water from Columbia River in Summer



## Pump Water in Winter

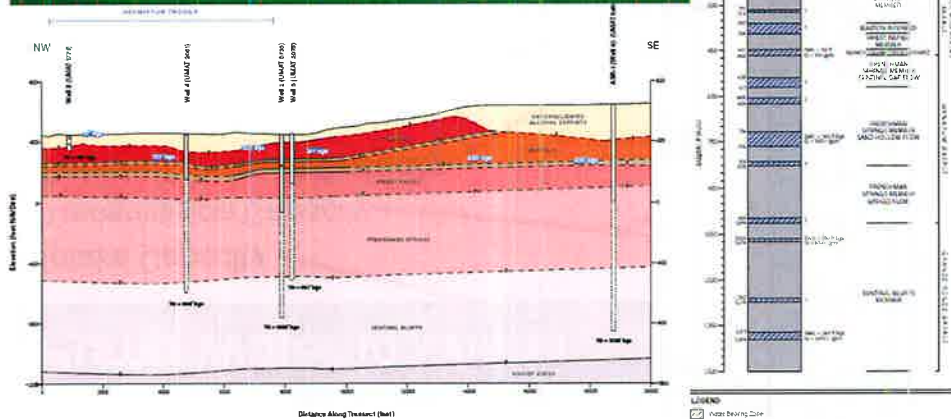
- Intake Capacity
- Transmission Capacity
- Potable Treatment Capacity
- Delivery Capacity



## Drill New Well (Phase 1)



## Drill New Well (Phase 1)



## Add Water (Build the Bubble)



## Concept

- Pump Up to 400MG from Columbia River (Oct. – March)
- Store in Aquifer
- Future Data Centers will pull from stored water in Summer
- No additional water from Columbia River in Summer



## Agreement

- Amazon pays same water rates as all city customers
- “Water Positive” 100MG Per Year
  - **Example: If ADS Uses 50MG in one year**
    - **ADS will pay for 150MG**
      - ADS Gets 50MG for cooling
      - Leaves 100MG in aquifer for future community use.







## Specific Water Guarantee

- Instantaneous flows up to 4,500GPM
  - **Peak Demand**
  - **105MG/Y = 200GPM**
- 105 million gallons per year



## Aquifer Storage & Recovery (ASR)

- Proven Method: Massive Storage Volumes
- Regional/Comparable Users of ASR
  - **City of Kennewick**
  - **City of Pendleton**
  - **City of The Dalles**
  - **City of Prineville**

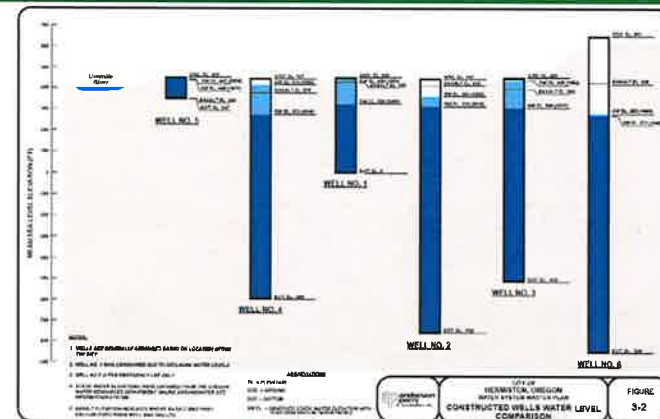


## How "Massive" is Massive?

- ASR Storage: Billions of Gallons
- "North Tank": 1 Million Gallons
  - **\$4.5M**

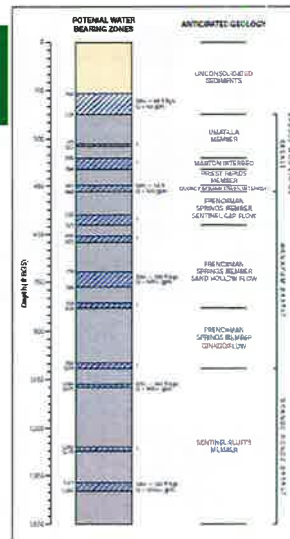


## Existing City Groundwater Wells



## Proposed ASR Well

- Application to OWRD July, 2024
- 1,500' Deep Hole
- "Inject" Potable Drinking Water
- Create "Bubble" within Aquifer
- Confined to Specific Layers
- 95%+ of water Recoverable



## Source Water?

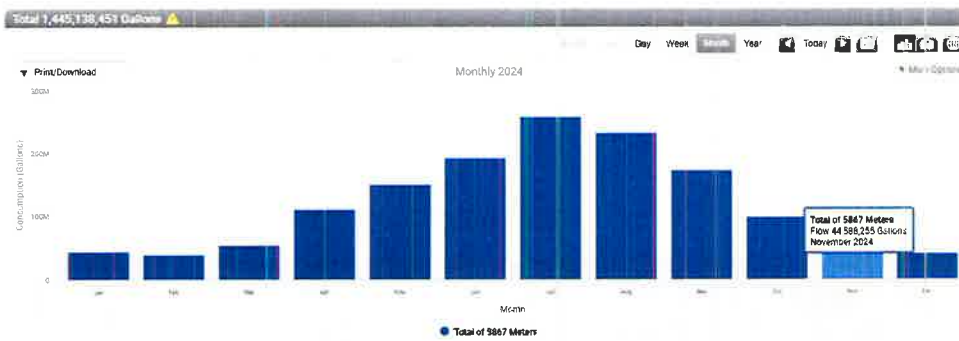
TABLE 3-2

CITY OF HERMISTON, OREGON, WATER RIGHT INFORMATION

Point of Diversion	Application/ Permit No.	Certificate No.	Priority Date	Allocation		
				Flow (cfs)	Flow (gpm)	Volume (ac-ft)
Water Rights Certificates						
Wells No. 1 and 6 <sup>1</sup>	U-179/U-195 Municipal	87263	5/28/1945	1.0	449	723.57
Well No. 2	U-310/U-282 Municipal	15619	5/9/1949	2.23	1,001	1,614.45
Wells No. 3 and 6 <sup>1</sup>	G-853/G-763 Municipal	87264	2/5/1958	2.23	1,001	1,614.45
Well No. 4	G-3927/G-3467 Municipal	36852	5/11/1967	4.46	2,002	3,228.89
Well No. 6 <sup>2</sup>	G-11299/G-10418 Municipal	87262	8/25/1984	0.74	332	177.60
Total Certificated Allocation				10.66	4,785	7,159.36
Water Rights Permits						
Well No. 5 <sup>3</sup>	G-7380/G-6831 Municipal	-	5/24/1976	11.14	5,000	8,064.99
Minnehaha Springs No. 1, 2, and 3	S-53827/S-40601 Municipal	-	1/2/1976	7.0	3,142	5,067.77
Port of Lmatilla Columbia River <sup>4</sup>	S-58245/S-49497 Municipal	93557, 93585, 93670	1/29/1979	3.4 3.3	1,537 1,481	2,461.49 2,389.09
Total Permitted Allocation				24.84	11,150	17,981.34
Total Certificated and Permitted Allocation				35.50	15,935	25,342.70

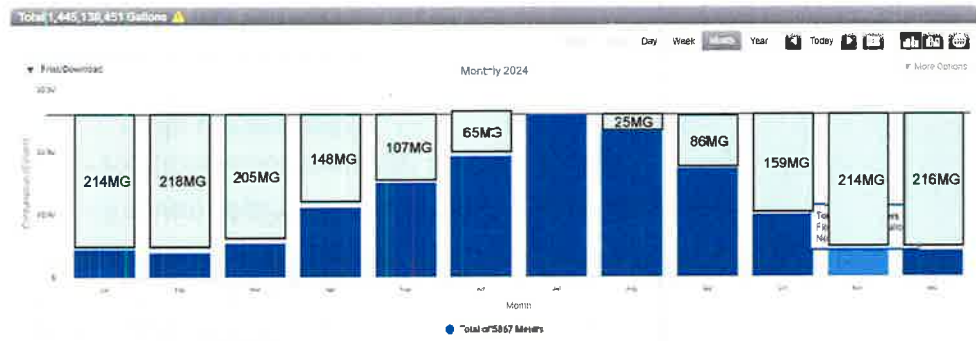


## Actual City Water Demand (1.44BGY)

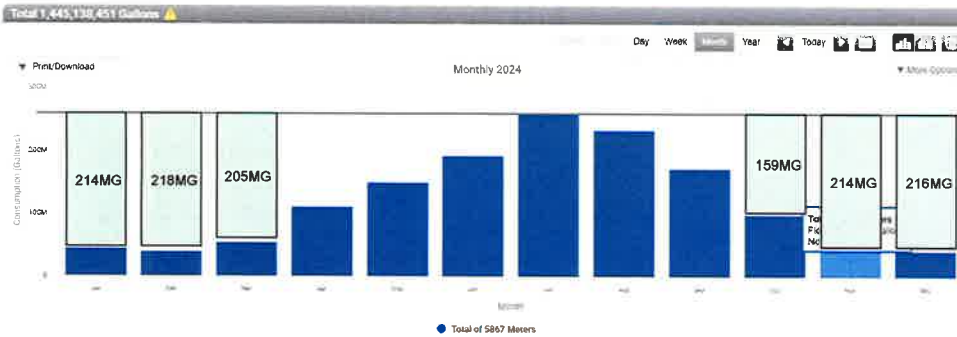


## Un-Used Normal Operating Capacity

Un-Used: 1.66BGY

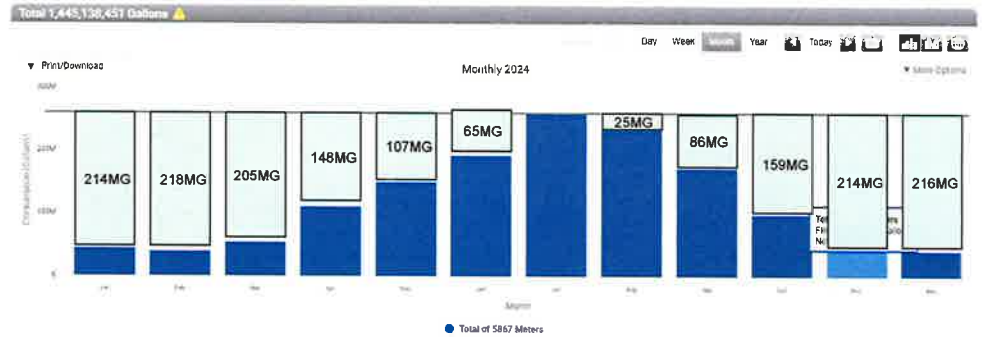


## Available for ASR

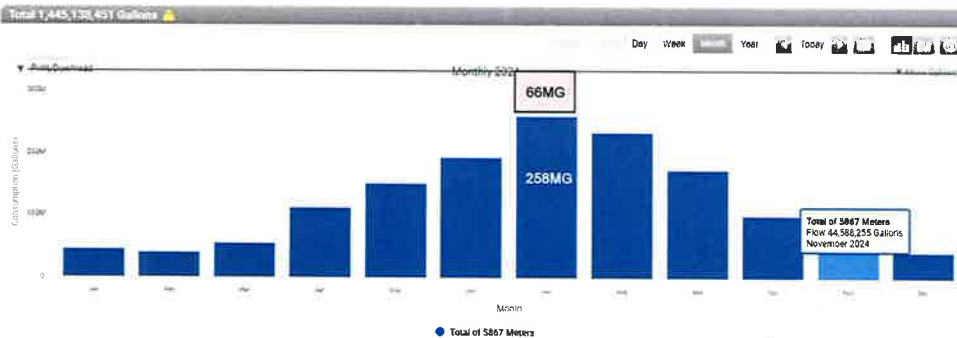


## Un-Used Normal Operating Capacity

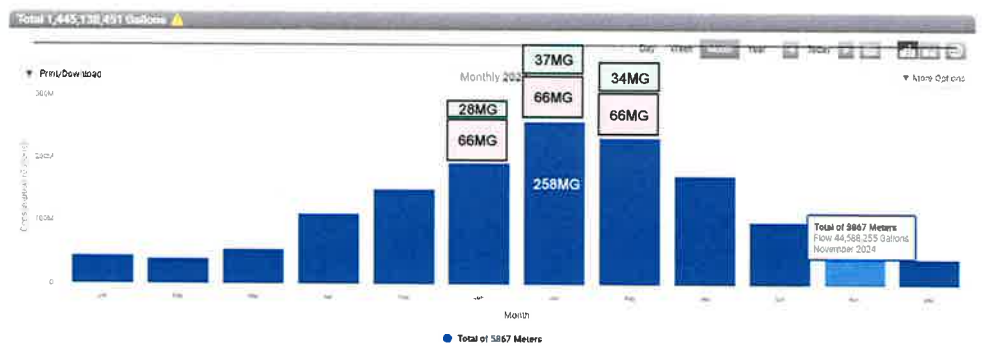
Un-Used: 1.66BGY



## Capacity with Regional Water 1,500GPM

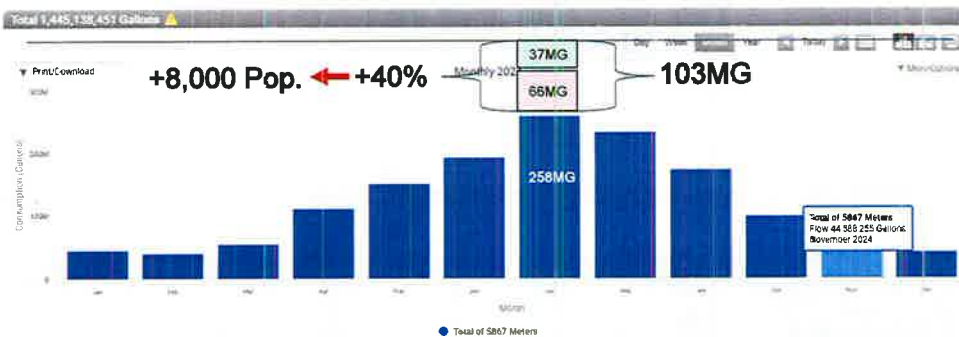


## 100MGY In Practice





# 100MGY In Practice



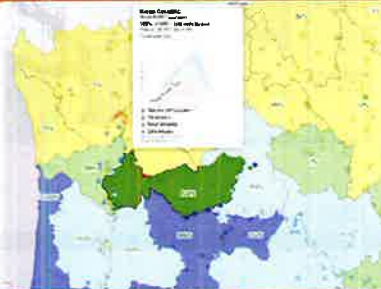
## Community Impacts

Benefitting Fish, Farmers, Finances, & Futurists



## Fish/Environmental Benefits

- No additional water used from Columbia River in Summer



## Farmer Benefits

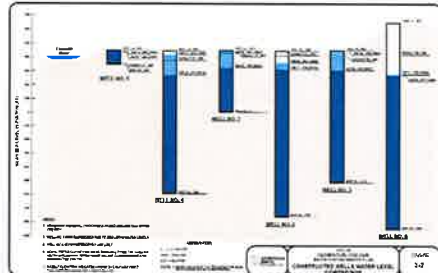
- ~50MG+ available for HID
  - No Charge
  - Small Farmers
- AWS "Paid the Freight"
- = 60 Acres Potatoes/Onions
  - Or fully irrigate constrained land





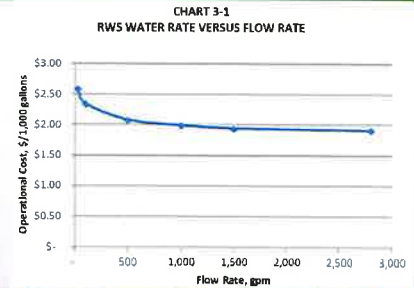
## Future Generation Benefits

- Slow/Stop/Reverse Aquifer Level Drop
- 3.3 Billion Gallons To Be Stored Over Term of Agreement



## Financial Benefits

- Paying Customer in Off-Peak Season
- Economies of Scale Drive Down cost to purchase RWS Water



## Financials

Upfront & Ongoing



## Phase 1 Construction

- Drill Well & Equipment to "Build Bubble"
- AWS Paid 100%

ASR Phase 1 Construction	\$ 6,120,280
Construction Contingency @ 20%	\$ 1,224,056
<b>Total Estimated Construction Cost</b>	<b>\$ 7,344,336</b>
Permitting/Environmental/GSI/ Agency Review/Etc.	\$ 40,000
Land Use Compensation to Utility Fund	\$ 260,000
Design Engineering (Actual)	\$ 260,000
Construction Engineering (WO)	\$ 210,000
<b>Total Estimated Project Cost</b>	<b>\$ 8,114,336</b>







## Phase 2 Construction

- Booster Pump, Above Ground Storage, Etc.
- \$12M TBD
- 100% AWS Paid
- Requires:
  - OWRD Approval
  - 1KGPM+ Well



## Operation Initial Contribution

Table 1 ADS Contributions to ASR

Year	ADS Contribution to ASR (1,000 gallons)	Rate (\$/1,000 gallons)
Initial Contribution		
2025-26	155,200	\$1.17
2026-27	244,000	\$0.85
2027-28	400,000	\$0.61
2028-29	400,000	\$0.63
On-going Replenishment		
2029-Beyond	200,000, or ADS IW consumption from previous year plus 100,000, whichever is greater	City of Hermiston then-current Water Rates



## Operational Ongoing

Table 1 ADS Contributions to ASR

Year	ADS Contribution to ASR (1,000 gallons)	Rate (\$/1,000 gallons)
Initial Contribution		
2025-26	155,200	\$1.17
2026-27	244,000	\$0.85
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2028-29	400,000	\$0.63
On-going Replenishment		
2029-Beyond	200,000, or ADS IW consumption from previous year plus 100,000, whichever is greater	City of Hermiston then-current Water Rates



## Amazon Water Supply Agreement

- Aquifer Storage & Recovery (ASR)
- Supports Multiple Hyper-Scale Data Center Campuses
- Net Increase of 100MG/yr for local drinking water (6.8%)
- Amazon pays all construction costs
- Amazon pays same water rates as all other customers









## Hermiston Urban Renewal Agency (HURA)

- Property Taxes are being received (~116%)
- North Hermiston Urban Renewal Area – Project on schedule and crossing design for Hermiston Drain underway



## General Fund

- Seventh month of 24-2025 fiscal year
- Monthly Revenues are under projections by ~\$445k
  - **When compared to budget, revenues are meeting expectation at 65.4% (property taxes annualized)**
  - **Received 100% of budgeted property taxes**
    - Consistent with past three fiscal years at 95%, 99% and 95% (96% average), respectively



## General Fund

- Monthly Expenses under projections by ~\$828k
  - **Five departments are over budget when compared to Projected**
    - **City Council, Transportation, Parks, Court, and Public Safety Center**
    - **City Council 2.9% over budget due to annual training**
    - **Parks 3.7% over budget due to seasonal activity and equipment repair**



## Special Revenue Funds

- Observations:
  - EOTEC expenditures ~\$110k over budget due to Barn Project City match for project.
    - Match will occur prior to fiscal year end (sources from interest earnings on bond proceeds and savings on other related projects).



## Utility and Street Funds

- Observations:
  - Utility fund ~\$1.30 million over projected revenues
    - Increase services (~100) and usage when compared to same period for FY 2022, 2023 and 2024
    - Annual CPI adjustment
    - Other charges (Septic Tank Service)
    - When compared to budget ~3.8% over expectation



## Utility and Street Funds, cont'd

- Observations:
  - HES ~\$131k over projected expenditures
    - When compared to budget meeting expectation at 49%
  - Regional Water fund ~\$54k under projected revenue
    - Current revenues are exceeding current expenses by \$35k



## Capital Projects

- A number of projects in design
  - Geer/Harper Realignment- submitted to UP
  - N. 1<sup>st</sup> Sidewalk (eastern sidewalk)
  - Aquifer Storage/Recovery
  - Well #6 Chlorination Structure
  - Well #4 Controls
- Gladys/Main/Newport – Complete



## Capital Projects

- Hangar Replacement
- Library – Framing started, Most concrete repoured over rough plumbing, April Tour
- The Arc – Waiting for weather to do final painting
- Public Safety Center
  - **Demolition Completed**
  - **Footings to be poured on Sally Port**



## Capital Projects

- EOTEC Barns - Completed
- The Arc – Concrete Completed
- Public Safety Center
  - **Phase I – Completion Near**
  - **Phase II – Starting mid-December**



Discussion

Questions?

*Where Life is Sweet*



## PUBLIC ANNOUNCEMENT

**The City is accepting applications for the following Committees:**

1. **Faith-Based Advisory Committee**
  - Position 4: Remaining 3-year term ending December 31, 2027 (Advertised as of 03/05/2025)
2. **Planning Commission**
  - Position 1, 2, & 3: 3-year term ending March 31, 2028 (Advertised as of 02/11/2025)
3. **Airport Advisory Committee**
  - Position 3: 3-year term ending October 31, 2027 (Advertised as of 07/08/2024)
  - Position 2: Remaining 3-year term ending October 31, 2026 (Advertised 11/08/2024)
4. **Hispanic Advisory Committee**
  - Position 1: Remaining 3-year term ending June 30, 2026 (Advertised 11/15/2024)
  - Position 4: 3-year term ending June 30, 2028 (Advertised 01/09/2025)

### **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 [llalarcon-strong@hermiston.gov](mailto:llalarcon-strong@hermiston.gov) . Application forms are available at City Hall or on the City's website at <https://hermiston.or.us/volunteer> . If you have questions, please call Lilly Alarcon-Strong at 541-567-5521.

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





*Where Life is Sweet*

Mayor and Members of the City Council  
**STAFF REPORT**  
 For the Meeting of March 10, 2025

**Title/Subject**

A resolution authorizing the City Manager to apply for grant funds to improve the Hermiston Oregon Sportsplex.

**Summary and Background**

Passage of a Resolution is required by the State of Oregon for application to the Local Government Grants Program. As identified in the Resolution No. 2358 the City is required to allocate the matching funds. Matching funds are expected to originate from Made to Thrive and will be committed to this City-led effort.

**Local Government Grant Program information:**

The State of Oregon Parks and Recreation Department Local Government Grant Program (LGGP) has \$15 million in grant funds available in 2025. The LGGP is a competitive grant program designed to help local government agencies fund projects to acquire, develop and rehabilitate parks and public outdoor recreation areas and facilities. Eligible applicants are cities, counties, metropolitan service districts, park and recreation districts and port districts.

**Hermiston Oregon Sportsplex background:**

On October 24, 2022, the Hermiston City Council approved a Construction Lease Agreement between the City of Hermiston and Made to Thrive, enabling the development of sports fields on the front 20 acres of the Eastern Oregon Trade and Event Center (EOTEC) property. This agreement allowed for the creation of a premier sports complex designed to enhance recreational opportunities for community and club sports. As improvements are purchased and constructed, the assets are given to the City and transfer out of Made to Thrive ownership.

The HEROS Committee spearheaded a private fundraising effort to finance and construct six full-sized sports fields. The HEROS Sportsplex has made significant progress through its phased development over the past few years:

- **Spring 2023:** Completed initial site preparation, including field leveling, grass seed planting, and installation of electrical infrastructure and light pole bases.
- **Winter 2024:** Installed field lighting on the first two fields.
- **Spring 2024:** Hosted the first games, featuring lacrosse tournaments and league play. Purchased field equipment for additional sporting leagues/tournaments.
- **Summer 2024:** Completed construction of a storage building to support field operations and maintenance.

### Planned Additions & Grant-Funded Improvements:

To enhance the usability and long-term sustainability of the HEROS Sportsplex, several key infrastructure improvements are planned with anticipated grant funding. These include:

- Installation of lighting on the remaining four fields.
- Acquisition of a portable and ADA-accessible restroom trailer.
- Improved ADA parking and field access for greater inclusivity.
- Electrical upgrades to support facility needs.
- Irrigation improvements to maintain field quality.

### Impact & Benefits

The completion of these planned improvements will allow the HEROS Sportsplex to host large-scale tournaments, drawing teams and spectators from outside the region. This will generate a significant economic impact for Hermiston, benefiting local businesses, hotels, and restaurants. Additionally, the fully developed complex will provide increased recreational opportunities for residents, furthering the city's commitment to quality sports facilities.

### Tie-In to Council Goals

Goal 2 & 3: Hermiston ensures a healthy and safe environment for all through abundant recreation and wellness opportunities. Goal 3, Hermiston responsibly plans and invests in community infrastructure and the built environment to support the critical needs of daily life and sustainable growth for the future.

### Fiscal Information

The City, in partnership with Made to Thrive, will apply for up to \$1,000,000 in LGGP grant funding to support improvements to HEROS Sportsplex. The final grant request will likely be less than \$1,000,000. To meet the grant's matching funds requirement, the City will utilize fundraised contributions, financial commitments, and in-kind donation commitments pledged to Made to Thrive.

### Alternatives and Recommendation

#### Alternatives

1. Approve Resolution No. 2358 authorizing the City Manager to apply for State funding for HEROS Sportsplex improvements.
2. Modify the funding request in Resolution No. 2358.
3. Reject Approve Resolution No. 2358.

#### Recommendation

Motion to approve Resolution No. 2358.

### Submitted By:

Brandon Artz, Parks & Recreation Director

## **RESOLUTION NO. 2358**

### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR A LOCAL GOVERNMENT GRANT FROM THE OREGON PARKS AND RECREATION DEPARTMENT FOR DEVELOPMENT OF RECREATIONAL IMPROVEMENTS AT HERMISTON OREGON SPORTSPLEX AND DELEGATING AUTHORITY TO THE CITY MANAGER TO SIGN THE APPLICATION.**

WHEREAS, the Oregon Parks and Recreation Department is accepting applications for the Local Government Grant Program; and

WHEREAS, the City desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation acquisitions, improvements and enhancements; and

WHEREAS, City Council, Parks & Recreation Advisory Committee and Staff have identified recreational improvements at Hermiston Oregon Sportsplex (HEROS) as a high priority need in Hermiston; and

WHEREAS, the City is committed to completing recreational improvements to HEROS by installing lighting, ADA parking improvements, electrical and irrigation improvements, and purchasing ADA accessible restrooms; and

WHEREAS, the City has available local matching funds to fulfill its share of obligation, through the partnership with Made to Thrive and will utilize fundraised contributions, financial commitments and in-kind donation commitments related to this grant application should the grant funds be awarded; and

WHEREAS, the City will provide adequate funding for on-going operations and maintenance of this park and recreation facility should the grant funds be awarded; and

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

1. That the City Council demonstrates its support for the submittal of a grant application to the Oregon Park and Recreation Department for development of recreational improvements at HEROS Sportsplex.
2. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 10th day of March 2025.

SIGNED by the Mayor this 10th day of March 2025.

\_\_\_\_\_  
Doug Primmer, MAYOR

ATTEST:

\_\_\_\_\_  
Lilly Alarcon-Strong, CMC, CITY RECORDER





*Where Life is Sweet*

Mayor and Members of the City Council  
**STAFF REPORT**  
 For the Meeting of March 10, 2025

**Title/Subject**

Resolution 2359 – Airport RPZ Property Acquisition COAR Grant Acceptance

**Summary and Background**

This resolution will authorize acceptance of a Critical Oregon Airport Relief (COAR) grant from the Oregon Department of Aviation (ODA) for \$150,000 to assist in purchasing property for the airport's Runway Protection Zone (RPZ).

City staff has been working with the Federal Aviation Administration (FAA), ODA, Umatilla County, Hermiston Airport Committee, and a neighboring property owner since 2017 related to an effort to move Ott Road out of the RPZ as part of the Airport Master Plan. Since the road relocation would pass through active farmland, staff engaged the property owner early in the process, and based on that engagement it was determined that they would be a willing seller of the entire 140 acre parcel, but not just the acreage needed for the RPZ.

FAA began slating this project for funding to purchase the entire 140 acres in their 2017 five-year Capital Improvements Plan, with a target date of 2022. Unfortunately, the funding for the project continued to get pushed back and delayed at the Federal level, but is now programmed for funding in 2025.

**Tie-In to Council Goals**

CITY FACILITIES: PUBLIC FACILITIES THAT MEET THE COMMUNITY NEEDS OF TODAY AND THE FUTURE

**Fiscal Information**

This COAR grant will reduce the amount required from the City of Hermiston's General Fund since FAA grants require a 10% non-Federal match. The funding breakdown for the acquisition is therefore:

- FAA Grant: \$3,650,000 (90.0%)
- City Funds: \$255,556 (6.3%)
- COAR Grant: \$150,000 (3.7%)

The City's \$255,000 portion of this funding stack will be recouped over time by leasing the ground back out for agricultural production. Depending on the crop rotation, and any losses associated with roadway realignment, it is anticipated that the lease revenue associated with this structure will fully cover the cost in less than 10 years, and then become a long-term net-positive revenue generator to offset the costs of operating the airport.

### **Alternatives and Recommendation**

#### **Alternatives**

1. Approve resolution 2359
2. Reject resolution 2359

#### **Recommended Action/Motion**

Motion to approve Resolution 2359

#### **Submitted By:**

Mark Morgan



# Oregon

Tina Kotek, Governor

## Oregon Department of Aviation

3040 25<sup>th</sup> Street SE  
Salem, OR 97302-1125  
Office: 503-378-4880  
Fax: 503-373-1688

February 11, 2025



Mark Morgan, Assistant City Manager  
Hermiston Municipal Airport, City of Hermiston

Dear Mark Morgan,

Congratulations! Your project application COAR-2025-HRI-00012, Runway 23 RPZ Property Acquisition: Phase II - Property Acquisition, has been selected by the State Aviation Board to receive a 2024-25 COAR grant. The maximum grant award for this application is \$150,000.00.

Throughout the grant process, you will be using the same [www.oda-e-grants.com](http://www.oda-e-grants.com) software that you used to submit your grant application. This will make it easier to you and for us to track the grant progress and reports and to get reimbursements to you in a timely manner.

If you log in now, you may see your grant status set to “pre-agreement preparation.” This will remain until you contact ODAV Program Coordinators stating that you are ready to execute your grant agreement. Review the steps below to you confirm you have the appropriate documentation to execute your COAR grant.

Once ODAV receives notification from you, you may login to IGX to complete the next steps in the software:

- a. Upload a copy of your fully executed Agreement with any parties providing match funding (federal, city, county, other) and a copy of your contract with the parties completing the project into the “Miscellaneous Uploads” form of the grant application if you have not already provided these documents during the application process.
- b. Determine the remaining project costs and project milestones of the project. Enter the total project costs and milestones into the “Grant Agreement/Amendment” form.  
**Update grant status to forward to Program Coordinators for review.**
- c. Once reviewed you will receive notification signatures are required. Program Coordinators will send the grant agreement electronically. Visit the “Grant Agreement/Amendment” form and complete the following steps:
  - The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor’s authorized representative.
  - You may not make any modification to the text, terms or conditions of the grant offer.
  - After you properly sign the grant agreement, upload a signed copy into IGX.
  - ODAV Program Staff will upload the fully executed agreement. Retain a copy for your records.

*Oregon Department of Aviation’s mission is to provide infrastructure, financial resources, and expertise to ensure a safe and efficient air transport system*

Until the grant is completed and closed you are responsible for submitting monthly Milestone Progress Reports (MPRs), as well as submitting Requests for Reimbursement (RFRs) in accordance with the grant agreement.

Once the project is completed and all costs are determined, we ask that you close the project without delay and submit the final closeout report documentation as required by ODAV.

Congratulations on your grant award. We look forward to working with you.

Sincerely,

ODAV COAR Program Coordinators

# General Project Information

## Applicant

Organization Name

*City of Hermiston*

Contact Person \*

*Mark Morgan*

Address

*180 NE 2nd St.*

Contact Person Title \*

*Assistant City Manager*

City

*Hermiston*

State

*Oregon*

Zip Code

*97838*

Phone Number \*

*(541) 567-5521*

Email \*

*mmorgan@hermiston.gov*

## Project Name and Location

Project Name \*

*Runway 23 RPZ Property Acquisition: Phase II -  
Property Acquisition*

Project Location \*

*Hermiston, Oregon*

ODOT Region:

*Region 5*

County tax parcel identification number(s): \*

*4N2813 Tax Lot 100 & 600*

If you have these compiled, please upload them  
here:

## Airport Information

Airport Name: \*

*Hermiston Municipal Airport*

Airport Category

*Category 3*

NPIAS or Non-NPIAS

*NPIAS*

## Project Overview

**Select the type of project being proposed: \****Program Implementation***Select the category of project for which you are requesting funding: \****Assistance with FAA grant match*

Project Start  
Date: 07/01/2024

Project End  
Date: 12/31/2025

### Project Summary\*

Provide a brief summary of the project in the space provided below:

*This Phase II project will complete the required property acquisition for Runway 23 Runway Protection Zone (RPZ) property, that will facilitate a future Phase III project that will relocate a county road (S. Ott Rd) that is currently within the existing RW 23 RPZ and is considered by FAA to be an incompatible land use of the RW RPZ.*

### Project Purpose and Description\*

Provide a purpose and description of the project in the space provided below:

*This Phase II: Runway 23 RPZ Property Acquisition project is Phase 2 of a 3 Phase FAA AIP project that will complete the Runway 23 RPZ land acquisition to facilitate a future Phase III that will relocate S. Ott Rd.*

*The FAA's guidance on Incompatible Land Uses within Runway RPZs discourages roads and other items within RPZs; airport control over RPZs (fee simple title) is also recommended and desired by FAA. Acquiring Fee Simple ownership of the Runway 23 RPZ property and ultimately relocating the existing S. Ott Road outside of the Runway 23 RPZ will mitigate the current Incompatible Land Use at HRI associated with Runway 23.*

**Clearly define the proposed project in each of the following areas:**

• Does the project eliminate current deficiencies listed in the current Oregon Aviation Plan? \* ☒ Yes No  
*Yes, the public road located within the RW 23 RPZ is identified in the OAV as a non compliant item at the Hermiston Airport. See Appendix F.*

• Does the project modernize the airport by exceeding state or federal minimum standards as stated in the current Oregon Aviation Plan and identified by the Federal Aviation Administration Advisory Circulars or other regulations? \* ☒ Yes No  
*Yes, the Runway 23 RPZ Property Acquisition project and future Road relocation project will ultimately remove an Incompatible land use item currently associated with Runway 23 at the airport. Additionally, the airports future fee simple ownership of the Runway 23 RPZ property will allow the airport to meet the FAA's desire for airport control of the Runway 23 RPZ property.*

• Does the project prevent future deficiencies and preserve the existing facilities? \* ☒ Yes No  
*Yes, the completion of the 2025 property acquisition project and future road relocation project will mitigate an existing, FAA defined, incompatible land use associated with Runway 23 and the future Runway 23.*

• Does the project increase the financial self-sufficiency of the airport? \* ☒ Yes No

*Upon acquisition of the Runway 23 property , the Airport will lease the property back to the existing farm operator at market-rate. Preliminary estimates assume annual lease revenues from this property at approximately \$40,000 per year. Total Airport operational revenue in FY '23 was \$290,346 versus \$368,164 in operational expenses, resulting in a required local property tax payer subsidy of \$77,818. Leveraging FAA & COAR grant funding for the capital purchase of this Runway 23 RPZ land for protection from development will result in a long-term consistent new revenue stream equal to roughly 14% of current revenue.*

*Due to the Airport operating at a loss, the local match vs FAA grant funding will have to be borrowed from the sponsor (City). A full COAR award of \$250,000 will reduce the borrowed amount, and result in a faster ROI which will allow the airport to more quickly leverage the new revenue stream toward actual airport needs rather than debt repayment.*

• Does the project have local support? \*

☒ Yes   No

*Yes. The Airport began property acquisition discussions with the current property owner in 2018, and has settled at a tentative agreement. The Umatilla County Board of Commissioners, the Umatilla County Planning Department, and Umatilla County Road Department all support relocation of the portion of Ott Road. Neighboring property owners support the project due to ancillary impacts associated with mitigating current traffic safety issues on the roadway.*

# Project Documentation

## Documentation and Permits

Was the Airport Layout Plan (ALP) completed within the last 10 years? \*

☒ Yes      ☐ No      ☐ Underway

Date of Completion: 01/01/2020

Is a NEPA review required? \*

Yes      ☒ No

## Airport Capacity

Is there an existence of Airport Zoning? \*

☒ Yes      ☐ No

Note any required permits, date issued or expected issue date, completion status, and required status. Permits may include, but are not limited to: right-of-way permits, land acquisition permits, building permits, etc.

Click the **"SAVE"** button to add additional rows.

Permit Type	Date Issued	Completion Status	Required Status
-------------	-------------	-------------------	-----------------



# Statewide Impact

## Statewide Impact of Project

Per **ORS 319.023(3)(b)(A)**, the following questions apply:

- Does the proposed project reduce transportation costs for Oregon businesses or improve access to jobs and sources of labor? If yes, provide a short explanation. ☒ Yes ☐ No \*

*The full Runway 23 RPZ land acquisition accommodates existing RPZ conflicts with a county road, as well as RPZ conflicts created in the event of a future 500' runway extension planned for in the 2020 Airport Master Plan. KHRI is strategically positioned to facilitate future private sector investments in Transportation & Logistics due to its location adjacent to the intersection of I-84 & I-82. Hermiston is home to a 1.2M Square Foot Wal-Mart Distribution Center, a FedEx Freight terminal, and UPS Freight terminal, as well as a 600KSF Meyer Distributing autoparts warehousing operation under construction in 2021.*

*KHRI currently accommodates 3 to 4 flights per day by Ameriflight (FedEx). Accommodating future planned runway extensions now will allow KHRI, and Oregon, to continue playing a critical role intermodal freight movement throughout the Pacific Northwest via potential expanded air-to-ground freight transfer.*

- Does the proposed project result in an economic benefit to the state? If yes, provide a short explanation. ☒ Yes ☐ No \*

*See response above.*

- Is the proposed project a critical link connecting elements of Oregon's transportation system that will measurably improve utilization and efficiency of the system? If yes, provide a short explanation. ☒ Yes ☐ No \*

*See response above and below*

*KHRI is the only airport within 30 miles of the I-84/I-82 interchange, which continues to attract significant private investment in transportation and logistics assets. Meanwhile, airfreight shipments via Ameriflight/UPS continue to surge in the past several years, with package delivery leading to 2-3 times more Ameriflight flights per day to Hermiston. Proactive steps now to accommodate long-range future changes in air-freight shipments will improve the efficiency of meeting future demands on Oregon's transportation system.*

- Is proposed project ready for construction or implementation within six months of grant execution? ☒ Yes ☐ No \*

*Yes. Phase 1 (environmental - NEPA Environmental Assessment) for this project was previously completed. Phase II (this application) is ready for implementation by FAA's planned funding for this Property Acquisition project is programmed with FAA to be completed and funded in 2025.*

- Does the project have any unique construction-readiness, project implementation issues, or possible delays? ☐ Yes ☒ No \*

- Does the proposed project have a useful life expectancy that offers maximum benefit to the state? ☒ Yes ☐ No  
Please include the minimum useful life expectancy in years in your answer. \*

*This project will complete the property acquisition of privately-owned agricultural land by the airport for Runway 23 RPZ protection. This protection will be de-facto permanent, with a theoretically infinite useful life.*



# Budget

Is this project currently listed in your approved Federal CIP? \*

☒ Yes ☐ No

## Federally Funded Projects \*

Please attach a copy of your Capital Improvement Plan.

FAA Funding Breakdown		
FAA Grant	\$3,650,000.00	90 %
FAA Grant Match Requirement from Sponsor	\$405,556.00	10 %
Total Project Cost	\$4,055,556.00	100 %

## Project Funding Breakdown

Provide the funding source and the amount of funding from that source.

		Percent of Project Cost
Minimum Program Match Requirement: \$40,555.60		? 10 %
Source of Match Funds *	Amount	Date Available
FAA grant funds	\$3,650,000.00	04/01/2025
Funding other than Sponsors	\$	
Sponsor Funds	\$155,556.00	01/01/2025
	\$	++
Total Match Funds:	\$3,805,556.00	94 %

## Aviation Project Funding Request to ODAV \*

Amount requested from ODAV:	\$250,000.00	6 %
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## Project Budget Summary

Total applicant matching funds:	\$3,805,556.00	94 %
Funding request to ODAV:	\$250,000.00	6 %
Total Project Cost:	<b>\$4,055,556.00</b>	<b>100 %</b>

**Pre-Agreement Expenditures \***

Has the project incurred any expenditures prior to the completion of this agreement, if awarded? If yes, explain.

☒ Yes ☐ No

*\*In accordance with OAR 738-124-0080(3)(d) "Only project costs incurred on or after the effective date of the Agreement are eligible for grant funds, with the exception of Priority 1 FAA grant match projects for which all other applicable*  
☒ *FAA grant requirements have been met.*

Please describe those pre-agreement expenditures.

*For FAA funded property acquisitions, FAA requires that the Airport complete the property acquisition and achieves fee simple ownership of the property prior to executing a grant for the reimbursement of the acquisition expenses. For this reason, some project expenses will occur ahead of the execution of this grant agreement in early 2025.*

**Related Document Uploads**

Please attach documents verifying source of sponsor match and other project funding.

Description	Upload	
OR 2025-2029 CIP Memo - Hermiston HRI	OR 2025-2029 CIP Memo - Hermiston HRI.pdf	++
HRI-2024 SCIP_RW 23 RPZ Property Acquisition	HRI-2024 SCIP_RW 23 RPZ Prop AcqRd Reloc-Acq Dsgn Constr.pdf	++

# Miscellaneous Uploads

Project Name:

Description\*

File Upload\*

File Repository

Person:

Date:

Delete

# Grant Agreement/Amendments

**Instructions:**

1. Enter the remaining project costs and project milestones. Click the **SAVE** button, then click the Status Changes link and select the next available status.
2. Wait to receive a notification indicating signature from the Authorized Representative is required. This may take 4-5 business days.
3. Click on the hyperlink on this page to generate the Grant Agreement.
4. Upload the signed agreement and click the **SAVE** button, then click the **SUBMIT SIGNATURES** button.

**Remaining  
Project Costs: \$ \***

**FAA Grant  
Amount: \$**

**ODAV Grant  
Amount: \$**

**Sponsor  
Match: \$**

**Reimbursement  
Rate: %**

*Please note, due to rounding the actual reimbursement percentage rate may differ slightly from the estimated rate on the grant application.*

**Project Milestones**

**Project \*  
Start Date:**

**Project \*  
End Date:**

Milestone	Projected Start Date	Projected End Date
25% Completion		
50% Completion		
75% Completion		
100% Completion		
FAA Grant Agreement Received		

Add 'FAA Grant Agreement Received' as a milestone

**Please Enter Milestones and save the page to generate the Grant Agreement**

***(CAUTION: You must complete Milestone entries prior to generating the Grant Agreement document)***

**Authorized Representative Signature**

Upload  
Signed  
Copy:

Uploaded  
By:

Date  
Uploaded:

**ODAV Director Signature**

Upload  
Signed  
Copy:

Uploaded  
By:

Date  
Uploaded:

**Agreement**  
**Execution Date: \***

**\*\* FOR ODAV USE ONLY \*\***

**Amendment Information**

Amendment Number:

Description of Amended Items:

Attachments:

Description	Upload:
-------------	---------



**RESOLUTION NO. 2359****A RESOLUTION AUTHORIZING THE CITY OF HERMISTON TO ACCEPT A CRITICAL OREGON AIRPORT RELIEF GRANT FROM THE OREGON DEPARTMENT OF AVIATION AND TO AUTHORIZE THE CITY MANAGER TO SIGN ALL NECESSARY DOCUMENTS ON BEHALF OF THE CITY**

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

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

WHEREAS, to accomplish this, the City has received a Federal Aviation Administration (“FAA”) grant to purchase the necessary property to allow the rerouting of Ott Road; and

WHEREAS, the grant funds from the FAA include a 10% match by the City; and

WHEREAS, the City has been awarded a Critical Oregon Airport Relief (“COAR”) grant of \$150,000 from the Oregon Department of Aviation that can be used as part of the City’s matching funds, therefore reducing the City’s amount of the 10% match; and

WHEREAS, City staff believe it is in the best interest of the City to accept the COAR grant from the Oregon Department of Aviation.

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

1. That the City Manager is authorized to accept the Critical Oregon Airport Relief grant funds of \$150,000 from the Oregon Aviation Department and to sign all necessary documents on behalf of the City to accept the grant.
2. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 10th day of March 2025.

SIGNED by the Mayor this 10th day of March 2025.

\_\_\_\_\_  
Doug Primmer, MAYOR

ATTEST:

\_\_\_\_\_  
Lilly Alarcon-Strong, CMC, CITY RECORDER



*Where Life is Sweet*

Mayor and Members of the City Council  
**STAFF REPORT**  
 For the Meeting of March 10, 2025

**Title/Subject**

Resolution 2360 – Monitoring Well Purchase

**Summary and Background**

This resolution will authorize the purchase of a groundwater well located on SE 9<sup>th</sup> street within the South Hermiston Industrial Park.

This well is approximately 1,500 feet deep, and is located within the same groundwater area as the City's groundwater rights currently associated with Well #6, Well #2, and the soon to be drilled ASR-3.

There are no water rights associated with this purchase, however the hole itself is valuable. The City just awarded a contract associated with ASR-3 which will cost approximately \$8.1 million.

City staff has been in discussions with the current well owner for several years as this site was an initial candidate to be used for an Aquifer Storage & Recovery site, but due to some limitations associated with it, it was deemed infeasible at the time. However, associated with the permitting from the Oregon Water Resources Department for the ASR-3 well, it was determined that this hole can serve as a useful "monitoring well."

A Monitoring Well is simply a well which can be used to monitor groundwater levels. Due to its proximity to ASR-3, this well will provide valuable insight in to the ASR program for the city long-term.

**Tie-In to Council Goals**

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

**Fiscal Information**

The cost for this well has been negotiated to \$200,000. Although the initial purpose for this well will be to satisfy the requirements of the ASR permit, there may be potential to utilize the well for other city water department needs, including eventual ASR itself; but that needs further study. Therefore, the cost of this well will initially be charged to the water utility.

## **Alternatives and Recommendation**

### **Alternatives**

1. Approve resolution 2360
2. Reject resolution 2360

### **Recommended Action/Motion**

Motion to approve Resolution 2360

### **Submitted By:**

Mark Morgan

## Water Rights for area acquired by Stanfield Hutterian Brethren from Cooks

There are two water rights remaining on the area that the Stanfield Hutterian Brethren acquired from Cooks.

The first is Certificate 87368 for irrigation of 152.8 Acres with 1.91 CFS (857.2 GPM). There are two wells (Well #1 & #3) authorize to irrigate the 152.8 Acres. - 3 Ac. ft -

The second water is involved in Water Right Transfer T-11254. This water right is for the irrigation of 39.3 acres with 0.49 CFS (220 GPM). This water right through the Oregon Water Resources Dept. Order approving the transfer authorized the irrigation of Well #1 and #3 for the irrigation of these 39.3 Acres. The Stanfield Hutterian Brethren have entered into a Contract with the Oregon Water Resources to expedite the processing this Transfer to Certification.

Attached are copies of documents verifying these Water Rights. Also attached are the Well logs for the two Wells. A poor copy of Stag Gulch Critical Ground Water Area Map showing the different subareas.

## STATE OF OREGON

## COUNTY OF UMATILLA

## CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

IVAN COOK  
 1870 S. 1<sup>ST</sup> STREET  
 HERMISTON, OR 97838-7104

confirms the right to use the waters of TWO WELLS in the UMATILLA RIVER BASIN for IRRIGATION OF 152.8 ACRES.

This right was perfected under Permit G-7183. The date of priority is FEBRUARY 25, 1977. The amount of water to which this right is entitled is limited to an amount actually used beneficially, and shall not exceed 1.91 CUBIC FEET PER SECOND (CFS); being 1.59 CFS from WELL 1 and 0.32 CFS from WELL 3, or its equivalent in case of rotation, measured at the wells.

The wells are located as follows:

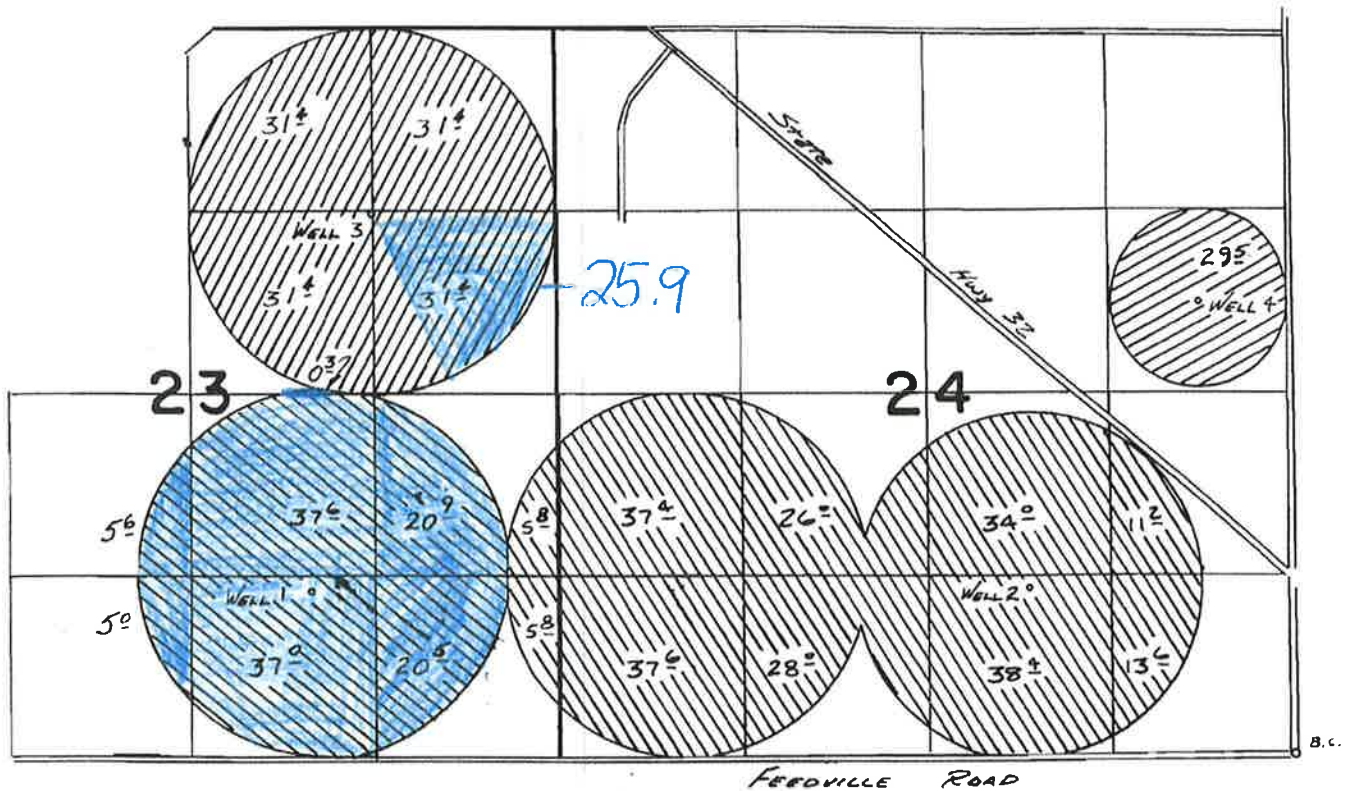
TWP	RNG	MER	SEC	Q-Q	WELL #	MEASURED DISTANCES
4 N	28 E	WM	23	SW NE	3	1350 FEET SOUTH AND 1330 FEET WEST FROM THE NE CORNER OF SECTION 23
4 N	28 E	WM	23	SW SE	1	1210 FEET NORTH AND 1800 FEET WEST FROM THE SE CORNER OF SECTION 23

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, is limited to a diversion of ONE-EIGHTIETH of one cubic foot per second, or its equivalent for each acre irrigated, and shall be further limited to a diversion of not to exceed 3.0 acre-feet per acre for each acre irrigated during the irrigation season of each year. The use shall conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the place of use to which this right is appurtenant is as follows:

TWP	RNG	MER	SEC	Q-Q	WELL #	ACRES
4 N	28 E	WM	23	SW NE	1	0.3
4 N	28 E	WM	23	SE NE	3	25.9
4 N	28 E	WM	23	NE SW	1	5.6
4 N	28 E	WM	23	SE SW	1	5.0
4 N	28 E	WM	23	NE SE	1	20.9
4 N	28 E	WM	23	NW SE	1	37.6
4 N	28 E	WM	23	SW SE	1	37.0
4 N	28 E	WM	23	SE SE	1	20.5
TOTAL:						152.8

T. 4N., R. 28E., W.M.



FEEDVILLE ROAD

WELL 1 LOC: 1210' N. &amp; 1800' W. FROM SE COR. SEC 23

WELL 2 LOC: 1230' N. &amp; 1910' W. FROM SE COR. SEC 24

WELL 3 LOC: 1350' S. &amp; 1330' W. FROM NE COR. SEC 23

WELL 4 LOC: 660' N. &amp; 670' W. FROM E 1/4 COR. SEC 24

**FINAL PROOF SURVEY**

UNDER

Application No. **G-7851** Permit No. **G-7183**  
 IN NAME OF

**VERNON & IVAN COOK**

Surveyed 5-13 1982, by V. L. Church

**BEFORE THE WATER RESOURCES DEPARTMENT  
OF THE  
STATE OF OREGON**

In the Matter of Transfer Application T-11254, Umatilla County	) ) ) )	FINAL ORDER APPROVING AN ADDITIONAL POINT OF APPROPRIATION AND CHANGE IN PLACE OF USE
---	------------------	--

**Authority**

ORS 537.705 and 540.505 to 540.580 establish the process in which a water right holder may submit a request to transfer the point of appropriation, place of use, or character of use authorized under an existing water right. OAR Chapter 690, Division 380 implements the statutes and provides the Department's procedures and criteria for evaluating transfer applications.

**Applicant**

IVAN COOK  
1870 S 1ST STREET  
HERMISTON, OR 97838

**Agent**

DR. PAUL WATTENBURGER  
505 E MAIN ST  
HERMISTON, OR 97838

**Findings of Fact**

**Background**

1. On June 2, 2011, IVAN COOK filed an application to change the point of appropriation and to change the place of use under Certificate 79889. The Department assigned the application number T-11254.
2. On September 13, 2011, the agent submitted an amended application map clarifying that the transfer was for an additional point of appropriation.
3. The portion of the right to be transferred is as follows:

**Certificate:** 79889 in the name of VERNON AND IVAN COOK (perfected under Permit G-7183)  
**Use:** IRRIGATION OF 39.3 ACRES  
**Priority Date:** FEBRUARY 25, 1977  
**Rate:** 0.49 CUBIC FOOT PER SECOND

This final order is subject to judicial review by the Court of Appeals under ORS 183.482. Any petition for judicial review must be filed within the 60-day time period specified by ORS 183.482(1). Pursuant to ORS 536.075 and OAR 137-003-0675, you may petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.



**Limit/Duty:** The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, is limited to a diversion of ONE-EIGHTIETH of one cubic foot per second, or its equivalent for each acre irrigated, and shall be further limited to a diversion of not to exceed 3.0 acre-feet per acre for each acre irrigated during the irrigation season of each year.

**Source:** WELL 3 within the UMATILLA RIVER BASIN

**Authorized Point of Appropriation:**

Twp	Rng	Mer	Sec	Q-Q	Measured Distances
4 N	28 E	WM	23	SW NE	WELL 3 - 1350 FEET SOUTH AND 1330 FEET WEST FROM THE NE CORNER OF SECTION 23

**Authorized Place of Use:**

IRRIGATION						
Twp	Rng	Mer	Sec	Q-Q	Acres	Type of Change Proposed
4 N	28 E	WM	23	NW NE	11.4	APOA and POU
4 N	28 E	WM	23	SW NE	12.1	APOA
4 N	28 E	WM	23	SW NE	10.3	APOA and POU
4 N	28 E	WM	23	SE NE	5.5	APOA and POU
TOTAL:					39.3	

APOA means additional point of appropriation

POU means place of use

4. Transfer Application T-11254 proposes an additional point of appropriation approximately 2720 feet South and 470 feet West from the existing point of appropriation to:

Twp	Rng	Mer	Sec	Q-Q	Measured Distances
4 N	28 E	WM	23	SW SE	WELL 1 - 1210 FEET NORTH AND 1800 FEET WEST FROM THE SE CORNER OF SECTION 23

5. In addition to proposing an additional point of appropriation, Transfer Application T-11254 also proposes to change the place of use of a portion of the water right to:

IRRIGATION							
Twp	Rng	Mer	Sec	Q-Q	Acres	Type of Change Proposed	Tax Lot
4 N	28 E	WM	23	SW NE	12.1	APOA	200
4 N	28 E	WM	23	SW NE	4.9	APOA and POU	200
4 N	28 E	WM	23	NE SW	8.3	APOA and POU	200
4 N	28 E	WM	23	SE SW	6.7	APOA and POU	200
4 N	28 E	WM	23	NE SE	7.0	APOA and POU	200
4 N	28 E	WM	23	NW SE	0.3	APOA and POU	200
TOTAL:					39.3		

6. Notice of the application for transfer was published on June 7, 2011, pursuant to OAR 690-380-4000. No comments were filed in response to the notice.
7. On September 13, 2011, Department staff met with the agent and hand delivered copy of the Draft Preliminary Determination proposing to approve Transfer Application T-11254. On September 29, 2011, the applicant requested that the Department proceed with issuance of a

Preliminary Determination and provided the necessary information to demonstrate that the applicant is authorized to pursue the transfer.

8. On October 7, 2011, the Department issued a Preliminary Determination proposing to approve Transfer Application T-11254 and mailed a copy to the applicant. Additionally, notice of the Preliminary Determination for the transfer application was published on the Department's weekly notice on October 11, 2011, and in the Hermiston Herald newspaper on October 29, November 5 and November 12, 2011, pursuant to ORS 540.520 and OAR 690-380-4020.
9. On November 10, 2011, Hale Farms, LLC timely submitted a Protest of the Preliminary Determination. No other timely protests were received by the Department.
10. On December 12, 2011, Hale Farms, LLC withdrew its protest of the Preliminary Determination.
11. On December 20, 2011, the agent verified that an additional point of appropriation for 12.1 acres proposed in the transfer application had been inadvertently omitted from the Preliminary Determination. The additional point of appropriation for the 12.1 acres is now included in this order.

***Transfer Review Criteria (OAR 690-380-4010)***

12. Water has been used within the last five years according to the terms and conditions of the right. There is no information in the record that would demonstrate that the right is subject to forfeiture under ORS 540.610.
13. A pump, pipeline, and sprinkler system sufficient to use the full amount of water allowed under the existing right was present within the five-year period prior to submittal of Transfer Application T-11254.
14. The proposed changes would not result in enlargement of the right.
15. The proposed changes would not result in injury to other water rights.

**Conclusions of Law**

The additional point of appropriation and place of use proposed in Transfer Application T-11254 are consistent with the requirements of ORS 537.705 and 540.505 to 540.580 and OAR 690-380-5000. The application is approved pursuant to the terms and conditions below.

**Now, therefore, it is ORDERED:**

1. The additional point of appropriation and change in place of use proposed in Transfer Application T-11254 are approved.

2. The right to the use of the water is restricted to beneficial use at the place of use described, and is subject to all other conditions and limitations contained in Certificate 79889 and any related decree.
3. Transfers T-11254, T-11255 and T-11256 all modify water right certificate 79889. Certificate 79889 will be cancelled upon issuance of the final orders for these transfers. A new certificate will be issued describing those portions of the right not affected by these transfers.
4. The quantity of water diverted at the new point of appropriation, together with the additional point of appropriation, shall not exceed the quantity of water lawfully available at the original point of appropriation.
5. The water user shall maintain and operate the existing measurement devices and shall make such improvements as may be required by the Department.
6. Water shall be acquired from the same aquifer (water source) as the original point of appropriation.
7. The former place of use of the transferred right shall no longer receive water under the right.
8. The approved changes shall be completed and full beneficial use of the water shall be made on or before **October 1, 2013**. A Claim of Beneficial Use prepared by a Certified Water Right Examiner shall be submitted by the applicant to the Department within one year after the deadline for completion of the changes and full beneficial use of the water.
9. When satisfactory proof of the completed changes is received, a new certificate confirming the right transferred will be issued.

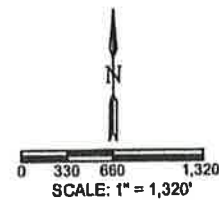
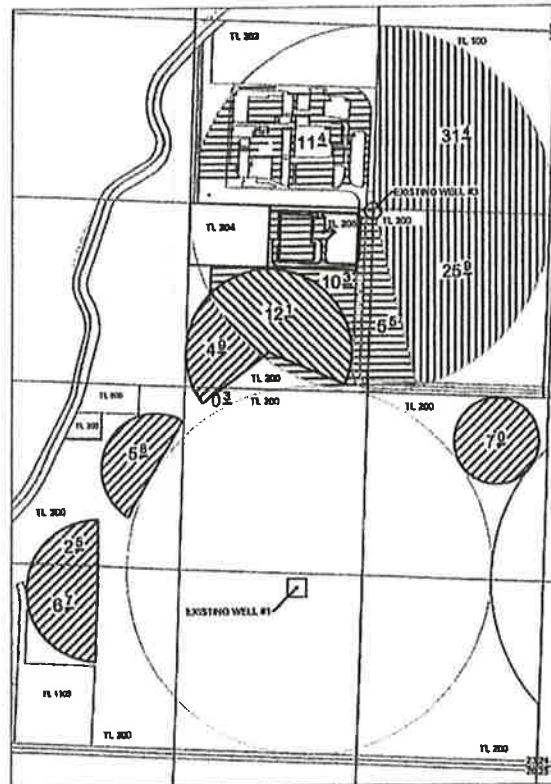
Dated at Salem, Oregon this 5 day of January, 2012.

  
 Dwight French, Water Right Services Division Administrator, for  
 PHILLIP C. WARD, DIRECTOR

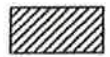
Mailing Date: JAN 09 2012

**RECEIVED**

DEC 23 2011

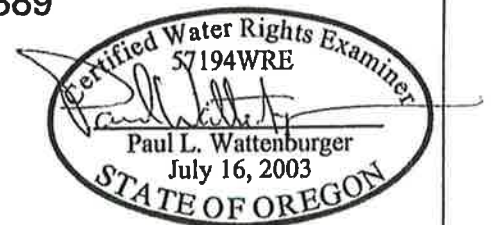
WATER RESOURCES DEPT  
SALEM, OREGON**Township 4 North, Range 28 East - Section 23  
UMATILLA COUNTY****LEGEND**

TL 200 TAX LOT NUMBER

57.3 AC OF CERT 79889  
POU UNCHANGED12.1 AC OF CERT 79889  
POU UNCHANGED WITH  
ADDITIONAL POA27.2 AC OF CERT 79889  
POU CHANGED27.2 AC FROM CERT 79889  
TO NEW POA WITH  
ADDITIONAL POA**POINTS OF APPROPRIATION**EXISTING WELL #3 ○ 1350'S 1330'W FROM NE COR,  
SEC 23, T4N, R28E, W.M.*Proposed* EXISTING WELL #1 □ 1210'N 1800'W FROM SE COR,  
SEC 23, T4N, R28E, W.M.

**Transfer Map T-11254**  
**Under Transfer Certificate 79889**  
**In the name of Ivan Cook**  
**April 14th, 2011**  
**(September 13th, 2011)**

THIS MAP WAS PREPARED FOR THE  
 PURPOSE OF IDENTIFYING THE  
 LOCATION OF A WATER RIGHT ONLY  
 AND IS NOT INTENDED TO PROVIDE  
 LEGAL DIMENSIONS OR LOCATION  
 OF PROPERTY OWNERSHIP LINES.



EXPIRES: 6/30/12





**OREGON WATER RESOURCES DEPARTMENT  
CERTIFICATE REIMBURSEMENT AUTHORITY  
APPLICANT'S AGREEMENT**  
Contract Number: **R12925-23**

This Agreement is between the **Oregon Water Resources Department**, hereafter OWRD, and **Stanfield Hutterian Farm**, hereafter Applicant, hereafter known together as the parties.

**OWRD Information**

Project Contact: Kerry Kavanagh  
Reimbursement Authority  
Oregon Water Resources Department  
725 Summer Street NE  
Salem, OR 97301-1271  
Phone: 503-979-3208  
Email: [Kerry.L.Kavanagh@water.oregon.gov](mailto:Kerry.L.Kavanagh@water.oregon.gov)

**Applicant's Information**

Name: Herb Stahl  
Company: Stanfield Hutterian Farm  
Address: 36345 Despain Gulch Road  
Stanfield, OR 97875  
Phone: 541-626-3386  
Email\*: [herb.stahl@eotnet.net](mailto:herb.stahl@eotnet.net)

**Applicant's Representative**

Name: William Porfily  
Title: Representative  
Address: PO Box 643  
Stanfield, OR 97875  
Phone: 541-561-7259  
Email\*: [wporfily@gmail.com](mailto:wporfily@gmail.com)

\*By providing an Email address, consent is given to receive all correspondence electronically. (Paper copies of the certificate and final order documents will also be mailed.)

1. **Purpose.** The purpose of this Agreement is to expedite the processing of the **Claim of Beneficial Use**. (Transfer Application Number: T-11254)
2. **Authority.** ORS 536.055 authorizes the OWRD to enter into a voluntary agreement with any applicant, permittee or regulated entity (collectively Applicant) for expediting or enhancing a regulatory process. In making this agreement, OWRD shall require the applicant to pay the full cost of expedited process.
3. **Restrictions.** Stanfield Hutterian Farm and OWRD agree that this Agreement shall not be construed to restrict in any way the decisions and actions by OWRD. OWRD shall be free to exercise independent judgment consistent with existing laws and regulations.
4. **Effective Date and Duration.** Unless otherwise terminated by non-deposit of funds by the Applicant, this Agreement shall become effective on the date on which both parties have signed the Agreement and the full deposit of the estimated cost of the proposed service has been received by OWRD.
5. **Consideration.** Stanfield Hutterian Farm shall pay OWRD in advance for actual costs incurred by OWRD. Stanfield Hutterian Farm agrees to pay the full amount of **\$1674** to OWRD prior to commencement of any work stated in this Agreement. This payment will be placed in an account administered by OWRD and drawn upon as costs are actually incurred. If the actual cost of performing the work is less than payments received, OWRD will refund the unspent balance. If the actual cost of processing exceeds the estimate, the Applicant can either elect to terminate this Agreement or amend the Agreement to reflect the increase in cost. The costs stated in this Agreement do not include the statutory application processing and filing fees.
6. **Confidentiality.** Stanfield Hutterian Farm agrees that any information provided to or acquired by OWRD under this Agreement will be subject to the Oregon Public Records Law and shall be considered public records.
7. **Indemnity.** Applicant shall defend, save, hold harmless, and indemnify the State of Oregon, OWRD, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Applicant or its representatives, officers, employees, contractors, or agents under this Agreement or with respect to the expedited service. The Applicant acknowledges that the Oregon Water Resources Department cannot and does not guarantee a favorable review under the subject regulatory process.

PCA 47126



8. **Termination.** Applicant may request to terminate this agreement only in writing at any time during the process. The Applicant agrees to pay for the work done by the Reimbursement Authority personnel up until the time of the written termination request. OWRD, upon receiving such written termination request from the Applicant, will refund any unspent balance after paying the Reimbursement Authority personnel for the work done.
9. **Funds Authorized and Available.** By its execution of this Agreement, Applicants certifies that sufficient funds are authorized and available to cover the expenditures contemplated by this Agreement.
10. **Duration of Estimate.** The Estimate of Time to complete the work is no later than one hundred and twenty days (120) days once this Agreement has been fully executed and payment of the estimated cost deposited. However, this estimate is contingent on the Applicant's expeditious resolution of any deficiency and may be affected by the Department's work load. This Estimate of Time may become null and void after thirty (30) days from the date the Applicant's Agreement is mailed. If the Applicant's Agreement is not received by the Department within thirty (30) days of mailing the Agreement, the Applicant may need to re-apply for a new estimate.
11. **Completion Date.** OWRD, by the execution of this Agreement does not guarantee the completion date indicated in this Agreement. Completion date is only an estimate and may be affected by the Department's workload, issues arising from the processing of the requested services and Applicant's timely response to requests for additional information.
12. **Captions.** The captions or headings in this Agreement are for the convenience only and in no way define limit or describe the scope or intent of any provision of this Agreement.
13. **Amendment and Merger.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written instrument signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.
14. **Signatures.** All parties, by the authorized representative's signature below, hereby acknowledge that they have read this Agreement, understand it and agree to be bound by its terms and conditions.

Applicant:   
 Name: Herb Stahl  
 Company: Stanfield Hutterian Farm  
 Date: 10/18/22

For OWRD: \_\_\_\_\_  
 Name: Kerry Kavanagh  
 Water Right Services Division  
 Date: \_\_\_\_\_

Mail signed Agreement to:

Kerry Kavanagh  
 Oregon Water Resources Department  
 725 Summer Street NE, Suite A  
 Salem, OR 97301-1271

PCA 47126

**STANFIELD HUTTERIAN BRETHREN**  
**36345 DESPAIN GULCH RD**  
**STANFIELD, OR 97875**  
 541-449-2067

BANNER BANK  
 1-800-273-6933  
 www.BannerBank.com

12838

88-7107/3233

CHECK IMAGE

1/19/2023

PAY TO THE ORDER OF OREGON WATER RESOURCES DEPT.

\$ \*\*1,674.00

One Thousand Six Hundred Seventy-Four and 00/100\*\*\*\*\*

DOLLARS

OREGON WATER RESOURCES DEPT  
 725 SUMMER STREET NE, SUITE A  
 SALEM, OR 97301

VOID AFTER 6 MONTHS

MEMO

AUTHORIZED SIGNATURE

⑈012838⑈ ⑆323371076⑆ 6400308616⑈

STANFIELD HUTTERIAN BRETHREN

36345 DESPAIN GULCH RD

12838

OREGON WATER RESOURCES DEPT.		1/19/2023	
Date	Type	Reference	
1/19/2023	Bill		
		Original Amt.	Balance Due
		1,674.00	1,674.00
			Discount
			Payment
			1,674.00
		Check Amount	1,674.00

Banner Bank

1,674.00

The wells shall be maintained in accordance with the General Standards for the Construction and Maintenance of Water Wells in Oregon.

This certificate, together with Certificate 87373 and Certificate 87374, describes that portion of the water right confirmed by Certificate 79889, State Record of Water Right Certificates, NOT modified by the provisions of orders of the Water Resources Director approving Transfer Applications T-11254, T-11255 and T-11256, entered JAN 05 2012, and recorded at Special Order Volume 85, Pages 859 to 870.

The issuance of this superseding certificate does not confirm the status of the water right in regard to the provisions of ORS 540.610 pertaining to forfeiture or abandonment. The right to the use of the water for the above purpose is restricted to beneficial use on the lands or place of use described.

WITNESS the signature of the Water Resources Director, affixed JAN 05 2012.

  
Dwight French, Water Right Services Division Administrator, for  
PHILLIP C. WARD, DIRECTOR

**UMAT 2507**  
**WATER WELL REPORT**  
**STATE OF OREGON**  
(Please type or print)  
(Do not write above this line)

State Well No. 77V198K-239C

State Permit No. \_\_\_\_\_

(1) OWNER:  
Name VERNON + IVAN COOK  
Address Rt #1 Box 1961 HERMISTON, OR

(2) TYPE OF WORK (check):  
New Well ☒ Deepening ☐ Reconditioning ☐ Abandon ☐  
If abandonment, describe material and procedure in Item 12.

(3) TYPE OF WELL:

Rotary <input type="checkbox"/>	Driven <input type="checkbox"/>	Domestic <input type="checkbox"/>	Industrial <input type="checkbox"/>	Municipal <input type="checkbox"/>
Cable <input type="checkbox"/>	Jetted <input type="checkbox"/>	Irrigation <input checked="" type="checkbox"/>	Test Well <input type="checkbox"/>	Other <input type="checkbox"/>
Dug <input type="checkbox"/>	Bored <input type="checkbox"/>			

(4) PROPOSED USE (check):  
Threaded ☐ Welded ☒

(5) CASING INSTALLED:  
14" Diam. from 0 ft. to 220 ft. Gage 150  
" Diam. from \_\_\_\_\_ ft. to \_\_\_\_\_ ft. Gage \_\_\_\_\_  
" Diam. from \_\_\_\_\_ ft. to \_\_\_\_\_ ft. Gage \_\_\_\_\_

(6) PERFORATIONS:  
Perforated? ☐ Yes ☒ No  
Type of perforator used \_\_\_\_\_  
Size of perforations \_\_\_\_\_ in. by \_\_\_\_\_ in.  
\_\_\_\_\_ perforations from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
\_\_\_\_\_ perforations from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
\_\_\_\_\_ perforations from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

(7) SCREENS:  
Well screen installed? ☐ Yes ☒ No  
Manufacturer's Name \_\_\_\_\_  
Type \_\_\_\_\_ Model No. \_\_\_\_\_  
Diam. \_\_\_\_\_ Slot size \_\_\_\_\_ Set from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
Diam. \_\_\_\_\_ Slot size \_\_\_\_\_ Set from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

(8) WELL TESTS:  
Drawdown is amount water level is lowered below static level  
Was a pump test made? ☒ Yes ☐ No If yes, by whom? CUSTOMER  
1800 gal./min. with 30 ft. drawdown after 2 hrs.  
" " " " " "  
" " " " " "  
Ballot test \_\_\_\_\_ gal./min. with \_\_\_\_\_ ft. drawdown after \_\_\_\_\_ hrs.  
Artesian flow \_\_\_\_\_ g.p.m.  
Temperature of water \_\_\_\_\_ Depth artesian flow encountered \_\_\_\_\_ ft.

(9) CONSTRUCTION:  
Well seal—Material used NEAT CEMENT  
Well sealed from land surface to 220 ft.  
Diameter of well bore to bottom of seal 18 in.  
Diameter of well bore below seal 14 in.  
Number of sacks of cement used in well seal 100 sacks  
How was cement grout placed? GROUT PUMP

Was a drive shoe used? ☐ Yes ☒ No Plug \_\_\_\_\_ Size: location \_\_\_\_\_ ft.  
Did any strata contain unusable water? ☐ Yes ☐ No  
Type of water? \_\_\_\_\_ depth of strata \_\_\_\_\_  
Method of sealing strata off \_\_\_\_\_  
Was well gravel packed? ☐ Yes ☒ No Size of gravel: \_\_\_\_\_  
Gravel placed from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

[illegible]

## UMAT 2507

Attachment for Well #00-79

Material	From	To	SNL
Sand	0	10	
Gravel Conglomerate	10	190	
Black Basalt	190	235	
Black w/yellow Bassalt	235	255	Water
Black hard	255	360	
Black w/Blue	360	385	Water
Black	385	405	
Black w/green & yellow	405	415	Water
Black	415	425	
Black w/green	425	458	Water
Black	458	505	
Black w/blue & red	505	520	Water
Black	520	540	
Black w/blue & Yellow	590	625	Water
Black & Grey	625	664	
Black w/blue	664	685	
Black	685	710	
Black w/blue & yellow	710	728	
Grey	728	775	
Black w/yellow & green	775	790	
Black	790	820	
Black w/ blue	820	843	
Black	843	850	
Hard Grey	850	1010	
Black	1010	1030	
Hard Grey	1030	1077	
Black, yellow	1077	1103	
Black	1103	1125	
Hard Grey	1125	1140	
Black	1140	1165	
Hard Grey	1165	1160	

RECEIVED  
 NOV 23 1979  
 WATER RESOURCES DEPT  
 SALEM, OREGON

RECEIVED  
 FEB 23 1980  
 WATER RESOURCES DEPT  
 SALEM, OREGON



Well # 7

NOTICE TO WATER WELL CONTRACTOR  
The original and first copy of this report  
are to be filed with the

WATER RESOURCES DEPARTMENT  
SALEM, OREGON 97310  
within 30 days from the date  
of well completion.

UMAT  
2509

UMAT 2509 RECEIVED

WATER WELL REPORT  
STATE OF OREGON MAY 19 1977 State Well No. 4N/28E-23CC  
(Please type or print)  
VIA WATER RESOURCES DEPT. Permit No. \_\_\_\_\_  
(Do not write above this line)  
SALEM, OREGON

(1) OWNER: Circle C. Ranches  
Name: Ivan & Vernon Cook  
Address: Rt. 2, Elsie, Oregon 97826

(2) TYPE OF WORK (check):  
New Well ☒ Deepening ☐ Reconditioning ☐ Abandon ☐  
If abandonment, describe material and procedure in Item 12.

(3) TYPE OF WELL: (4) PROPOSED USE (check):  
Rotary ☒ Driven ☐ Domestic ☐ Industrial ☒ Municipal ☐  
Cable ☐ Jetted ☐ Irrigation ☐ Test Well ☐ Other ☐  
Dug ☐ Bored ☐

(5) CASING INSTALLED: Threaded ☐ Welded ☒  
8" Diam. from 0 ft. to 151 ft. Gage 250  
" Diam. from ft. to ft. Gage  
" Diam. from ft. to ft. Gage

(6) PERFORATIONS: Perforated? ☐ Yes ☒ No.  
Type of perforator used  
Size of perforations in. by in.  
perforations from ft. to ft.  
perforations from ft. to ft.  
perforations from ft. to ft.

(7) SCREENS: Well screen installed? ☐ Yes ☒ No  
Manufacturer's Name  
Type Model No.  
Diam. Slot size Set from ft. to ft.  
Diam. Slot size Set from ft. to ft.

(8) WELL TESTS: Drawdown is amount water level is lowered below static level  
Was a pump test made? ☐ Yes ☒ No If yes, by whom?  
gal./min. with ft. drawdown after hrs.  
Water test 50 gal./min. with 105 ft. drawdown after 1 hrs.  
Artesian flow g.p.m.  
Temperature of water Depth artesian flow encountered ft.

(9) CONSTRUCTION: Cement  
Well seal—Material used  
Well sealed from land surface to 151 ft.  
Diameter of well bore to bottom of seal 12 in.  
Diameter of well bore below seal 8 in.  
Number of sacks of cement used in well seal 23 sacks  
How was cement grout placed?

Was a drive shoe used? ☒ Yes ☐ No Plugs Size: location ft.  
Did any strata contain unusable water? ☐ Yes ☒ No  
Type of water? depth of strata  
Method of sealing strata off  
Was well gravel packed? ☐ Yes ☒ No Size of gravel:  
Gravel placed from ft. to ft.

(10) LOCATION OF WELL:  
County Umatilla Driller's well number  
SW 1/4 SW 1/4 Section 23 T. 47N. R. 28E. W.M.  
Bearing and distance from section or subdivision corner

(11) WATER LEVEL: Completed well.  
Depth at which water was first found 95 ft.  
Static level 126 ft. below land surface. Date 5-9-77  
Artesian pressure lbs. per square inch. Date

(12) WELL LOG: Diameter of well below casing 8"  
Depth drilled 317 ft. Depth of completed well 317 ft.  
Formation: Describe color, texture, grain size and structure of materials; and show thickness and nature of each stratum and aquifer penetrated, with at least one entry for each change of formation. Report each change in position of Static Water Level and indicate principal water-bearing strata.

MATERIAL	From	To	SWL
Topsoil	0	2	
Silt, sandy	2	21	
Gravel & boulders	21	71	
Claystone, brown	71	93	
Rock, broken, brown	93	105	
Claystone, brown	105	140	
Claystone, brown	140	149	
Rock, black	149	167	W.B.
Rock, black & green claystone	167	235	
Basalt, black	235	317	

Work started 5-3 1977 Completed 5-9 1977  
Date well drilling machine moved off of well 5-9 1977

Drilling Machine Operator's Certification:  
This well was constructed under my direct supervision. Materials used and information reported above are true to my best knowledge and belief.  
[Signed] John Van Dusen Date 5-10 1977  
(Drilling Machine Operator)  
Drilling Machine Operator's License No. 1027

Water Well Contractor's Certification:  
This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.  
Name TROY GRIFFIN (Person, firm or corporation) (Type or print)  
Address 900 HERMISTIN AVE HERMISTIN ORE  
[Signed] Troy Griffin (Water Well Contractor)  
Contractor's License No. 65 Date 5-10





Stage  
Guich

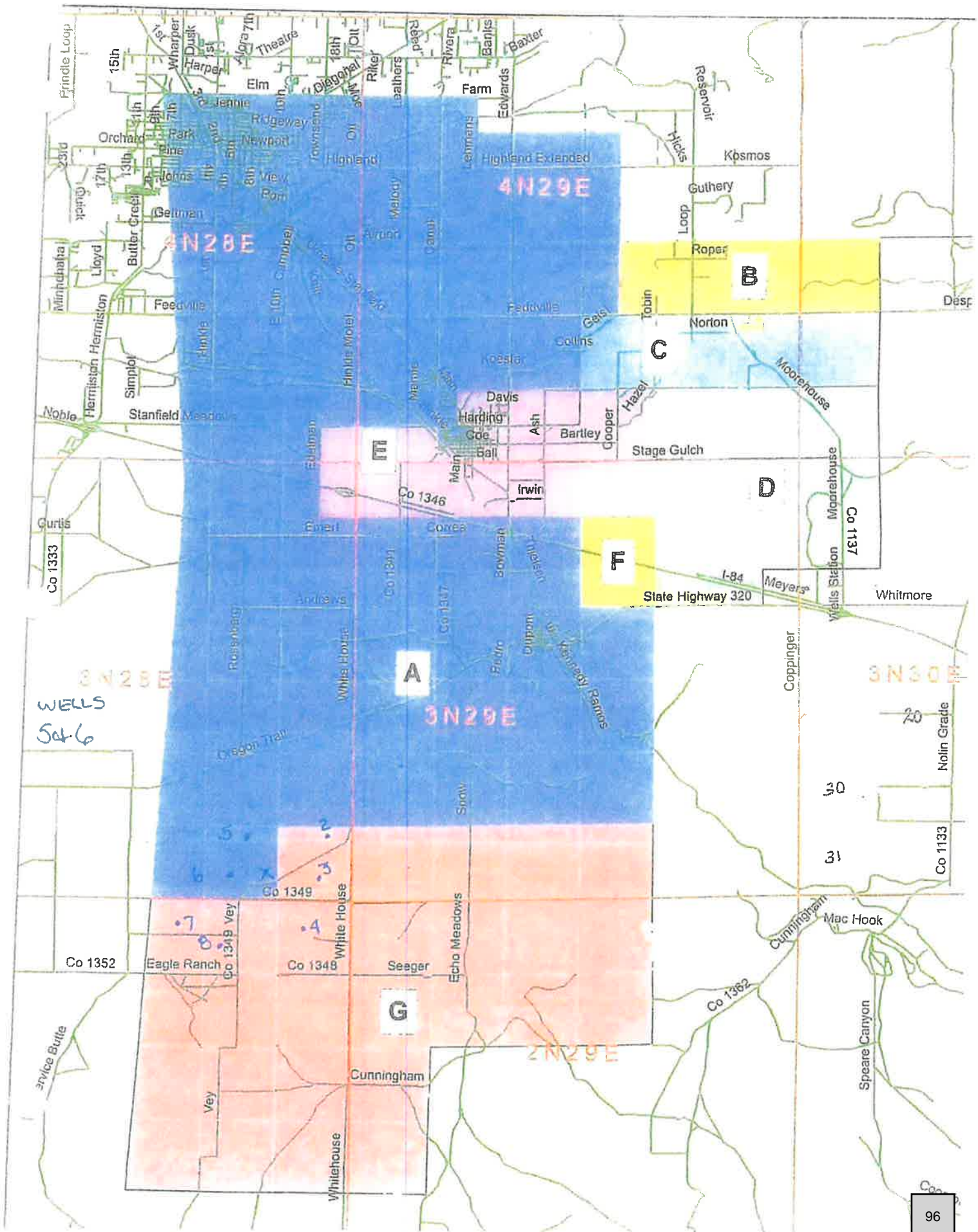
# Critical Groundwater Sections

### Legend

## CGW\_Sections

## SUB AREA

- |   |   |
|---|---|
|    | A |
|    | B |
|    | C |
|    | D |
|   | E |
|  | F |
|  | G |
|  | H |



STATE OF OREGON  
COUNTY OF UMATILLA  
CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

IVAN COOK  
1870 S. 1<sup>ST</sup> STREET  
HERMISTON, OR 97838-7104

confirms the right to use the waters of TWO WELLS in the UMATILLA RIVER BASIN for IRRIGATION OF 152.8 ACRES.

This right was perfected under Permit G-7183. The date of priority is FEBRUARY 25, 1977. The amount of water to which this right is entitled is limited to an amount actually used beneficially, and shall not exceed 1.91 CUBIC FEET PER SECOND (CFS); being 1.59 CFS from WELL 1 and 0.32 CFS from WELL 3, or its equivalent in case of rotation, measured at the wells.

The wells are located as follows:

TWP	RNG	MER	SEC	Q-Q	WELL #	MEASURED DISTANCES
4 N	28 E	WM	23	SW NE	3	1350 FEET SOUTH AND 1330 FEET WEST FROM THE NE CORNER OF SECTION 23
4 N	28 E	WM	23	SW SE	1	1210 FEET NORTH AND 1800 FEET WEST FROM THE SE CORNER OF SECTION 23

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, is limited to a diversion of ONE-EIGHTIETH of one cubic foot per second, or its equivalent for each acre irrigated, and shall be further limited to a diversion of not to exceed 3.0 acre-feet per acre for each acre irrigated during the irrigation season of each year. The use shall conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the place of use to which this right is appurtenant is as follows:

TWP	RNG	MER	SEC	Q-Q	WELL #	ACRES
4 N	28 E	WM	23	SW NE	1	0.3
4 N	28 E	WM	23	SE NE	3	25.9
4 N	28 E	WM	23	NE SW	1	5.6
4 N	28 E	WM	23	SE SW	1	5.0
4 N	28 E	WM	23	NE SE	1	20.9
4 N	28 E	WM	23	NW SE	1	37.6
4 N	28 E	WM	23	SW SE	1	37.0
4 N	28 E	WM	23	SE SE	1	20.5
TOTAL:						152.8



**RESOLUTION NO. 2360**

**A RESOLUTION APPROVING A REAL ESTATE SALE AGREEMENT TO  
PURCHASE CERTAIN PROPERTY WITHIN THE SOUTH HERMISTON  
INDUSTRIAL PARK AND AUTHORIZING THE CITY MANAGER TO SIGN ALL  
NECESSARY DOCUMENTS ON BEHALF OF THE CITY**

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

WHEREAS, the City has been in negotiations with the owners of a parcel of .23 acres of real property including a well and associated improvements located within the South Hermiston Industrial Park (the “Property”); and

WHEREAS, City Staff has proposed that the City Council consider a Sale Agreement (“Agreement”), attached as Exhibit A, for such possible acquisition; and

WHEREAS, the Agreement contains various conditions and contingencies to the closing of such acquisition.

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

1. The City hereby approves the Real Estate Sale Agreement for the acquisition of real property with a well and improvements located within the South Hermiston Industrial Park, Hermiston Oregon as in substantial conformity with the Agreement as attached Exhibit A, but with any changes the City Manager may approve.
2. The City Manager is hereby authorized, on behalf of the City and without further action by the City Council, to execute the Real Estate Sale Agreement and to perform all necessary acts, sign all necessary documents, and complete any other necessary matters in order to purchase the subject property.
3. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 10th day of March 2025.

SIGNED by the Council President this 10th day of March 2025.

\_\_\_\_\_  
Doug Primmer, COUNCIL PRESIDENT

ATTEST:

\_\_\_\_\_  
Lilly Alarcon-Strong, CMC, CITY RECORDER

## REAL ESTATE SALE AGREEMENT

The City of Hermiston, Buyer  
Stanfield Hutterian Brethren, Seller

The succeeding terms and conditions shall constitute the entire agreement ('Agreement') between the aforementioned parties unless otherwise amended in writing. Buyer agrees to buy and Seller agrees to sell the real property situated in Umatilla County, Oregon legally described as "Parcel 3, PARTITION PLAT NO. 2018-20" on file in the County of Umatilla, State of Oregon, comprising approximately 0.23 acres ("Subject Property"), subject to the following terms:

1. Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller, together with all of Seller's right, title and interest in and to any improvements, wells, buildings, structures or fixtures located on or comprising the Property, all rights, licenses, privileges, reversions and easements appurtenant to the Property, including, without limitation, all development rights, air rights, mineral and oil and gas rights, water rights (if any still attached to the property), water and water stock relating to the Property and any other easements, rights of way or appurtenances used in connection with the beneficial use and enjoyment of the Property. The real and personal property shall be sold pursuant to that deed attached as EXHIBIT 1 and the terms and conditions in that deed shall take precedence over any contrary terms in this agreement.
2. Purchase Price. The purchase price is Two Hundred Thousand and zero/100 dollars (\$200,000) payable as all cash to seller at closing.
3. Conditions of Sale:
  - a) This transaction is subject to approval by the City Council of the City of Hermiston.
4. Willing Seller. Acquisition of Subject Property by the City of Hermiston is under a "willing seller" program. Condemnation is not a contemplated means of acquisition; therefore, the Sellers of the Subject Property are not eligible for benefits under the Uniform Relocation Act.
5. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter the Subject Property at reasonable times after reasonable prior notice to Seller to conduct inspections, tests, and surveys concerning hazardous substances, pest infestations, soils conditions, wetlands, and other matters affecting the suitability of the Subject Property for Buyer's intended use or otherwise reasonably related to the purchase of the Subject Property. Seller to be present during all inspections at Sellers option. This transaction is subject to Buyer's approval of any inspections, tests or surveys within 10 business days after receipt of all inspections, tests and surveys.
6. Closing. This transaction shall close at Hermiston City Hall, 180 NE 2nd Street, Hermiston, Oregon 97838. This transaction shall close within 45 days of approval of an acquisition resolution which grants authority to the City of Hermiston to enter into this agreement by the City Council of the City

of Hermiston, or as soon thereafter as marketable title is delivered, but not to exceed ten (10) business days. This extension is not available if marketable title can be delivered on or before the specified closing date. The terms "closed", "at closing" or "closing date" shall mean when the deed is recorded and funds are available to Seller. The sale shall be "closed" when the document conveying title is recorded and funds are disbursed to Seller. At closing, Buyer will deliver the purchase price to Seller by cash, cashier's check, or wire transfer to an account specified by Seller.

7. Deed. At closing, Seller shall convey fee simple title to the Subject Property to Buyer by statutory warranty deed in that form on EXHIBIT 1. Seller shall convey the Subject Property free and clear of all liens and encumbrances, except zoning ordinances, building and use restrictions, reservations in Federal patents, easements of record which affect the Subject Property or area in which the Subject Property is located, private covenants, conditions and restrictions of record for the development, if any, of which the Subject Property is a part and all those exceptions and terms in the EXHIBIT 1 deed.
8. Payment of Closing Costs; Prorates. Recording fees shall be paid by Buyer. Real Property taxes for the tax year in which the transaction is closed, assessments, personal property taxes, and utilities shall be prorated as of the Closing Date. Seller warrants the Subject Property does not qualify for a special tax assessment or deferral program. This tax prorate shall be done between the parties within 10 days after the deed has been recorded and the \$200,000 paid to Seller. The Buyer shall be responsible to determine the prorate of taxes and shall compensate the Seller for its prorated share, or charge the Seller for its prorated share—depending on when this sale is closed.
9. Possession. Seller shall forfeit all rights of possession immediately upon closing. Seller shall release any keys to Buyer on or before the Closing Date.
10. Condition of Property. Seller represents that, to the best of Seller's knowledge, there are no pending or threatened notices of violation of any laws, codes, rules, or regulations applicable to the Subject Property and Seller is not aware of any such violations or any concealed material defects in the Subject Property. Seller shall keep the Subject Property insured until closing. It shall be a condition of Buyer's obligation to close that all the Seller's representations and warranties stated in this Agreement are materially true and correct on the Closing Date. Seller's representations and warranties stated in this Agreement shall survive closing. Seller agrees to not destroy, damage, deface, or remove any part of the Subject Property or permit any person to do so and to assume all liability for damages, other than ordinary wear and tear or those damage caused by Buyer until closing. Seller is responsible for the payment of all expenses related to provisions of water, sewer, heating oil, electric, gas, garbage, cable, and phones or communication providers until closing.
11. Notices. Unless otherwise specified, any notice required by this Agreement must be in writing. Any notice shall be deemed given when personally delivered or delivered by electronic transmission or shall be deemed given on the next business day following delivery of the notice by reputable overnight courier or through mailing in the United States Postal Service, postage prepaid, by the applicable party to the address of the other party shown in this Agreement.
12. Miscellaneous. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This



Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements between them with respect thereto. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. The person signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller each represents covenants and warrants that such person has full right and authority to enter into this Agreement and to bind the party for whom such person signs this Agreement to the terms and provisions of this Agreement.

13. Governing Law. This Agreement shall be governed by the laws of the State of Oregon. Any litigation arising under this Agreement shall occur in the Umatilla County Circuit Court.
14. Approved Uses. PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES. THE PERSON ACQUIRING FEE TITLE SHOULD CHECK IF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505 OR ORS 358.515 REQUIRING NOTIFICATION TO THE STATE HISTORIC PRESERVATION OFFICER OR SALE OR TRANSFER OF THIS PROPERTY, AND SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.252 (Measure 37).

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective authorized representatives.

BUYER

For City:

\_\_\_\_\_ Date \_\_\_\_\_ Byron  
D. Smith, City Manager

SELLER

Seller hereby accepts this offer to purchase:

\_\_\_\_\_ Date \_\_\_\_\_  
Arnold Stahl, President  
Stanfield Hutterian Brethren

Address: 36345 Despain Gulch Road  
Stanfield, OR 97875

Telephone: Herb Stahl, Agent for Stanfield Hutterian Brethren: (541) 626-3386

EXHIBIT 1 – DEED

After Recording, Return To:

ATTN: Rich Tovey, City Attorney  
 City of Hermiston  
 180 NE 2<sup>nd</sup> St.  
 Hermiston, OR 97838

Send All Tax Statements To:

Chief Financial Officer  
 City of Hermiston  
 180 NE 2<sup>nd</sup> St.  
 Hermiston, OR 97838

Grantor:

**Stanfield Hutterian Brethren**

Grantee:

**City of Hermiston, Oregon, an Oregon Municipal Entity**

Consideration: \$200,000.

**STATUTORY WARRANTY DEED**  
 ORS 93.850

The **STANFIELD HUTTERIAN BRETHREN**, an Oregon nonprofit corporation, GRANTOR, conveys and warrants to **CITY OF HERMISTON, OREGON**, an Oregon municipal entity, GRANTEE, the following described real property situated in Umatilla County, Oregon, free of encumbrances except as specifically set forth herein, to-wit:

Parcel 3, PARTITION PLAT NO. 2018-20 (Instrument No. 2018-6800105, Office of Umatilla County Records), located in Section 23, Township 4 North, Range 28, East of the Willamette Meridian, Umatilla County, Oregon.

**SUBJECT TO** those exceptions described on EXHIBIT 1 attached hereto and by this reference incorporated herein.

**NOT INCLUDED** in this conveyance are any water rights. The real property has no water rights.

**INCLUDED** in this conveyance are all personal property on the real property, including but not limited to the well, well column, pumps, all pipes, all electrical boxes and electrical equipment and wiring, and the metal building. This deed shall operate as a bill of sale to all personal property on the real property—no bill of sale is to be given.

ALL REAL PROPERTY AND PERSONAL PROPERTY SOLD IS CONVEYED AS IS WHERE IS WITH ALL FAULTS AND WITH NO IMPLIED OR EXPRESS WARRANTIES OR REPRESENTATIONS WHATSOEVER AS TO CONDITION OR REPAIR, INCLUDING BUT NOT LIMITED TO LATENT AND PATENT DEFECTS, AND THE EXISTENCE OF HAZARDOUS MATERIALS, IF ANY, AND IS NOT GRANTED WITH ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The true and actual consideration for this conveyance is \$200,000.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF

NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

MADE, GRANTED AND DATED ON \_\_\_\_\_, 2025.

**STANFIELD HUTTERIAN BRETHREN**, an Oregon nonprofit (religious) corporation

By: \_\_\_\_\_  
Arnold Stahl, President

STATE OF OREGON, County of Umatilla

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by Arnold Stahl, the President of the Stanfield Hutterian Brethren, an Oregon nonprofit (religious) corporation, and on its behalf.

Notary Public; State of Oregon NOTARY SEAL

\\g\fstahl, Herb\SHB to City\Deed SHB to City parcel 2-25-25.docx

#### **CITY OF HERMISTON ACCEPTANCE OF DEED AND CONVEYANCE OF REAL PROPERTY**

**The City of Hermiston, Oregon**, accepts the foregoing deed and conveyance of real property and personal property.

**CITY OF HERMISTON, OREGON**, an Oregon Municipal Entity

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OREGON, County of Umatilla

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by \_\_\_\_\_, the \_\_\_\_\_ of the City of Hermiston, Oregon, an Oregon municipal entity and on its behalf.

Notary Public; State of Oregon NOTARY SEAL

**EXHIBIT 1 TO STATUTORY WARRANTY DEED – EXCEPTIONS**

1. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
2. Liens and/or assessments of City of Hermiston, if any.
3. Coal and Iron rights, including the terms and provisions thereof, reserved in Deed,  
 Grantor : L.A. McClintock  
 Recorded : April 8, 1939  
 Reference : Book 155, Page 274
4. Easement, including the terms and provisions thereof,  
 Grantee : Pacific Power and Light Company  
 Recorded : July 9, 1980  
 Reference : Microfilm Reel 67, Page 1528  
 Amended : November 12, 1980  
 Reference : Microfilm Reel 73, Page 798
5. Easement, including the terms and provisions thereof,  
 Grantee : PacifiCorp  
 Recorded : January 20, 1999  
 Reference : Instrument No. 1999-3440050
6. Easements as shown on Partition Plat No. 2010-05,  
 Recorded : April 2, 2010  
 Reference : Instrument No. 2010-5640139
7. Easements as shown on Partition Plat No. 2018-20,  
 Recorded : December 5, 2018  
 Reference : Instrument No. 2018-6800105
8. Easement, including the terms and provisions thereof,  
 Grantee : City of Hermiston  
 Recorded : August 23, 2021  
 Reference : Instrument No. 2021-7270260

(End of Exhibit 1 - Exception)



*Where Life is Sweet*

Mayor and Members of the City Council  
**STAFF REPORT**  
 For the Meeting of March 10, 2025

**Title/Subject**

IGA for Loan and Repayment for a \$5,000,000 design and construction loan for NE Aspen Drive between the City of Hermiston and the Hermiston Urban Renewal Area.

**Summary and Background**

As part of the 2024-25 municipal budget, the city agreed to loan \$5,000,000 to the urban renewal district to cover the design costs of the NE Aspen Drive extension linking NE 4<sup>th</sup> Street and N 1<sup>st</sup> St (Highway 395). The \$5,000,000 comes from bond funding issued by the city for capital improvement projects. The bonded amount was designed to include the NE Aspen Drive project. The north urban renewal area is anticipated to generate enough revenue to cover the repayment of this loan within the repayment timeframe provided modest development and redevelopment occurs. To date, the Popeye's restaurant is already generating new tax revenue for the district.

The attached IGA covers this \$5,000,000 loan and is similar in structure and terms to the other two loan agreements between the city and urban renewal agency. Section 4 specifies the term of the loan. There is a twenty-year repayment term. An interest rate of 1% will be charged for each year of the loan. The loan will be repaid in monthly installments using the lesser of 1) a monthly payment sufficient to amortize the loan over the ten-year term or 2) the tax increment accrued to the district. Repayment of this loan over twenty years is possible with existing revenues and a 3% annual increase in assessed value within the district.

**Tie-In to Council Goals**

Construction of NE Aspen Drive is not a specific council goal but is a project within the urban renewal plan for the district adopted by the city council in 2023.

**Fiscal Information**

The estimated cost of the project is projected to be \$5,000,000 the total debt capacity of the north urban renewal area is also \$5,000,000 within the adopted plan.

**Alternatives and Recommendation**

**Alternatives**

The city council may choose to:



1. Approve the IGA with a twenty-year repayment period and 1% interest.
2. Modify the repayment period or interest rate.

Recommended Action/Motion

Staff recommends that the city council approve the IGA.

Staff recommends that the urban renewal board also approve the IGA.

**Submitted By:**

Clinton Spencer, Planning Director

**INTERGOVERNMENTAL AGREEMENT RELATED TO  
THE LENDING OF \$5,000,000.00  
BY THE CITY OF HERMISTON  
TO THE URBAN RENEWAL AGENCY OF THE CITY OF HERMISTON**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into between the City of Hermiston, an Oregon municipal corporation established under ORS Chapter 221 (the “City”), and the Urban Renewal Agency of the City of Hermiston, a municipal corporation established under ORS Chapter 457 and duly activated by the City (“HURA”).

**RECITALS:**

- A. WHEREAS, the City of Hermiston North Urban Renewal Plan (the “Plan”) was developed by HURA and approved by the City on July 23, 2023, by Ordinance No. 2347, which established the Hermiston North Urban Renewal Area (the “Area”) and identified urban renewal projects, as defined by ORS 457.010(20), that are anticipated to enhance the Area;
- B. WHEREAS, the Board of HURA and the Council of the City have determined that a need exists to provide funds for the construction of the NE Aspen Avenue extension project contemplated by the Plan in the amount of \$5,000,000.00 (the “Program”);
- C. WHEREAS, HURA does not currently have sufficient revenues to fund the capital construction costs;
- D. WHEREAS, the City and HURA have determined that financing the Program through an intergovernmental agreement is financially feasible, and is in the parties' best interests; and
- E. WHEREAS, ORS 190.010 authorizes the City and HURA to enter, and the City and HURA desire to enter into an intergovernmental agreement,

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, the mutual covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**Section 1: Term and Termination.** This Agreement shall become effective upon the date of the last signature hereon, and shall continue in full force and effect until the Loan (defined below) is paid in full. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

**Section 2: Duties of the City.** The City shall authorize all actions and execute all documents necessary or desirable to loan to HURA Five Million and 00/100 Dollars (\$5,000,000.00) (the “Loan”). In so doing, the City shall comply with the laws of the State of Oregon including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235, which by this reference are made a part hereof, and the terms and conditions contained within this Agreement.

-1-

INTERGOVERNMENTAL AGREEMENT RELATED TO THE LENDING OF \$5,000,000 BY  
THE CITY OF HERMISTON TO THE URBAN RENEWAL AGENCY OF THE CITY OF  
HERMISTON

The City shall be responsible for the expenses incurred for its activities in the performance of this Agreement.

**Section 3: Duties of HURA.** HURA shall authorize all actions and execute all documents necessary or desirable to accept the Loan. In so doing, HURA shall comply with the laws of the State of Oregon including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235, which by this reference are made a part hereof, and the terms and conditions contained within this Agreement. City shall be responsible for the expenses incurred for HURA's activities in the performance of this Agreement.

**Section 4: Loan Terms.** The Loan will be made from the City's General Fund in the principal amount of \$5,000,000.00 to fund the Program and administrative costs related thereto and related to the construction of improvements in the North Urban Renewal Area. Interest on the Loan shall accrue at the rate of 1.00% per annum commencing on the date of transfer. HURA shall repay the Loan in annual installments due on or before the first day of each calendar year equal to the lesser of (i) accrued interest plus a principal amount sufficient to fully amortize the Loan over its remaining term or (ii) tax increment collected by HURA. The Loan, plus all accrued interest thereon, shall be repaid in full not later than the twentieth (20th) anniversary of this Agreement. HURA hereby pledges its tax increment revenues within the North Urban Renewal Area to repay the Loan, and this Agreement shall constitute an indebtedness of HURA, as defined by the Oregon Constitution, Article IX, Section 1C. The pledge of the tax increment revenues shall be superior to all other pledges or commitments of tax increment revenue that HURA makes, unless the City agrees in writing to subordinate its claim against the tax increment revenues.

**Section 5: Indemnification.** Subject to the limitations in the Oregon Constitution and the Oregon Tort Claims Act, the parties agree to defend, indemnify, and hold each other, their officers, agents, and employees harmless from all claims, suits, or actions of whatsoever kind, which arise out of or result from the transfer of funds.

**Section 6: Modification.** This Agreement may not be altered, modified, supplemented or amended in any manner whatsoever except by the mutual agreement of the parties in writing. Any such alteration, modification, supplementation or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if signed by the parties.

**Section 7: Waiver.** No provision of this Agreement may be waived except in writing by the party waiving compliance. No waiver of any provision of this Agreement shall constitute waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other provision.

**Section 8: Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

IN WITNESS WHEREOF, the execution of which having been first duly authorized according to law.

CITY OF HERMISTON

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

THE URBAN RENEWAL AGENCY OF THE CITY OF HERMISTON

\_\_\_\_\_  
Chair, Board of Directors

\_\_\_\_\_  
Date