



Where Life is Sweet

HERMISTON CITY COUNCIL

180 NE 2nd Street – Hermiston, OR 97838

Regular Meeting

October 24th, 2016

A G E N D A

**COUNCIL/CITY MANAGER WORK SESSION
Natural Gas and Geographic Information
Systems (GIS) Discussion - 6:00PM**

1. **CALL MEETING TO ORDER**– 7:00 pm
2. **DECLARATION OF QUORUM**
3. **FLAG SALUTE**
4. **PROCLAMATIONS, PRESENTATIONS & RECOGNITIONS**
5. **CITIZEN INPUT ON NON-AGENDA ITEMS** (Anyone wishing to bring anything before the council that is not on the agenda is asked to please do the following: 1. Limit discussion to not more than FIVE minutes; 2. State your name and address; 3. Direct your comments to the Mayor.)
6. **CONSENT AGENDA**
 - A) Minutes of the October 10th, work session and regular City Council meeting.
 - B) Minutes of the September 7th, Airport Advisory Committee meeting.
 - C) Minutes of the September 8th, Parks and Recreation Committee.
 - D) Minutes of the September 13th, Transit Advisory Committee meeting.
 - E) Minutes of the September 19th, Hispanic Advisory Committee meeting.
 - F) Announcement of standing committee vacancy for the unexpired portion of a 1-year term beginning November 28th, 2016 and ending October 31st, 2017.
Parks and Recreation Committee- position #6.
(Deadline for submitting applications is October 27th, 2016.)
 - G) Confirmation of committee appointments for the unexpired portion of a 2-year term beginning November 1st, 2016 and ending October 31st, 2018.
Parks and Recreation Committee- position #4-Carlisle Harrison, #5-Steve Williams, #7-Michael Kay.

AMERICANS WITH DISABILITIES ACT NOTICE

Please contact Hermiston City Hall, 180 NE 2nd St, 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.

H) Confirmation of committee appointment for the unexpired portion of a 3-year term beginning November 1st, 2016 and ending October 31st, 2019.
 Airport Advisory Committee- position #5- Ron Linn

Action – Motion to approve consent agenda items. Roll Call

7. ITEMS REMOVED FROM CONSENT AGENDA

8. PUBLIC HEARINGS

9. RESOLUTIONS & ORDINANCES

A) Resolution No. 2041- A resolution repealing Resolution 2018 and authorizing the Mayor to sign an agreement with the Oregon Department of Transportation to install a Multi-Use Trail on the south side of W Highland Ave between SW 11th St and Riverfront Park.

Action- Motion to approve and lay upon the record. Roll Call

10. OTHER

A) EOTEC Monthly Report

B) September Financial Report

Action- Motion to approve. Roll Call

11. COMMITTEE REPORTS

A) City Committees and Liaison: Airport Advisory, Budget, Hispanic Advisory, Library Board, Parks & Recreation, Planning Commission, Recreation Projects Fund, Faith-Based Advisory, Community Enhancement, Public Safety, Public Infrastructure, Transit Planning, Festival Street Design.

B) Mayor’s Report –

C) Council Report –

D) Manager’s Report-

i. Umatilla County Fire District Quarterly Report.

12. ADJOURNMENT

<u>UPCOMING MEETINGS AND EVENTS</u>		
(At City Hall unless otherwise specified)		
Oct 24	5:15 pm	Public Safety Committee Meeting
Oct 24	6:00 pm	City Council Work Session
Oct 24	7:00 pm	City Council Meeting
Oct 26	4:00 pm	Library Board Meeting (Library)
Oct 28	7:00 am	EOTEC Meeting (1705 E. Airport Rd)
Oct 28	8:00am to 3:00pm	EOTEC Work Session (1705 E. Airport Rd)
Nov 1	4:30 pm	Faith-Based Advisory Committee
Nov 1	5:00 pm	Transit Planning Committee Meeting
Nov 2	4:00pm	Airport Advisory Committee Meeting
Nov 9	7:00 pm	Planning Commission Meeting
Nov 10	5:30 pm	Parks and Recreation Committee Meeting
Nov 11	VETERANS DAY HOLIDAY	CITY OFFICES CLOSED
Nov 14	4:30 pm	Public Infrastructure Committee Meeting
Nov 14	6:00 pm	City Council Work Session
Nov 14	7:00 pm	City Council Meeting
Nov 18	7:00 am	EOTEC Meeting (1705 E. Airport Rd)
Nov 21	7:00 pm	Hispanic Advisory Committee Meeting

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HERMISTON CITY COUNCIL

Work Session

October 10th, 2016

Mayor Drotzmann called the work session meeting to order at 6:00 pm. Present were Councilors Myers, Primmer, Hardin, Beas-Fitzgerald, Gutierrez, Davis and Smith. Staff members in attendance were City Manager Byron Smith, City Attorney Gary Luisi, Assistant City Manager Mark Morgan, City Planner Clinton Spencer, Chief Edmiston, Kelly Parsons, Bill Schmittle, Ron Sivey, Roy Bicknell, Emma Porricolo, Heather LaBeau, Judge Creasing, and Lilly Alarcon-Strong. News media present was Michael Kane of NE Oregon Now.

Festival Street Kickoff Event

City Planner Clint Spencer stated the Festival Street Open House is work that was started in 2008 with downtown merchants trying to come up with a way to revitalize the area and meet the needs that were identified. This concept was then rolled into the Urban Renewal Plan. During the community needs assessment last year, it was determined that downtown revitalization was also a community priority and now was the best time to start working on this project. Mr. Spencer introduced Mike Faha and Shawn Kummer with Greenworks that has been hired to design the Festival Street.

Mr. Spencer stated the Festival Street Kickoff Event Open House is open to the public and has been advertised on KOHU, thru the Chamber, and with Emma Porricolo hand delivering personal invitations to Main Street businesses.

Recess

At 6:02 pm Mayor Drotzmann recessed the meeting so the council, staff, and audience could attend the Festival Street Kickoff Event Open House directly outside of City Hall.

Reconvened

At 6:48 pm Mayor Drotzmann reconvened the meeting, and asked that Mr. Spencer give more information regarding the Festival Street process.

Mr. Spencer stated there is a five member Committee that will meet for about 9 to 10 months to help design the Festival Street. A full concept should be ready by March with bid documents going out by next summer. All meetings will be publicized and open to the public. Council updates will also be given.

The Committee consists of the following members: Briana Cortaberria, Dave Floria, Jacob Neighbors, Council Representative Jackie Myers, and City Representatives Clint Spencer and Mark Morgan. There is currently one opening for a citizen member.

Councilor Davis asked how the Festival Street Design will be funded.

City Manager Smith stated the Urban Renewal Plan has a dollar amount estimated for this project and that is one of the numbers that has been used.

Councilor Myers asked if there was going to be curbing on the Festival Street.

Mr. Faha and Mr. Kummer stated that it hasn't been decided but there could not be curbing but separation defined in many different ways by using, trees, signs, columns, etc.

HERMISTON CITY COUNCIL

Work Session

October 10th, 2016

The council agreed it was a nice presentation and Mayor Drotzmann encouraged the audience to fill out a survey if they had not yet done so.

Councilor Smith asked if this Committee will work with the Public Art Committee, so these projects can be cohesive.

Mayor Drotzmann stated yes.

(6:55 pm John Kirwan arrived)

City Manager Smith stated he also felt the Open House had a great turn out and is looking forward to see how this will improve downtown.

Mayor Drotzmann thanked Mr. Faha and Mr. Kummer for working with the City on this concept and asked if they would be working on all three concepts of the Festival Street Design or one at a time.

Mr. Faha and Mr. Kummer stated they will be working on all three.

City Manager Smith stated the City also has funding that ODOT has committed to this area.

Mayor Drotzmann stated he loves the idea, community involvement and engagement, and believes this will be a nice addition to Hermiston.

Mayor Drotzmann ended the work session at 6:56pm. The Councilors took a short break before the regular City Council meeting convened at 7:00 pm.

HERMISTON CITY COUNCIL

Regular Meeting

October 10th, 2016

Mayor Drotzmann called the regular meeting to order at 7:00 pm. Present were Councilors Myers, Hardin, Primmer, Kirwan, Gutierrez, Davis, Beas-Fitzgerald, and Smith. Staff members in attendance were City Manager Smith, City Attorney Gary Luisi, Assistant City Manager Mark Morgan, Kelly Parsons, Chief Edmiston, Larry Fetter, Ron Sivey, Judge Creasing, Bill Schmittle, Roy Bicknell, and Lilly Alarcon-Strong. News media present was Michael Kane of NE Oregon Now. The pledge of allegiance was given.

Proclamation

Mayor Drotzmann read a proclamation recognizing Sophia Gispert Tello and Andrea Gispert Tello for earning the Girl Scout Gold Award. Miss Sophia Gispert Tello and Miss Andrea Gispert Tello were unable to attend but were thanked by the Council for their outstanding commitment, hard work, and dedication to the community.

Citizen Input on Non-Agenda Items

Sunita Parke 175 E Main St stated she and her associates have opened a new business on September 1st, 2016, The Hermiston Wellness Center. Ms. Parke offers various healing modalities, including detoxing foot baths, and much more. Starting next month they will have a Massage Therapist and Acupuncturist David Chung who is well known in the area. Ms. Parke left brochures for the Council and public.

The Council welcomed Ms. Parke and her business to Hermiston.

Consent Items

Councilor Primmer moved and Councilor Kirwan seconded to approve all Consent Agenda items, to include:

1. Minutes of the September 26th, regular City Council meeting.
2. Minutes of the September 6th, Faith-Based Advisory Committee meeting.
3. Announcement of standing committee vacancy for the unexpired portion of a 1-year term beginning November 28th, 2016 and ending October 31st, 2017.
Parks and Recreation Committee- position #6.
(Deadline for submitting applications is October 27th, 2016.)
4. Recommendation of committee appointments for the unexpired portion of a 2-year term beginning November 1st, 2016 and ending October 31st, 2018.
Parks and Recreation Committee- position #4-Carlisle Harrison, #5-Steve Williams, #7-Michael Kay.
5. Recommendation of committee appointment for the unexpired portion of a 3-year term beginning November 1st, 2016 and ending October 31st, 2019.
Airport Advisory Committee- position #5- Ron Linn

Motion carried unanimously.

August Financial Report

Councilor Myers moved and Councilor Hardin seconded to approve the August Financial Report as prepared by Finance Director Amy Palmer and presented by City Manager Smith. Motion carried unanimously.

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Committee Report

Councilors stated the Hispanic Advisory, Parks and Recreation, and Public Transit Committees will all meet next week, with the Public Safety Committee meeting on October 24th.

Mayor Drotzmann encouraged the public to apply for the open position on the Parks and Recreation Committee. Applications are due to Executive Assistant Lilly Alarcon-Strong by October 27th.

Faith-Based Advisory Committee- Councilor Hardin stated he was contacted by a group in Pilot Rock who are interested in forming a Faith-Based Advisory Committee in their community. The Committee has been hard at work finalizing details in hiring a director for their Family Promise initiative.

Mayor's Report

Mayor Drotzmann stated he attended the LOC Conference last week. It was well attended with specific Mayor workshops. These workshops focused on legislation and LOC moving forward with next year's session. Mayor Drotzmann stated he believes the City should have a work session in the next few months to participate in a discussion on priorities with Representative Smith and Senator Hansell.

City Manager Smith stated the City has had discussions with Mr. Smith and Mr. Hansell regarding these items, but further discussion can be arranged. City Manager Smith stated Councilor Hardin and he attended a meeting in LaGrande during City Hall Week and were able to speak with Senator Hansell regarding these priorities.

Councilor Report

Councilor Beas-Fitzgerald stated as a member of the Oregon Commission for Women, the Commission is drafting a bill of rights for children of incarcerated parents to help preserve the family connection and keep families together. The Commission also recently visited incarcerated women at Coffee Creek Correctional Facility and the vast array of festivals that are very family oriented with child activities and food. It is very impressive to see all the family events the facility holds. The facility also has various kiosks placed throughout the facility so inmates receive notification when they have a video call waiting for them. Councilor Beas-Fitzgerald stated it was great to see all the programs they have available to help rehabilitate inmates after they are released. Councilor Beas-Fitzgerald stated the experience has been very humbling.

Mayor Drotzmann thanked Councilor Beas-Fitzgerald for her service on the Commission, as well as service on the Hispanic Advisory Committee that she and Councilor Gutierrez serve on. Mayor Drotzmann stated there was a lot of conversation at the LOC Conference about Hermiston's success with the establishment of the Hispanic Advisory Committee and other cities who would like to form similar committees in their community.

Councilor Beas-Fitzgerald stated the Cinco de Mayo Committee has also contacted the Hermiston High School for student help designing a logo for Hermiston's Cinco de Mayo and volunteering to participate in the event.

Councilor Kirwan stated he was approached by citizens regarding installing a cross walk on Elm St to NW 7th St to accommodate parking at UEC to the soccer fields at Butte Park.

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Assistant City Manager Morgan stated the City has had conversations with ODOT, as this area is a State Highway, and UEC to relocate the cross walk across from the Hospital.

Mayor Drotzmann stated this is a public safety concern, especially when it gets darker earlier and there are so many families crossing the street in that area.

City Manager Smith stated UEC is ok with citizens parking on their property so this is something the City will continue to work on. The City has also had conversations about increasing parking stalls by having angled parking instead of parallel parking to accommodate more vehicles. This paving project would be expensive, but it is an option.

Councilor Gutierrez stated this is a major safety concern as there are lots of children in this area. The City must work hard to be proactive for a solution instead of reacting after a tragedy has happened.

The Council agreed and City Manager Smith stated the City will continue to work on this priority.

Councilor Hardin stated he also attended the LOC Conference and was able to attend work sessions dealing with code enforcement and stated the City may need to consider some of these ordinances in the future. Councilor Hardin stated Keizer School District offers different certification programs for students to enter the work force right after high school graduation. These programs range from: cosmetology, construction, manufacturing, audio visual, and many more. There are 90 students in each program and are able to reach about 1,000 student per day that participate in these trade school programs. Students are also taught professionalism, and it showed. These students are also very excited about the skills they learn in these programs. This program was a partnership with the City as it was in the Urban Renewal District and were able to use funds for the 150,000 sq. ft. building they operate in. Councilor Hardin stated the City of Silverton has 23 murals in their downtown. Paintings are not just on walls they are also on free standing panel so they can be taken down at a later date. The recycled water from the treatment plant is also used for the Oregon Gardens.

Councilor Primmer stated he was recently appointed to the Oregon State Bar Board of Delegates as the Eastern Oregon Citizen member. The Board sets the rules for the state bar association of attorneys in the state.

Councilor Gutierrez stated October is Domestic Violence Month with a Domestic Violence Walk last week. Domestic violence is not only dangerous for victims but for officers who respond as well. The goal of this month is to help remember those affected by domestic violence, including the two recent police officers that were killed in the State of California responding to a domestic violence call.

Councilor Myers stated she too attended the LOC Conference. One of the work sessions she attended was Cultural Diversity. In this session, information was given on how parents rely on their children to learn English so they can translate for them and also help them understand literature as many are illiterate. Some of the challenges with this are that because parents are unable to read Spanish documents being sent home by the school, children are not relaying the information correctly to their parents whether it's on accident or on purpose.

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Councilor Gutierrez stated many of these parents come from different parts of Mexico or Guatemala that speak little to no Spanish as they have their own dialects as well.

Mayor Drotzmann stated one of the conversations he had at the LOC Conference was Bridging the East-West Divide. There is a cultural difference between the State of Oregon and we often think about how each side doesn't care about the other side, but both urban and rural sides of the state have similar problems. And it was interesting to hear all of this information and conclude that we're all trying to do the best we can for our communities.

Councilor Myers stated that was one of the items she and Councilor Davis were discussing after they attended the LOC Conference. When the recession hit, Hermiston for the most part was lucky and was not affected as much as other cities and communities based on what members from those cities stated.

City Managers Report

City Manager Smith stated Sunset Park is showing major improvement and will be seeded on Wednesday.

Painters have been hard at work painting the water tower. Rain is expected later this week but there is significant progress.

Hydro seed at Newport Park has taken well but more work will continue at this site.

Adjournment

There was no other business, and Mayor Drotzmann adjourned the regular meeting at 7:47pm.

SIGNED:

/s/Dave Drotzmann

MAYOR

ATTEST:

/s/Lilly Alarcon-Strong

ASSISTANT CITY RECORDER

Hermiston Airport Advisory Committee Minutes
Sept 7, 2016
4:00 P.M.

Members Present: Mike Martin, Ron Osgood, Ron Linn, Tim Beinert, and Dan Burns.

City Representative: Mark Morgan.

Airport caretakers: Susie Rawe

Absent:

Visitors:

Minutes: Motion to approve May minutes by Ron Linn and second by Dan Burns.

Motion approved.

Airport Manager Report: Reviewed. Susie reported that Fuel pump reader card has been giving users some difficulties. The vender has been contacted to find out what solutions can be taken to correct this problem. Additionally, the fuel delivery pump is very loud and could use some sound insulation.

Financial report: Reviewed. On schedule with our budgeted calendar year.

Old Business:

New Business:

- **Hangar lease:** The hangar lease agreement waiting list and sub-lease protocol appears to be not being followed as originally implemented. Those individuals not in compliance will be notified.
- **Airport Consulting Firm:** Precision Approach will be retained as our primary consulting firm for the next phase of airport development design and master plan.
- **Storage shed:** A small storage shed will need to be purchased to store the small yard maintenance items. Susie will obtain some cost estimates.

Meeting adjourned: 4:45pm

Next meeting: Oct 5, 2016 at 4:00pm

Respectfully submitted by:

Ronald Osgood, Secretary

City of Hermiston
Parks and Recreation Department
Regular Meeting

Sept 8, 2016

5:30pm

Attendance:

- ✓ Briana Cortaberria
- ✓ Jean Stahlberg
Carlisle Harrison
- ✓ Steve Williams
Lisa Garcia
- ✓ Mike Kay
- ✓ Ryan Severs
- ✓ Jackie Myers, Council Liaison
- ✓ Doug Primmer, Council Liaison

Staff:

- ✓ Larry Fetter, Director
Dan Earp, Recreation Supervisor
- ✓ Gina Wicks, Department Assistant

Chairperson Cortaberria called the regular September 8th meeting to order at 5:30pm. Present were Board Members J. Stahlberg, S. Williams, R. Severs, M. Kay and Councilors Myers and D. Primmer. Both board members Carlisle Harrison and Lisa Garcia were absent.

July 2016 Minutes

Board members S. Williams moved and J. Stahlberg seconded that minutes of the regular scheduled meeting of July 14, 2016 be approved. Motion carried unanimously, with M. Kay making an abstention from voting.

Public Attendance

Ginger Colgan
Matt Richmond
Alex Ramirez
Jacob Zumwalt
Ken May
Eileen Laramor

Public Comment

Chairperson Cortaberria asked for public comments. Director Fetter explained the attendees in audience were representing a local Disc Golf Club and stated the guests would give history on themselves, their club, and explain the sport.

REPORTS

A) Cell Phone APP for City Parks & Recreation Department

Mr. Fetter held up the 2016 Fall Parks and Recreation Guide showing committee members a picture of the new app that is now available for all Smart phone and Android users.

B) Committee Vacancies

The Director reminded and encouraged members with terms expiring on October 31st to get their applications turned in if they would like to continue being part of the committee.

Committee Members Expiring in November:

Position #4 Carlisle Harrison
#5 Steve Williams
#6 Lisa Garcia
#7 Mike Kay

Deadline for submitting applications is September 26, 2016 per Steve Williams.

C) Disc Golf

Director Fetter welcomed the disc golf visitors and asked them to introduce themselves and the interest they share in the sport. He encourage committee member to attend the 6:30pm meeting open to the community for discussing a disc golf course.

Club Secretary of the Umatilla Disc Golf Club, Ginger Colgan, stated she had been involved and playing disc golf for a year and half and it has helped rehabilitated her.

Mr. Richmond, President of the Club, stated he and Colgan started the club together. The Corp of Engineers allowed development of a nine-basket course in 2013 near McNary Dam. Currently it has been expanded to an 18 basket course. The Umatilla course has some grass with majority area being a trail setting. He explained that Disc Golf is similar to regular golf whereas every time a player throws a disc it counts as a stroke. A player throws at a target trying to use as little amount of strokes as possible. Most courses are not like a traditional golf course, they are more of a hike, more trees, and are not

assessable by golf carts. Mr. Richmond stated it is not uncommon to cover 2-3 miles in a round of disc golf on a small course. He indicated start-up equipment for a player would be a backpack with discs of varying sizes, weights, and shapes for different flight characteristics and speeds needed for different holes. Cost of a starter pack for Disc Golf can vary from \$10-\$30 dollars. Mr. Richmond stated an avid player could have anywhere from 25-30 disc's in their pack. As in PGA Golf Tournaments, Disc Golf Tournaments can be sanctioned with a PDGA label with throwers recording their scores to get a PDGA rating. A tournament can attract an average of 70-90 people to an area.

The idea for a permanent course has been around for a while Director Fetter stated and at a recent Good Shepherd Wellness Coalition meeting the topic resurfaced again. Mr. Fetter presented a concept in a conversation of how an 18 hole disc course could be designed using city property around the Pit property with having minimal crossings across the trail. This location has adjoining properties which belong to Hermiston Irrigation District and Good Shepherd Medical Center. Director Fetter emphasized the maintenance and upkeep of a Disc Golf Course would be totally different then from a Golf Course. A disc golf course has fewer maintenance costs associated with upkeep and it can be played year round. The conceptual design would be a great fit stated Fetter as it would utilize the natural landscaping and has an established parking lot. Director Fetter stated applying for grants would be necessary to fund the project of around \$100,000 which would include installation of 18 holes, minor landscaping and a public restroom that would be used by both disc players and trail users.

Board member Kay stated the most popular activity in PE classes at the High School is disc golf, including the non – traditional athletic type kids. He indicated during Turn-off the TV Week an activity of a 9 Hole Disc Golf Course was set up with temporary holes at Sunset Elementary and it was incredibly popular with families. A suggestion from Mr. Kay which has been effective for HHS in designing a concept is instead of thinking of the course as one 18 course think of it has two – 9 hole courses, positioning the holes accordingly with restroom being in close proximity. This way players or families have a choice of completing a 9 hole course or crossing over to play the second 9 holes of golf completing the entire 18 holes.

Board member Williams stated the Rotary Club will be hosting visiting Rotarians from Croatia and Mr. Richmond will be available during one of Friday's activities to offer demonstrations on how to throw a disc.

D) Sunset Park Update

Reminding committee members, Director Fetter stated the overall plan for Sunset will included a detention pond that will collect storm water run-off from 4th and Elm Street since current system does not have the capacity to drain the water during high periods of rain fall. Phase 1 will also include a half-court basketball concrete pad (50' x 42'), re-working and adding hard surface sidewalks, irrigation, chain link fencing for security and split rail fencing along 4th Street and Willow Court area. There is a small budget to add additional playground equipment upgrades to existing equipment that will meet safety standards. Current slide does not meet standards so it will be removed. Mr. Fetter indicated he has a budget of around \$40,000 for the project. All the work that has been done so far on the project has been done in-house.

M. Kay asked if there had been any discussion including pickle ball on the half-court concrete pad. Mr. Fetter indicated he had been thinking about that same idea however additional fencing and net would be needed.

R. Severs stated now that school has started there is no place for tennis players to play. Mr. Kay stated that had been rectified by allowing community player's day use of tennis courts at Sunset Elementary site. He stated since the courts are fully enclosed it is not considered an attachment to the property. Local tennis groups are currently playing on Tuesdays and Thursday mornings 8:00 to 10:30am. Mr. Fetter stated he will have signs made and installed.

E) Newport Park Update

While nearing completion, Mr. Fetter stated it has been hard to established grass during the summer months because of summer temperatures. Plans are to hydro seed both Newport and Sunset Parks soon to allow grass to germinate and get established. Finishing the backstop at Newport will also be completed in a couple weeks. The Director indicated future discussions for Newport would be converting the existing concession stand shelter into a public restroom since plumbing is already intact. Mr. Fetter stated the detention area has been forming puddles on the ground surface leaving the top soil very silky which in turn keeps the irrigation water from passing through to sub-soil. He stated this condition could require a soil adjustment.

F) Victory Square Park Update

Director Fetter stated he is doing the final reimbursement report to submit to state to close out the books and complete the project. Mr. Fetter reminded members the actual Land and Water Conservation Fund (LWCF) Grant goes back prior to him coming to Hermiston and he is now in final stages of completing the requirements. The project had a land conversion associated with the grant which he stated was time consuming and challenging in the accounting process. The improvements at Newport Park included a kiosk scout project, new restroom, and a new roof on the picnic shelter, new playground improvements, and park lightning upgrades with light poles being moved. In earlier conversations, a parking lot was proposed adjacent to the new restroom on the south side however with no resources available new money will be needed to fund a future project. Mr. Fetter indicated that Victory Square Park is considered a community park and should have a paved/stripped parking lot for 20 vehicles.

TRANSIT ADVISORY COMMITTEE

SEPTEMBER 13TH, 2016

Transit Advisory Committee members in attendance were Jason Edmiston, Rod Hardin, Doug Primmer, Dean Fialka, Juli Gregory (arrived at 5:07 pm), Krisi Avery, Barb Martin, Jennifer Roberts, and Cindy Schaan. Also present were Assistant City Manager Mark Morgan, City Planner Clint Spencer, CTUIR Planning Director JD Tovey, and Lilly Alarcon-Strong.

Assistant City Manager Morgan opened the meeting at 5:00pm and stated the Committee will meet three times before presenting the City Council with its final recommendation and adoption in November and implementation in January of 2017. The Committee will be presented with and work on:

- Background information- Current program setup and costs
- Current and Potential Costs and Funding
- System Potential for the fixed-route system based on a \$250,000 threshold
- Identify high-usage origination and destination points to be able to develop a fixed-route system
- Develop a name for the fixed-route bus system

Background information- Current program setup and costs

Mark presented the Committee with information on the current subsidized transit system, The Taxi Ticket Program. Hermiston city residents of at least 62 years old and those with disabilities qualify to purchase taxi tickets at \$2.00 apiece. The City subsidizes the remaining \$4.60, of which the County pays about \$1.00, for a total of \$6.60 being paid to the taxi company for each one-way trip within City limits.

Mark stated the Umatilla County Transportation Board will not release additional funding because the taxi rides stay in city limits, unlike Pendleton where the taxi tickets can be used outside of city limits. The challenge with doing something similar to Pendleton is that, although the size of the two cities are very similar, Hermiston, unlike Pendleton has a large population outside of its city limits and Hermiston city resident tax payers run the risk of subsidizing people who live outside of the city and don't pay city taxes. This program originally started in the 1960's when Hermiston's population was about 4,000. Due to the City's growing population, the City has not only outgrown this system but it's also overloaded the system as well.

Mark stated some of the program challenges are:

- Only seniors and those with disabilities qualify for the program
- There are unrealistic expectations for taxi response time. Taxi riders can expect to wait 5 to 45 mins depending on the number of riders that have called in before them expecting rides
- Not enough transportation options, costing the community through inefficiency.

Mark showed the Committee a graph of the taxi ticket program costs throughout the last 9 years with City subsidy ranging from \$97,791 to \$145,013; explaining that the lower costs were due to a competing taxi company who was offering \$2.00 taxi rides, and higher costs that could be related to fraud of the taxi ticket program.

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Program participants from 2014 to 2016 were surveyed on what time frames they most often need transportation services. Those percentages of participants stated:

- 42% from noon to 5:00pm
- 25% from 8:00am to noon
- 19% from 5:00pm to 9:00pm
- 7% before 8:00am
- 6% after 9:00pm

Those same participants stated their destinations were:

- 34% Wal-Mart
- 24% Good Shepherd
- 17% Safeway
- 12% Other
- 7% Lifeways
- 5% Fiesta Foods

Mark stated the City was looking into proposing a Dial-a-Ride system but the challenges with that system is it is still only for seniors and those with disabilities, requires advances planning on both the rider and the system planner, and still increases costs by \$110,000/ year. ODOT also preferred a fixed-route system as well and offered funding for a fixed route option in lieu of a Dial-a-Ride system.

Cindy stated that the problem she and Juli see the most with fixed-route systems is that some clients have a difficult time being able to reach the fixed-route sites.

Barb asked if the current KAYAK system from Pendleton, to Hermiston, to Stanfield, etc is not working and that's why this Committee is being formed.

Mark stated no. The system that Barb described is an inter-city system and will continue to run. This Committee will be working on an intra-city fixed bus system that will have various fixed bus stops throughout the city.

Doug stated from what he understands so far is that, the taxi ticket program will continue to run and the fixed-route bus system will supplement this so that the taxi ticket program can run more efficiently, take the load off of the peak times, make the taxi more accessible, and enhance the KAYAK system.

Mark stated yes. The benefits area also that the general public would be able to use the bus system and all riders would have guaranteed pick up and drop off times and could still provide Para-Transit service. KAYAK would also take care of all aspects of the bus system to include: bus maintenance, insurance, employment, etc.

JD stated the Para-Transit system allows the pick-up of a permanently disabled rider that cannot access the stop system at no cost, provided that the rider calls with at least a 24 hour notice.

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Current and potential funding

JD gave a brief overview of the KAYAK system that has been in operation for the last 16 years. JD stated because KAYAK is run through the tribes, they qualify for state and federal funding programs that most other jurisdictions do not have access to. Currently, KAYAK has about 12 to 13 different funding sources. JD explained these funding options and others would be accessible for this fixed-route bus system. Riding the bus would be free as if riders were charged fares, these fares would be used against these grants along with a “handling charge” for the fares and the grants received would be reduced, so they would end up losing money in the form of grants by taking fares. The only time it would make sense to charge fares is if there were over 200,000 riders per year.

Mark presented the Committee with expected revenues and expenses of the taxi ticket program based on \$2.00 and \$3.00 tickets, as well as costs moving forward with the fixed-route bus system including signage for bus stops, with additional funding for both these systems.

Mark stated factored into the above scenario is an increase of the County grant from the current \$27,000 to about \$50,000 as the City of Pendleton receives about \$80,000 because their service area reaches outside of their city limits, which this new transit plan for Hermiston will do just that.

System Potential for the fixed-route system based on a \$250,000 threshold

JD and Mark explained additional funding options including a 5311 Grant, and Mobility Management Fund that could be obtained with careful planning.

Mark stated with the funds mentioned above and a lump sum amount each year from the City, the City would contract with KAYAK to create a specific fixed-route system. The lump sum would be about \$150,000/ year, which would be financially feasible.

Rod confirmed that the City would only contribute the \$150,000 to the fixed-route system and the rest of the funding would come from grants and outside resources.

Mark stated yes.

Identify high-usage origination and destination points

JD stated the Committee can decide how many days and stops the bus makes. The route can also be changes throughout the year as the bus system in Pendleton changes quarterly.

JD stated depending on the bus stops the Committee chooses, a draft route will be created and presented at the next meeting.

Mark stated the Committee received orange and green stickers. Mark asked that each Committee member place a green sticker on where they believe stops should be and orange stickers on where the Committee member believes the individuals are traveling from on a map of Hermiston. At the next meeting, the Committee will be presented with a drafting routing

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option and time frames, and at the last meeting a final draft will be presented with the recommendations from the prior meeting.

Dean asked if one stop could go to downtown Hermiston with another stop added later to accommodate EOTEC during the Fair and Rodeo.

JD stated yes, KAYAK makes similar changes during the Round Up.

Jason stated KAYAK is great to work with and listens to concerns.

The Committee took a break from 6:40pm to 7:00pm to place the stickers where they felt were the most appropriate places.

After the Committee finished placing their stickers Mark stated the Committee will meet again on Tuesday, October 18th at 5:00pm and take a short field trip on where potential bus stops could be based by what was noted on the map.

Develop a name for the fixed-route bus system

Mark asked that the Committee think of potential names that the fixed-out bus system could be named and present those at the next meeting. Mark stated he had developed the temporary name of HART for Hermiston Area Regional Transit, but emphasized HART could be changed

There was no other business and the meeting was adjourned at 7:02pm.

Chairperson Eddie De La Cruz called the meeting to order at 7:00 pm. Committee members present were Hector Ramirez, Manuel Gutierrez, Clara Beas-Fitzgerald, Jesus Rome, Roy Nayar Barron, and Jose Garcia. City representatives present were Assistant City Manager Mark Morgan and Executive Assistant Lilly Alarcon-Strong. The Pledge of Allegiance was given.

Minutes

Jesus moved and Manuel seconded to approve the minutes of the August meeting. Motion carried unanimously.

New Business

CASA Dinner Fundraiser- Jesus stated there will be a fundraising dinner for children who are in foster care tomorrow, September 20th at Rafael's Sundown Grill in Pendleton.

Bottle Drop

Jose stated there is a new recycled bottle center located in Hermiston. It is a very easy process and encourages the community to recycle. There are three different ways to recycle: drop off, hand count, or do it yourself. Money is automatically transferred into a debit kind of card for the user to spend anywhere they choose.

Assistant City Manager Mark Morgan stated Sanitary Disposal is looking in to placing additional recycling bins at the Bottle Drop area so all recycling needs can be located in one place.

Milton-Freewater Hispanic Advisory Committee

Eddie stated Milton-Freewater is very close to finalizing a Hispanic Advisory Committee. This is a very needed Committee in Milton-Freewater as the population is about 52% Hispanic. Eddie stated he is excited to see this committee form.

Public Transportation Development Committee

Assistant City Manager Mark Morgan gave an overview of the Taxi Ticket Program, both past and present, and gave information on the current eligibility, operations, and expectations. The City has been working with KAYAK on a new transit service to have a fixed-route bus system throughout the City. The fixed route bus system would be free for all riders. The newly formed Public Transportation Development Committee recently met to discuss these items and what time of day and where the bus stops could be. Assistant City Manager Morgan encouraged the committee and public to answer these questions in a survey form on the City's website and at City Hall. The Survey will be available until September 30th.

Members of the public and the Committee asked if minors would be able to ride without adults, if the bus could run on weekends and later in the day to allow the Hispanic community who work in agriculture to utilize the bus system, and asked if a member of the HAC can be on the Committee to make sure Hispanic needs are heard.

Ryan Lehnert stated this is a very good system as it allows veterans to seek medical care as the bus system goes to Walla Walla.

Mark stated Hermiston will utilize the same rules as KAYAK regarding minors who ride the bus system, but does not know what that is specifically at this time. Mark stated he will email the members of HAC when future meetings will be so they can attend if they would like. Meetings are open to the public and are posted on the City's website.

Voting Statistics

Alex Thompson-Hall Oregon State University stated she is not trying to speak on behalf of Hispanics or trying to form a political agenda but she wants people, especially young people in Umatilla County, to know the importance of voting. Hermiston is a very diverse population that can make a difference by voting. Alex stated Greg Smith is the co-sponsor of an initiative to set up an E-Verify system. E-Verify would allow employers to more easily check the immigration status of potential employees. Thompson-Hall stated that Greg Smith is continuously re-elected as no one runs against him.

A member of the public stated E-Verify would affect the undocumented but would also affect employers who need to employ employees to get work done.

Members of the audience and the Committee thanked Alex for all the information.

Eddie invited Alex to speak on his radio show to share all the information she has presented.

A member of the audience stated Umatilla High School will have a National Voter Registration Day September 27th 4:00pm to 8:00pm and invites all to attend.

Manuel stated it would be beneficial to speak with the Hermiston School District to see what kind of information they give to students about voting.

Umatilla County Sheriff Candidate Ryan Lehnert

Umatilla County Sheriff Candidate Ryan Lehnert thanked Alex for her presentation and agreed that voting is very important, as well as making sure people have employment opportunities, stating when people don't have employment opportunities crime rates go up. Mr. Lehnert stated he wants to reiterate that he has been to HAC meetings throughout the year, not because it is an election year, but because he is committed to building a good relationship with the Hispanic population and community and making a difference throughout the County. Mr. Lehnert stated he spoke with the Secretary of Homeland Security and they are mainly concerned with undocumented residents who commit felonies and certain misdemeanors, not everyday people trying to better their lives.

Mr. Lehnert stated he does not want to be a career politician; he wants to work with and for the community.

Hermiston School District Updates

Maria Duron from the Hermiston School District stated there are 5,600 students enrolled in the school district and that number continues to grow. Maria stated Rogers Toyota will be donating a bicycle and helmet to all 6th grade students with perfect attendance this year. Maria stated Author Roland Smith will be at Armand Larive Middle School on October 5th from 6:30pm to 7:30pm and encouraged the public to attend. Maria stated there will be a 2nd community survey the 1st week of October to gauge the community on how they feel about the School District Bond. Maria also gave information regarding: Breakfast of Champions, no school on Friday 09/23, Financial Aid Night on September 21, free FASFA help on October 1st, and asked HAC to volunteer to translate for high school conferences Monday and Wednesday November 7th and 9th.

Closing Comments**Community Prayer**

Hector stated he is a Chaplain for the Hermiston Police Department and invited the community to participate in the Community Prayer on Saturday October 8th at 2:00pm at Victory Square Park.

Cinco de Mayo

Clara invited the public to attend the Cinco de Mayo Committee meeting on September 28th.

Oregon Commission for Women

Clara stated she has been working with Oregon Commission for Woman to create and pass a bill of rights for children of parents that are incarcerated.

La Lay Radio Station

Gaudencio Felipe stated although the radio station is located in Kennewick Washington, they are very dedicated to Hermiston and will continue to help with radio communication for all community and special events and information.

Citizen Discussion

A citizen stated there is a street light out on the corner of Madrona and NW 5th street. The area is very dark and asked if the light could be replaced.

Next Scheduled Meeting

The next scheduled meeting will be Monday, October 17th at 7:00 pm.

Meeting Adjourned at 8:47pm

Staff Report

For the Meeting of October 24, 2016

MAYOR AND MEMBERS OF THE CITY COUNCIL

Agenda Item #

NO. 2041 –

**SUBJECT: Proposed Revised
ODOT IGA for Highland
Trail**

Subject

ODOT has prepared a revised intergovernmental agreement for the construction of the W Highland Trail connecting SW 11th Street to Riverfront Park.

Summary and Background

The city council must review and approve the agreement between the State and City. The agreement details the responsibilities of each party in the design and construction of the W Highland multi-use trail. This is the trail project requested by the city through the Enhance grant program. The project was approved by ODOT and incorporated into the Statewide Transportation Improvement Program (STIP). The City is responsible for a match of 22% for the grant program. The final project will construct a separated multi-use path on the south side of W Highland Avenue.

ODOT estimates the cost of the project at \$663,225. The state will pay 77% or \$482,459. The city's share is 22.62% or \$150,000. The city's share will be invoiced on a pay-as-you-go basis. The state will be responsible for the acquisition of any needed right-of-way and hiring the contractor for construction of the trail. The city will coordinate with ODOT and hire the project engineer. The engineer will work with city staff to design a trail which meets ODOT's design standards. ODOT will have the ultimate authority to approve the design.

In the event the project comes in under budget, the same spending ratios will apply. ODOT will pay 77.38% and the city will pay 22.62%. Any project overruns above the \$663,000 will be the responsibility of the city. In the event that construction bids come in above the state's estimates, the state will retain the authority to award the contract as long as the bids are within 10% of the original estimate.

The new IGA is significantly different from the IGA approved by the council in March. The state has modified the program to utilize the fund exchange program rather than directly using federal dollars. This change removes several restrictions on the funds and allows the city to streamline the trail development process. Rather than the project being an ODOT project with ODOT selecting the engineer and contractor, the project is now a city project where the city can

use its existing engineer and later hire a contractor through the city's bid process. The city will act as the project manager rather than ODOT.

Fiscal Information

In order to fund the city's matching portion for the trail, the city's budget has the following dollar amounts allocated from various funds.

- \$25,000 will be taken from the bicycle trails reserve fund
- \$90,000 will be taken from the community enhancement reserve fund
- \$35,000 will be taken from cash reserves

Alternatives and Recommendation

The W Highland multi-use path is a valuable capital improvement and a vital component of the planned Hermiston Loop Trail. The construction costs have increased since the city originally applied for funding. Staff has developed a potential path to funding the project.

The city council may choose to:

- Adopt the staff funding plan and sign the IGA
- Reject the funding plan and reject the IGA, this will terminate the project

Staff recommends that the city council approve the IGA with the proposed funding path outlined in the fiscal information.

Requested Action/Motion

Staff recommends that the city council move to approve the IGA.

Reviewed by:



Department Head – Clinton Spencer, City Planner



City Manager Approval

RESOLUTION NO. 2041

A RESOLUTION REPEALING RESOLUTION 2018 AND AUTHORIZING THE MAYOR TO SIGN, ON BEHALF OF THE CITY OF HERMISTON, A LOCAL AGENCY AGREEMENT WITH THE OREGON DEPARTMENT OF TRANSPORTATION TO INSTALL A MULTI-USE TRAIL ON THE SOUTH SIDE OF W HIGHLAND AVE BETWEEN SW 11TH STREET AND RIVERFRONT PARK AND FOR THE CITY TO CARRY OUT THE TERMS AND CONDITIONS OF THE INTERGOVERNMENTAL AGREEMENT.

WHEREAS, BY THE AUTHORITY GRANTED IN Oregon Revised Statutes (ORS) 190.110, state agencies and local governments may enter into agreements for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform and;

WHEREAS, OR 207 is a state highway over a city street that is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission. W Highland Ave, SW 23rd Street, and SW 11th street are part of the city street system under the shared jurisdiction and control of the city and county. and;

WHEREAS, the City of Hermiston previously approved Resolution 2018 on March 14, 2016 agreeing to a previous revision of this intergovernmental agreement, and;

WHEREAS, ODOT will utilize the federal fund exchange program and transfer control of the project to the city. NOW THEREFORE;

IT IS RESOLVED that the form, terms and provisions of the “LOCAL AGENCY AGREEMENT Locally Delivered State Funded Project Program” attached hereto and the transactions contemplated thereby, providing for, among other things, the installation and construction of a multi-use pathway on the south side of W Highland Ave, connecting SW 11th Street to SW 23rd Street, copies of which have been presented to and reviewed by the Council, be, and they are, in all respects, hereby approved and adopted; and;

IT IS FURTHER RESOLVED that Mayor Dr. David Drotzmann be, and is, hereby authorized to execute and deliver the “LOCAL AGENCY AGREEMENT Locally Delivered State Funded Project Program” to the Oregon Department of Transportation substantially in the form heretofore approved and adopted by the City Council; and;

IT IS FURTHER RESOLVED that Resolution 2018 is hereby repealed; and;

IT IS FINALLY RESOLVED that pursuant to ORS 221.310(3), this resolution is effective immediately upon its passage.

Dated this 24th day of October, 2016.

CITY OF HERMISTON

ATTEST:

Mayor

Assistant City Recorder

LOCAL AGENCY AGREEMENT
Locally Delivered State Funded Project Program
Project Name

W HIGHLAND: SW 23RD-SW 11TH BIKE LANES (HERMISTON)
City of Hermiston

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and City of Hermiston, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
2. OR 207 Hermiston Highway (11th Street) is a State Highway over a City Street is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). 23rd Street, and 11th Street are part of the city street system under the jurisdiction and control of Agency. W. Highland Avenue has shared jurisdiction between the City and County. For the purpose of this Project the County has granted City access to the County portion of W. Highland Avenue to construct improvements. State has determined that Agency is eligible for State funds for the work to be performed under this Agreement through the Locally Delivered State Funded Project Program.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. State and Agency agree to Agency widening and extension of existing bicycle ways on W. Highland on behalf of the Agency, from SW 23rd Street along W. Highland Street to 11th Street, hereinafter referred to as "Project." The Project location and approximate limits are shown the map Marked "Exhibit A," attached hereto and by this reference made a part hereof.
2. The total Project cost for the work to be performed under this Agreement is estimated at \$663,255.00, which is subject to change. The federal share of the total Project cost is 513,255.00.
 - a. Per the fund exchange ratio of \$0.94 state dollars for \$1.00 federal dollars, Agency will exchange \$513,255.00 of federal dollars allocated for this Project for \$482,459.00 of state dollars. State funds under this Agreement are limited to

\$482,459.00.

3. State shall reimburse Agency one hundred (100) percent of eligible, actual costs incurred in carrying out the Project, up to the maximum amount of state funds committed for the Project. Agency shall contact State's Project Manager and obtain State's approval prior to incurring any potential cost overruns.
4. Travel expenses shall be reimbursed to Agency in accordance with the current State of Oregon Department of Administrative Services' rates. Agency is solely responsible for any and all costs incurred in excess of the state funds identified in this Agreement. In the event of an underrun, any unspent state funds will be retained by State and will not be available for Agency use. State funds transferred to Agency must be used for the Project.
5. To be eligible for reimbursement, expenditures must comply with the requirements of Article IX, Section 3a of the Oregon Constitution. Eligible costs are defined as reasonable and necessary costs incurred by the Agency in performance of the Project.
6. This Agreement shall supersede and replace Agreement number 30443, and its subsequent amendment(s), in its/their entirety. Agreement No. 30443 will terminate upon the execution of this Agreement.
7. The term of this Agreement will begin upon the date all required signatures are obtained and will terminate upon completion of the Project and final payment or ten (10) calendar years following the date of final execution, whichever is sooner.

AGENCY OBLIGATIONS

1. Agency shall perform the work described in TERMS OF AGREEMENT, Paragraph 1 of this Agreement.
2. Agency agrees that the Project shall be developed in conformance with the current edition of A Policy on Geometric Design of Highways and Streets by the American Association of State Highway and Transportation Officials (AASHTO). For non-highway projects Agency shall use applicable AASHTO standards.
3. If sidewalk, curb ramp and traffic signal improvements are on or along a State Highway, Agency shall:
 - a. Ensure Project meets current ODOT Highway Design Manual design standards.
 - b. Obtain a miscellaneous permit to occupy State right of way through the State District 12 Office prior to the commencement of construction.
 - c. Follow ODOT's processes in addressing Americans with Disabilities Act of 1990 (ADA) features, including using the ODOT Highway Design Manual, Design Exception process, ODOT Standard Drawings, ODOT Construction

Specifications, the Manual on Uniform Traffic Control, and current ODOT State Traffic Signal Policy and Guidelines, and ODOT Curb Ramp Inspection form.

- d. At Project completion, send an ADA Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager.

ODOT's fillable ADA Ramp Inspection Form and instructions are available at the following address:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>

- e. Pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a State Highway.
 - f. Enter into a separate traffic signal agreement with State to cover obligations for any traffic signal being installed on a State Highway.
 - g. Ensure Agency, or its contractor's, electrical inspectors possess a current State Certified Traffic Signal Inspector certificate, in order to inspect electrical installations on State highways. The State District Permitting Office shall verify compliance with this requirement prior to construction. The permit fee should also cover the State electrician's supplemental inspection.
 - h. Upon completion of the Project and at its own expense, maintain the pavement surrounding the vehicle detector loops installed in the Agency street in such a manner as to provide adequate protection for said detector loops. Failure to do so may result in State requiring Agency to repair or replace the damaged loops at Agency expense. Future Agency roadwork activities involving the detector loops may also result in the same State requirements. Agency shall also adequately maintain the pavement markings and signing installed in accordance with the approved signal plan sheets for the signal installation or current Manual on Uniform Traffic Control Devices standards.
4. Agency shall submit the following items to State's Project Manager, at Project completion and prior to final payment:
 - a. Final Project completion Inspection form No. 734-5063 (completed with State's Project Manager);
 - b. Final Cost;
 - c. As-Constructed Drawings; and
 5. Agency shall present invoices for the eligible, actual costs incurred by Agency on behalf of the Project directly to State's Project Manager listed in this Agreement for review and approval. Such invoices shall be in a form identifying the Project, the Agreement number, the Project phase (such as preliminary engineering, right of way

and construction), the invoice number or the account number or both, and will itemize all expenses for which reimbursement is claimed. Invoices shall not be presented for periods of less than one month, based on actual expenses incurred, and must clearly specify the percentage of completion of the Project. Agency shall also include with the invoice a Project progress report or summary that describes work accomplished for the period being invoiced and work expected for the next invoicing period. Travel expenses shall be reimbursed to Agency in accordance with the current State of Oregon Department of Administrative Services' rates

6. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.
7. Agency shall, at its own expense, periodically inspect the Project upon completion and throughout the useful life of the Project to ensure continuing compliance with ADA standards. This provision shall survive termination of the Agreement.
8. Agency or its consultant shall acquire all necessary right of way in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual.
9. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
10. Agency shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
11. All employers, including Agency, 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. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.

12. Agency shall, at its own expense, maintain, operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. State and Agency agree that the useful life of this Project is defined as 20 years. Maintenance and power responsibilities shall survive any termination of the Project Agreement.
13. Utility relocation or reconstruction may or may not be an eligible Project expense according to the following standard:
 - a. The expense is an eligible expense if the owner of the utility facility possesses a property right for its location on the public right of way.
 - b. The expense is not an eligible expense if the owner of the utility facility does not possess a property right for its location, but the facility exists on the public right of way solely under the permission of the Agency or other road authority, whether that permission is expressed or implied, and whether written or oral.
14. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of the current budget. Agency further agrees that they will only submit invoices to State for reimbursement on work that has been performed and paid for by Agency as described in this Agreement.
15. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
16. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important

governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

17. If Agency enters into a construction contract for performance of work for the Project, then Agency will include provisions in that contract requiring its contractor to comply with the following:

- a. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
- b. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under the resulting contract.
- c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than **\$1,000,000** **\$2,000,000** **\$5,000,000** for each job site or location. Each annual aggregate limit shall not be less than **\$1,000,000** **\$2,000,000** **\$4,000,000** **10,000,000**.
- d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.
- e. Additional Insured Endorsement. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under the resulting contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its

insurer(s) to State. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of the resulting contract and shall be grounds for immediate termination of the resulting contract and this Agreement.

18. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts during the course of the Project and for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
19. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
20. Agency's Project Manager for this Agreement is Byron Smith, City Manager, 180 NE Second St., Hermiston, OR 97838. Phone: (541) 567-5521. Email: bsmith@hermiston.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. In consideration for the services performed under this Agreement, State shall reimburse Agency one hundred (100) percent of eligible costs incurred in carrying out the Project up to the maximum amount of state funds committed for the Project in Terms of Agreement, Paragraph 3 of this Agreement. Reimbursements shall be made by State within forty-five (45) days of State's approval of a request for reimbursement from Agency. Final payment will be withheld until the State's Project Manager has completed final project inspection and project acceptance.
2. State shall provide the following items to Agency's Project Manager no later than execution of this Agreement:
 - a. Scoping Notes; and
 - b. Any other project specific information gathered during the scoping and selection process
3. State's Project Manager will arrange for a final project inspection upon notification from Agency of Project completion, to confirm project completeness and fulfillment of Agreement obligations, prior to final payment.
4. If traffic signal improvements are on or along a State Highway, traffic signal timing shall be the responsibility of State, unless there is an agreement that specifically

allows Agency to perform that function. As part of those traffic signal responsibilities State shall:

- a. Ensure its Region Electrical Crew, at Project expense, perform the signal equipment environmental testing and perform the signal field testing and turn on.
 - b. Retain the right of review of the traffic signal timing for signals on state highways, or those which State maintains, and shall reserve the right to request adjustments when needed.
 - c. Notify the local jurisdiction whenever timing changes that affect the operation of local street connections to the state highway are scheduled. All modifications shall follow guidelines set forth in the current Manual on Uniform Traffic Control Devices, and the current ODOT State Traffic Signal Policy and Guidelines.
 - d. Maintain the pavement surrounding the vehicle detector loops installed in the State highway in such a manner as to provide adequate protection for said detector loops at its own expense upon completion of the Project.
 - e. Maintain the pavement markings and signing installed on the State highway in accordance with current State standards.
 - f. Where Agency has an agreement with State to modify signal timing and the Agency modifies timing to add railroad or emergency vehicle preemption, bus priority, or other changes that affect vehicle or pedestrian clearances, or operation of the state highway, Agency shall promptly report such modifications to State's Region Traffic Engineer.
5. State's Project Manager for this Agreement is Michael P. Barry, Local Agency Liaison, 3012 Island Avenue, la Grande Oregon, 97850 (541-963-1353) (michael.p.barry@odot.state.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such

failures within ten (10) days or such longer period as State may authorize.

- c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. 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 if State is prohibited from paying for such work from the planned funding source.
3. If State terminates this Agreement for the reasons described in General Provisions 2, "a" or "b" above, Agency must reimburse State for all state funds expended. If Agency fails to reimburse State, State may withhold Agency's proportional share of State Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.
 4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
 5. 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 State or Agency with respect to which the 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 6. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State 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 Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency 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 State on the one hand and of Agency 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. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

7. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency 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 State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State 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 Agency on the one hand and of State 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. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. State and Agency are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
11. This Agreement and attached exhibits 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 waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. 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 either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

Agency/State
Agreement No. 31688

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

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key #18868) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

CITY OF HERMISTON, by and through its elected officials

By _____
Mayor (or other assigned designee)

Date _____

By _____
City Recorder (or other assigned designee)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY (If required in Agency's process)

By _____
Agency Counsel

Date _____

Agency Contact:

Byron Smith, City Manager
180 NE Second St.
Hermiston, OR 97838
Phone: (541) 567-5521
Email: bsmith@hermiston.or.us

State Contact:

Michael P. Bary, Local Agency Liaison
Oregon Dept of Transportation
3012 Island Ave
La Grande, OR 97850
Phone: (541) 963-1353
Email: Michael.p.barry@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 5 Manager

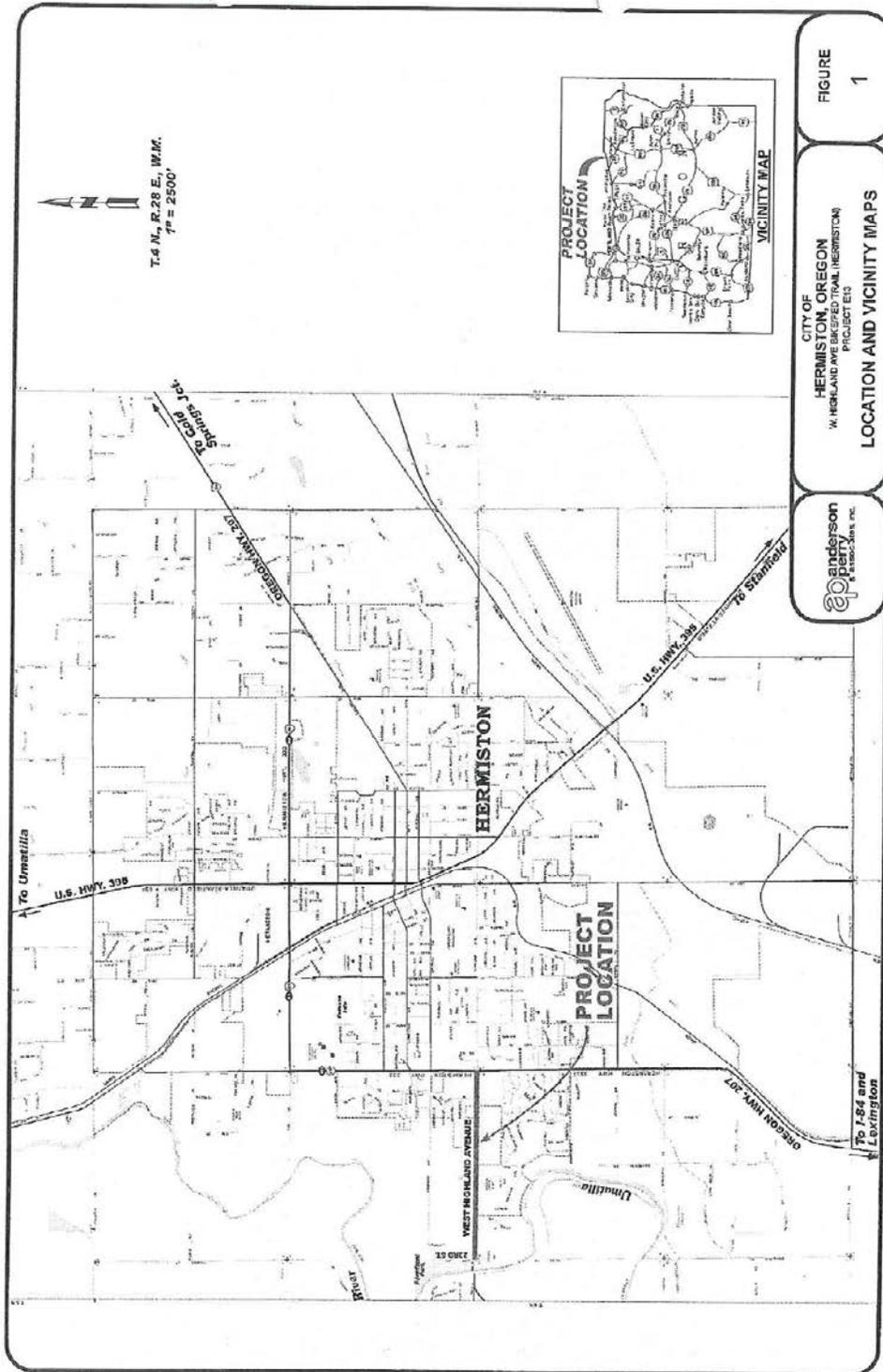
Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General (If Over \$150,000)

Date _____

EXHIBIT A – Project Location Map



Job# 653 126 020 Jun 17, 2013 Baker

Monthly Financial Report



Includes the Hermiston Urban Renewal Agency

**Finance Department
September 2016
(Unaudited)**

2016-2017 Monthly Financial Report

Hermiston Urban Renewal Agency (HURA)

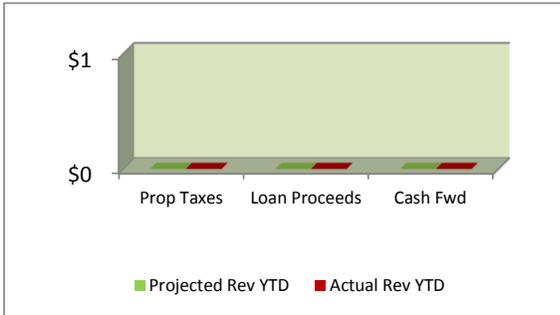
For the Month Ending September 30, 2016

Resources

Through September 30, 2016

by Category

(in \$1,000)



	Annual Proj Rev	Projected Rev YTD	Actual Rev YTD	Var Fav/ (Unfav)	% Var
Prop Taxes	\$ 29	\$ -	\$ -	\$ -	0%
Loan Proceeds	100	-	-	-	0%
Cash Fwd	74	-	-	-	0%
Total	\$ 203	\$ -	\$ -	\$ -	0%

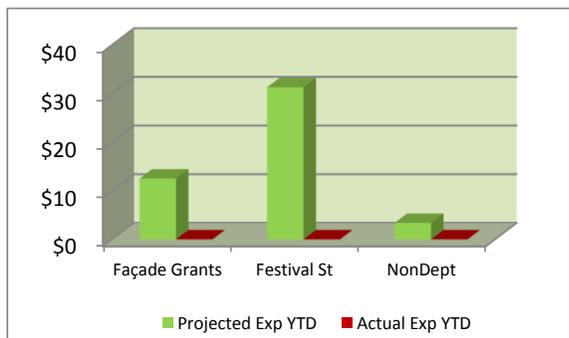
Note: variance is calculated as a percent of the projected revenue YTD.

Expenditures

Through September 30, 2016

by Character

(in \$1,000)



	Annual Proj Exp	Projected Exp YTD	Actual Exp YTD	Var Fav/ (Unfav)	% Var
Façade Grants	\$ 50	\$ 13	\$ -	\$ 13	100.0%
Festival St	125	31	-	31	98%
NonDept	14	3	-	3	94%
Res for Fut Exp	14	-	-	-	0%
Total	\$ 203	\$ 46	\$ -	\$ 46	100%

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

The 2016-17 budget for the Urban Renewal Agency is \$203,000. As of the end of September no revenues were received nor expenditures made.

2016-2017 Monthly Financial Report

City of Hermiston, Oregon

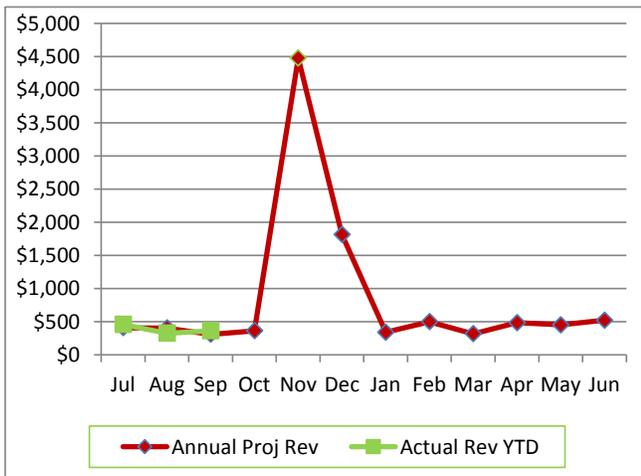
General Fund Resources

For the Month Ending September 30, 2016

Through September 30, 2016

All Resources

(in \$1,000)



	Annual Proj Rev	Proj Rev YTD	Actual Rev YTD	Var Fav/ (Unfav)	% Var
Jul	\$ 408	\$ 408	\$ 458	\$ 50	12%
Aug	405	\$ 405	\$ 326	(79)	(20%)
Sep	308	\$ 308	\$ 362	54	17%
Oct	363				
Nov	4,475				
Dec	1,815				
Jan	340				
Feb	499				
Mar	317				
Apr	484				
May	453				
Jun	522				
Total	10,387	1,120	1,145	25	2%
Cash Fwd	4,800	-	-	-	0%
Total	\$ 15,187	\$ 1,120	\$ 1,145	25	2%

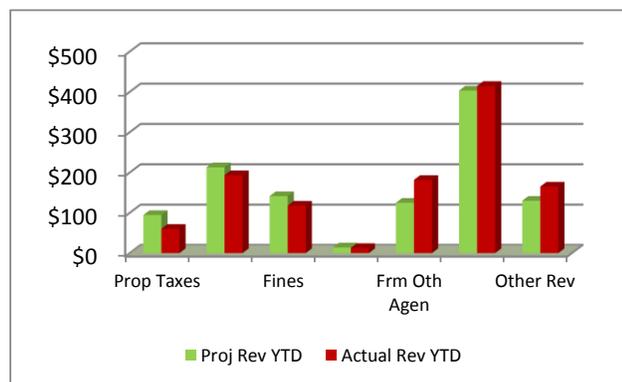
Estimated General Fund revenues for the 2016-17 fiscal year are \$10.4 million. Projected revenues through September were \$1.12 million with actual revenues of \$1.15 million, a variance of \$25,000. Property taxes, Licenses, Fines and Interest Earnings are collectively under projections by \$78,000 offset by a positive variance of \$103,000 collectively in receipts From Other Agencies, Service Charges and Other Revenue. There are several types of grants included in From Other Agencies that we have not yet received. Other Revenue includes a bond issue that is not expected to occur until next spring and repayment of an interfund loan which has not occurred yet either.

General Fund Revenue

Through September 30, 2016

by Category

(in \$1,000)



	Annual Proj Rev	Proj Rev YTD	Actual Rev YTD	Var Fav/ (Unfav)	% Var
Prop Taxes	\$ 5,202	\$ 94	\$ 60	\$ (34)	(36%)
Lic	851	213	193	(19)	(9%)
Fines	570	141	118	(23)	(17%)
Interest Rev	50	14	13	(1)	(11%)
Frm Oth Agen	499	125	182	57	45%
Svc Chgs	1,424	403	415	12	3%
Other Rev	1,791	130	165	35	27%
Cash Fwd	4,800	-	-	-	0%
Total	\$ 15,187	\$ 1,120	\$ 1,145	\$ 25	2%

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

2016-2017 Monthly Financial Report

City of Hermiston, Oregon

General Fund Expenditures

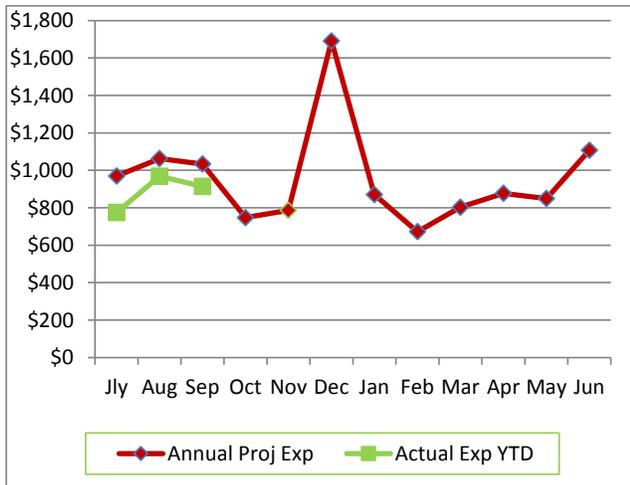
For the Month Ending September 30, 2016

General Fund Expenditure Summary

Through September 30, 2016

All Requirements

(in \$1,000)



	Annual Proj Exp	Projected Exp YTD	Actual Exp YTD	Var Fav/ (Unfav)	% Var
Jly	\$ 969	\$ 969	\$ 775	\$ 194	20%
Aug	\$ 1,063	\$ 1,063	\$ 969	\$ 94	9%
Sep	\$ 1,034	\$ 1,034	\$ 914	\$ 120	12%
Oct	\$ 748				
Nov	\$ 786				
Dec	\$ 1,692				
Jan	\$ 871				
Feb	\$ 672				
Mar	\$ 804				
Apr	\$ 877				
May	\$ 849				
Jun	\$ 1,107				
Total	11,472	3,066	2,658	408	13%
Unapp	3,715	-	-	-	0%
Total	\$ 15,187	\$ 3,066	\$ 2,658	\$ 408	13%

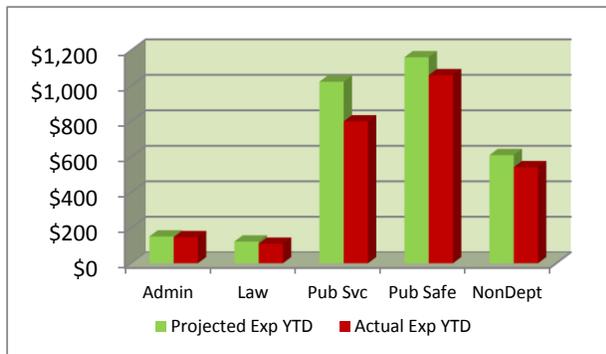
Projected General Fund expenditures through September were \$3.1 million and actual expenditures were \$2.7 million, a variance of \$408,000. Public Services and Public Safety had the highest savings at \$223,000 and \$101,000 respectively.

General Fund Expenditures

Through September 30, 2016

by Consolidated Department

(in \$1,000)



	Annual Proj Exp	Projected Exp YTD	Actual Exp YTD	Var Fav/ (Unfav)	% Var
Admin	\$ 564	151	147	\$ 4	2%
Law	497	122	110	12	10%
Pub Svc	3,139	1,023	800	223	22%
Pub Safe	4,517	1,161	1,060	101	9%
NonDept	6,470	609	541	68	11%
Unapp	-	-	-	-	0%
Total	\$ 15,187	\$ 3,066	\$ 2,658	\$ 408	13%

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

2016-2017 Monthly Financial Report

General Fund Expenditure Detail

For the Month Ending September 30, 2016

General Fund Expenditures by Department

	Annual Projected		Actual Exp YTD	Var Fav/ (Unfav)	% Var Fav/ (Unfav)
	Exp	Projected Exp YTD			
City Council	45,719	24,526	24,026	500	2%
City Manager/Planning	438,624	105,944	105,917	27	0%
Finance	79,295	20,144	17,092	3,052	15%
Total Admin & Finance	563,638	150,613	147,035	3,578	2%
Legal	83,700	20,624	18,155	2,469	0%
Court	413,186	101,540	91,634	9,906	10%
Total Dept of Law	496,886	122,163	109,789	12,374	10%
Transportation	248,300	68,077	31,977	36,100	53%
Airport	252,450	92,282	53,001	39,282	43%
Bldg Inspection	355,617	88,628	88,112	516	1%
Parks	490,819	140,820	131,239	9,581	7%
Parks/Utility Landscaping	39,475	9,869	7,256	2,613	26%
Pool	433,333	268,653	192,738	75,915	28%
Municipal Buildings	18,500	6,628	6,724	(96)	(1%)
Library	734,775	182,921	143,183	39,738	22%
Recreation	565,808	164,908	145,446	19,462	12%
Total Public Services	3,139,077	1,022,786	799,676	223,111	22%
Public Safety Center	82,000	23,387	15,565	7,822	33%
Police Operations	4,434,616	1,137,546	1,044,447	93,099	8%
Total Public Safety	4,516,616	1,160,933	1,060,012	100,921	9%
Non-Departmental	2,756,190	609,354	541,357	67,997	11%
Unappropriated	3,714,718	0	0	0	0%
Total Non-Dept	6,470,908	609,354	541,357	67,997	11%
Total	15,187,125	3,065,850	2,657,869	407,981	13%

Within the Public Services category, the Pool had the greatest amount of savings dollar-wise at \$76,000. followed by the Library at almost \$40,000 and the Airport at \$39,000. Savings in the Library are mainly due to unspent budget for building repairs and maintenance and other contractual services. The larger fuel tank installed at the Airport allowed them to purchase a larger inventory at the end of June so they have not yet incurred a cost for that this fiscal year. Police Operations had savings of \$93,000 largely due to unspent budget in travel and training, nuisance abatement and motor vehicle fuel and oil.

2016-2017 Monthly Financial Report

Fund Balance - General Fund

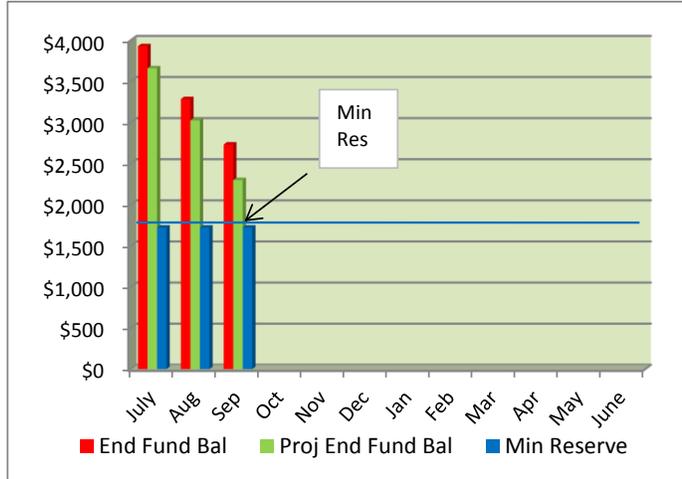
For the Month Ending September 30, 2016

General Fund

Through September 30, 2016

Ending Fund Balance

(in \$1,000)



Minimum Reserve = \$1,720,861

	Begin Fund Bal	Rev	Exp	End Fund Bal	Proj End Fund Bal
July	\$ 4,244	\$ 458	\$ (775)	\$ 3,927	\$ 3,658
Aug	3,927	\$ 326	\$ (969)	\$ 3,283	\$ 3,024
Sep	3,283	\$ 362	\$ (914)	\$ 2,731	\$ 2,298
Oct					
Nov					
Dec					
Jan					
Feb					
Mar					
Apr					
May					
June					
Total	\$ 4,244	\$ 1,145	\$ (2,658)	\$ 2,731	\$ 2,298

As of the end of September the fund balance in the General Fund was \$2.7 million, which is \$1 million above the minimum reserve.

2016-2017 Monthly Financial Report

Special Revenue Funds Report

For the Month Ending September 30, 2016

Special Revenue Funds Resources & Requirements

	2016-17 Annual Budget	Actual YTD	Remaining Budget
Bonded Debt Fund			
Resources	699,925	193,326	506,599
Expenditures	510,275	281,975	228,300
Unappropriated Balance	189,650	N/A	N/A
Transient Room Tax (TRT)			
Resources	830,460	126,447	704,013
Expenditures	767,860	149,997	617,863
Unappropriated Balance	62,600	N/A	N/A
Reserve Fund			
Resources	6,330,090	625,315	5,704,775
Expenditures	5,337,317	359,135	4,978,182
Unappropriated Balance	992,773	N/A	N/A
Municipal Court Special Revenue			
Resources	281,900	54,056	227,844
Expenditures	260,100	54,519	205,581
Unappropriated Balance	21,800	N/A	N/A
Miscellaneous Special Revenue			
Resources	35,000	5,751	29,249
Expenditures	35,000	5,767	29,233
Unappropriated Balance	-	N/A	N/A
Conference Center			
Resources	237,525	45,769	191,756
Expenditures	187,525	33,094	154,431
Unappropriated Balance	50,000	N/A	N/A
Christmas Express Special Revenue			
Resources	34,690	19,691	14,999
Expenditures	34,690	-	34,690
Unappropriated Balance	-	N/A	N/A
Law Enforcement Special Revenue			
Resources	78,880	5,334	73,546
Expenditures	65,880	27,646	38,234
Unappropriated Balance	13,000	N/A	N/A
Library Special Revenue			
Resources	57,200	5,565	51,635
Expenditures	44,000	705	43,295
Unappropriated Balance	13,200	N/A	N/A

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

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

Note: The Senior Center Construction Fund was previously reported in this section in addition to the Capital Projects section. This was corrected in August.

2016-2017 Monthly Financial Report
Utility and Street Funds Report
For the Month Ending September 30, 2016

Utility and Street Funds Report

Resources & Expenditures

	2016-17 Annual			Variance	
	Budget	Projected YTD	Actual YTD	Fav/(Unfav)	% Variance
Street Fund					
Resources	1,730,474	250,000	259,273	9,273	4%
Expenditures	1,184,879	344,720	329,030	15,690	5%
Contingency/Unapp Balance	545,595	N/A	N/A	N/A	N/A

Utility Fund					
Resources	7,310,820	1,698,896	1,708,703	9,807	1%
Expenditures	6,535,820	1,709,478	2,554,093	(844,615)	(49%)
Contingency/Unapp Balance	775,000	N/A	N/A	N/A	N/A

HES Fund					
Resources	11,970,249	2,422,738	2,117,802	(304,936)	(13%)
Expenditures	9,151,094	2,645,279	2,550,317	94,962	4%
Contingency/Unapp Balance	2,819,155	N/A	N/A	N/A	N/A

Regional Water Fund					
Resources	1,317,060	199,709	249,515	49,806	25%
Expenditures	723,530	180,883	168,415	12,468	7%
Contingency/Unapp Balance	593,530	N/A	N/A	N/A	N/A

Revenues in the Street fund are \$9,300 above projections through September, a 4% variance. Expenditures are about \$16,000 less than expected providing an overall favorable variance of approximately \$25,000.

Revenues in the Utility Fund are almost right on target with projections while expenditures are about \$845,000 over projections. As mentioned last month, this is due to costs related to draining the sludge lagoon which were budgeted in 2015-16 but not expended until after the close of the fiscal year. This will be brought to Council in November to request re-appropriation for it.

HES revenues continue to come in lower than estimates. Through September they are down by \$305,000. As noted last month, this is likely due to temperature fluctuations between last year and this year. Expenditures are under projections by about \$95,000 for a net variance of \$210,000.

Regional Water revenues are nearly \$50,000 higher than expected and expenditures are \$12,500 lower than projected.

2016-2017 Monthly Financial Report

Utility and HES Funds Report

For the Month Ending September 30, 2016

Utility and HES Funds Report

Reserve Balances

	Beginning Reserve	Ending Reserve	% Ending Reserve	Minimum Reserve Requirement	Difference
Utility Fund	3,445,748	1,157,247	17.7%	805,786	351,461
HES Fund	3,531,269	3,367,562	36.8%	1,128,217	2,239,345
Total	6,977,017	4,524,809	-	1,934,003	2,590,806

The reserve in the Utility Fund dropped from \$1.6 million last month to \$1.2 million in September reflecting the costs to drain the lagoon. The reserve is \$351,500 above the minimum. The HES Fund is \$2.2 million above the minimum at \$3.4 million. The funds combined total reserve is approximately \$4.5 million.

2016-17 Monthly Financial Report

City of Hermiston, Oregon

Capital Projects Report

For the Month Ending September 30, 2016

Capital Projects

	2016-2017 Budget	YTD Expenditures	LTD Budget	LTD Expenditures	% Complete
Airport Improvements	\$ 643,350	\$ 137,853	\$ 3,562,000	\$ 3,005,695	100%
Senior Center	2,706,300	30,583	2,823,360	138,887	0%
11th & Elm	813,710	15,000	813,710	15,000	0%
West Highland Trail	130,000	-	130,000	-	0%
Total	\$ 4,293,360	\$ 183,436	\$ 7,329,070	\$ 3,159,582	

Airport Improvements

The Airport project is now complete.

Senior Center

In January 2015 the City was awarded a \$2 million Oregon Community Development Block Grant through the Oregon Infrastructure Finance Authority for construction of a new Senior Center. The City must provide a cash contribution of \$73,242 and complete the project by January 29, 2018. In June 2016, City Council added \$750,000 to the project for a 3,800 sf basement and elevator. The City has incurred \$139,000 on design, survey and appraisal costs.

September Update: The plan review will be completed in November and awarded in December 2016.

Traffic Control – 11th & Elm

This project is a \$1.6M ODOT-led project to install a full traffic signal at the intersection of Elm Avenue and NW 11th as well as a left-turn lane for southbound traffic into Good Shepherd Medical Center's entrance on NW 11th. It will also complete a bike/pedestrian crossing with flashing beacon at GSMC's NW 11th entrance where the Oxbow Trail currently terminates. ODOT is leading the design and construction. Construction is expected to begin in spring 2017.

September Update: \$15,000 has been expended to date on right of way costs.

West Highland Trail

This project is to create a bike lane and/or separated trail on the south side of West Highland Avenue between SW 11th Street and Riverfront Park. A bike lane will be striped where there are existing sidewalks on the south side of West Highland and a separated path will be built where there are no existing curbs or sidewalks. A portion of the project will include creating a left turn pocket at Gotta Stop/SW 14th Place. The project is funded by a grant from ODOT.

The city and ODOT entered into an IGA for project funding and management in March, 2016. ODOT has since determined that the project funding will be better served through a fund exchange program where the federal requirements are removed from the cost sharing. This change to a fund exchange will require a new IGA and more city responsibility. Under the fund exchange the project will be managed by the city with ODOT oversight. There have been no expenditures on the project in the fiscal year 2016-17.

September Update: The IGA is being presented to Council in October for approval.

2016-2017 Monthly Financial Report
City of Hermiston, Oregon
Investments
For the Month Ending September 30, 2016

Investment Report

by Type

Cusip No.	Par Value	Principal Cost	Market Value	Issuer	Rating Moody's/S&P	Days to Maturity	Callable Y/N	Yield to Worst Call	Yield to Maturity (YTM)
3135G0G31	\$ 2,000,000	\$ 1,993,600	\$ 2,000,004	FNMA	Aaa/AA+	851	Y	1.28	1.28
76116FAA5	\$ 2,062,000	\$ 1,999,998	\$ 1,995,985	REFCORP	Aaa/AA+	1,110	N	0.95	0.95
3133EGLA1	\$ 1,000,000	\$ 1,001,020	\$ 996,932	FFCB	Aaa/AA+	1,200	Y	1.07	1.14
3137EADN6	\$ 1,000,000	\$ 978,757	\$ 999,645	FHLMC	Aaa/AA+	469	N	1.29	1.29
3135G0GY3	\$ 1,000,000	\$ 1,013,901	\$ 1,002,753	FNMA	Aaa/AA+	122	N	0.78	0.78
US Agencies	\$ 7,062,000	\$ 6,987,276	\$ 6,995,319	---	---	---	---	---	---
LGIP	\$ 7,613,787	\$ 7,613,787	\$ 7,613,787	Varies	---/AA	1	N	0.88	0.88
LGIP	\$ 7,613,787	\$ 7,613,787	\$ 7,613,787	---	---	---	---	---	---
TOTAL	\$ 14,675,787	\$ 14,601,063	\$ 14,609,106	---	---	---	---	---	---

The City of Hermiston has established certain policies for its investments. In order to limit credit and interest rate risk, investments are diversified by security type, maturity, issuer, and call provisions. At least 25% of funds available for investing will be invested in the Local Government Investment Pool (LGIP), with a qualified depository institution, or investments maturing in less than 90 days. 50% or more of the portfolio will be invested in securities maturing in less than three years. The maximum average maturity for the portfolio shall be 3 years and the maximum maturity of individual securities in the portfolio shall be 5 years. No more than 75% of the portfolio may be callable. The minimum weighted average credit rating of the portfolio's investments shall be Aa/AA by Moody's and Standard & Poor's respectively. The breakdown of the City's portfolio is shown below.

Maturity	Par Value	% of Total Portfolio	Type of Inv	Par Value	% of Total Portfolio	Various Investment Parameters	With LGIP	Without LGIP
< 90 Days	\$ 7,613,787	51.9%	US Agency	\$ 7,062,000	48.1%	WTD Avg Days to Mat	394	394
90 Days - 3 Yrs	\$ 4,000,000	27.3%	Other	\$ -	0.0%	Wtd Avg Yield to Mat	0.98%	1.09%
3 - 5 Yrs	\$ 3,062,000	20.9%	LGIP	\$ 7,613,787	51.9%	Percent Callable	20.4%	42.5%
	\$ 14,675,787	100.0%		\$ 14,675,787	100.0%	Wtd Avg Credit Rtng	Aaa/AA+	Aaa/AA+



**Umatilla County Fire District # 1
Fire Chief's Quarterly Report
July-September, 2016**

Statistics on Emergency Activity for July - September, 2016

Situation	July	August	Sept	Quarter
Working Fires	26	15	9	50
Over-pressure, Rupture, Explosion, Overheat (no fire)	1	0	0	1
Rescue & Emergency Medical Service	304	261	273	838
Hazardous Condition (no fire)	3	1	5	9
Service Call	16	14	15	45
Good Intent Call	18	13	15	46
False Alarm & False Call	7	3	4	14
Severe Weather & Natural Disaster	0	0	0	0
Special Incident Type	0	1	0	1
TOTALS	375	308	321	1004

EMS Inter-facility Transports: Tri-cities - 102

Portland - 22

Personnel:

Up-staffed for July 4th holiday weekend, Fair week and labor day weekend.
 FF Hinton suffered an ankle injury during a fire. Off work one week.
 Completed 3-week Resident Intern Academy September 23rd for 12 students.
 Three new volunteer firefighters placed on the department and one new EMT.

Training: 2,020 hours and 7 new certifications received

- Working on volunteer needs assessment for recruitment and retention.

Operations:

- Average daily staffing; **5.2** Cost of 5-person minimum staffing for quarter = **\$31,400**
- **Delays in Response:3 times**

Prevention Activities:

- Business Inspections.....84
- Hood installation inspections.....4
- Fire Cause Investigations.....4
- Sprinkler, Fire Alarm Inspections.....5
- Plans Reviews.....9
- Station Tours, fire safety house.....14
- Fire Extinguisher Prop events.....3
- Fire Code Consultations, Building official consults.....23
- Smoke Detectors installed.....12
- Public Education.....3
- Hermiston Planning committee.....9 hours

Other: July

- District participated with Kids reading program at Stanfield Library June - July.

- District volunteers and staff cooked steaks and provided breakfast during the Stanfield 4th of July events.
- Working with Dan Cleveland with Oregon Military Department on mutual-aid agreement for their lands on the depot once they receive them from BRAC.
- Capt. JW Roberts assisted La Grande Fire with Captains tests.
- Sent resources to Gilliam County two days in a row for fire.
- Working with Commissioner Elfering and EM Roberts on a winter roundtable to bring landowners, fire chiefs and county representatives to the table to talk about the “no man’s” land in the county that has no fire protection.
- Began using the state’s new, updated NFIRS reporting software.

August

- Participated in state labor/management work group on issues affecting firefighters and fire departments.
- Provided medic unit to the rodeo for 6 days and first aid to the fair for 5 days.
- Ladder truck to opening day of youth soccer.
- Participated in National Night Out.
- OSFM Bakken Foam trailer will be placed at the Pendleton Airport.
- New District maps completed.
- Personnel participated on Federal IMT’s on fires.
- Personnel helped with Rotary Cowboy Breakfast

September

- Summer seasonal positions ended on the 18th. Hired 2 additional this summer and reduced delays in response by 1/3. SDAO funded 50% of one position through grant.
- Provided engine to Pendleton Fire for coverage during Westward Ho Parade.
- District helped set-up and take-down at Family Health and Fitness Day and provided engine during the event.
- New Badges and Patches ordered for new District.
- ESD and District working on IT upgrades to sub-stations.
- District personnel attended 9/11 ceremony
- Preparing for Lieutenants promotional exam October 12th.
- Signed IGA with BMCC for Fire Drill Tower to be built at station 23 on Westland road. This project will be built as a cooperative venture between BMCC and UCFD 1.
- Ordered new medic unit. 280 day build time to replace unit with 225,000 miles and 10 years old.
- Chief Stanton appointed Chair of State-Wide Task Force on Apparatus numbering and rank structures for Fire Departments.