



HERMISTON CITY COUNCIL

180 NE 2nd Street – Hermiston, OR 97838

Regular Meeting

September 12th, 2016

A G E N D A

Where Life is Sweet

1. **CALL MEETING TO ORDER**– 7:00 pm
2. **DECLARATION OF QUORUM**
3. **FLAG SALUTE**
4. **PROCLAMATIONS, PRESENTATIONS & RECOGNITIONS**
 - A) Recognition- ODOT Development Technology Transfer Center, Oregon Road Scholar Program Certificate for Robert Herrera.
 - B) Presentation- Certificate of Achievement for Excellence in Financial Reporting.
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 August 22nd, regular City Council meeting.
 - B) Minutes of the May 19th and July 14th, Parks and Recreation Committee meeting.
 - C) Minutes of the July 27th, Faith-Based Advisory Committee special meeting.
 - D) Minutes of the August 3rd, Airport Advisory Committee meeting.
 - E) Announcement of standing committee vacancy for the unexpired portion of a 3-year term beginning November 1st, 2016 and ending October 31st, 2019.
Airport Advisory Committee- position #5
Parks and Recreation Committee- positions #4, #5, #6 and #7.
(Deadline for submitting applications is September 26th, 2016.)

Action – Motion to approve consent agenda items.

Roll Call

7. **ITEMS REMOVED FROM CONSENT AGENDA**

8. **PUBLIC HEARINGS**

9. RESOLUTIONS & ORDINANCES

A) Resolution 2038- Consider approval of a Franchise agreement to Fatbeam, LLC to utilize the city’s rights-of-way to provide fiber optic service for the Hermiston School District.
Motion to approve and lay upon the record. Roll Call

B) Resolution 2039- Consider approval to allow the install of two “STOP” signs; one North Bound & one South Bound on N.W. 5th Street at W. Madrona Ave.
Motion to approve and lay upon the record. Roll Call

10. OTHER

A) Consider contract approval with Umatilla County for Emergency Dispatch services.
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-

12. ADJOURNMENT

<u>UPCOMING MEETINGS AND EVENTS</u>		
(At City Hall unless otherwise specified)		
Sept 12	7:00pm	City Council Meeting
Sept 13	5:00pm	Transit Planning Committee Meeting
Sept 14	7:00pm	Planning Commission Meeting
Sept 19	7:00pm	Hispanic Advisory Committee Meeting
Sept 26	6:00 pm	City Council Work Session
Sept 26	7:00pm	City Council Meeting
Sept 28	4:00pm	Library Board Meeting (Library)
Sept 30	7:00 am	EOTEC Meeting (1705 E. Airport Rd)
Oct 4	4:30pm	Faith-Based Advisory Committee Meeting
Oct 5	4:00pm	Airport Advisory Committee Meeting (Airport)
Oct 10	4:30 pm	Public Infrastructure Committee Meeting
Oct 10	6:00 pm	City Council Work Session
Oct 10	7:00pm	City Council Meeting

STAFF REPORT

For Meeting of September 12, 2016

MAYOR AND MEMBERS OF THE CITY COUNCIL

Agenda Item #

NO. 2016-

SUBJECT: CAFR
Award for 2014-15
Fiscal Year

Subject

Certificate of Achievement for Excellence in Financial Reporting.

Summary and Background

I am happy to report that the Government Finance Officers Association of the United State and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Hermiston for its comprehensive annual financial report (CAFR) for the fiscal year ended June 30, 2015. This was the 26th consecutive year that the City has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

Attached is a copy of the Award of Financial Reporting Achievement that has been awarded to the City. If you have any questions please let me know. A news release will be given to the press within the next week.

Fiscal Information

None.

Alternatives and Recommendation

N/A

Requested Action/Motion

None.

Department Head



City Manager Approval



City of Hermiston



The Government Finance Officers Association
of the United States and Canada

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Byron D. Smith
City Manager and Treasurer
City of Hermiston, Oregon



The award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the individual(s) designated as instrumental in their government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Date August 19, 2016

HERMISTON CITY COUNCIL

Regular Meeting

August 22nd, 2016

Mayor Drotzmann called the regular meeting to order at 7:00 pm. Present were Councilors Myers, Hardin, Gutierrez, Primmer, Kirwan, Davis, Beas-Fitzgerald and Smith. Staff members in attendance were City Manager Byron Smith, City Attorney Gary Luisi, Assistant City Manager Mark Morgan, Captain Eynon, Sergeant Clark, Clinton Spencer, Bill Schmittle, Larry Fetter, Amy Palmer, Mark Rose, Chuck Woolsey, Judge Creasing, Heather LaBeau, and Lilly Alarcon-Strong. News media present was Jade McDowell of the East Oregonian. The pledge of allegiance was given.

Recognition- Library Director Mark Rose

City Manager Smith introduced Mark Rose the New Library Director to the Council.

Mr. Rose stated he has worked in libraries since 1991. Prior to this, he was stationed in Germany serving in the US military. Mr. Rose stated he loves the work that public libraries provide for the community and he enjoys providing this public serve. Mr. Rose stated he and his family are looking forward to settling in Hermiston.

The Council welcomed Mr. Rose to the City of Hermiston.

Consent Items

Councilor Beas-Fitzgerald moved and Councilor Primmer seconded to approve all Consent Agenda items, to include:

1. Minutes of the August 8th, work session and regular City Council meeting.
2. Minutes of the July 18th, Hispanic Advisory Committee meeting.
3. Minutes of the July 25th, Public Safety Committee meeting.
4. Liquor License Application - "Off-Premises Sales, Change Ownership" for Eastside Market located at 582 E. Main Street.

Motion carried unanimously.

Resolution 2035- Approval of the School District Lease and Senior Center Design. - was read and discussed. City Manager Smith gave an overview of the School District's land lease for the new Senior Center and Parks and Recreation Director Larry Fetter gave a brief presentation regarding the final design plan for the Senior Center.

After reviewing the Senior Center design the Council felt that more handicapped spaces needed to be added, specifically to the first row across the street from the Senior Center.

Virginia Beebe, Pendleton, stated she would like to have engraved brick or tile as a fundraising opportunity.

Mr. Fetter stated there is still time to have the engraved brick fundraiser.

Ken May 1410 NW D & M Lane, asked if the lease with the School District had been cleared with the fund granting agency.

City Manager Smith stated the fund granting agency has approved the lease.

HERMISTON CITY COUNCIL

Regular Meeting

August 22nd, 2016

Councilor Primmer moved and Councilor Davis seconded to approved the Senior Center design plan as presented with the addition of more handicapped spaces to be placed in the parking area. Motion carried unanimously. Councilor Smith moved and Councilor Davis seconded to approve Resolution No. 2035, the School District Lease, and lay upon the record. Motion carried unanimously.

Resolution 2036- Approval of a lease agreement to allow Umatilla County Fire District #1 (UCFD1) to occupy a portion of the Robert Shannon Safety Center- was read and discussed. Assistant City Manager Morgan gave a brief presentation regarding the lease agreement which has already been approved by the Umatilla County Fire District. Councilor Davis moved and Councilor Smith seconded to approve Resolution 2036 and lay upon the record. Motion carried unanimously.

Resolution 2037- Adopt the State of Oregon fee schedule and increase the minimum building permit fee- was read and discussed. Building Superintendent Chuck Woolsey gave a brief presentation regarding the State of Oregon's Accela program and updating the fee schedule as the previous fee schedule was last updated over 15 years ago. Councilor Myers moved and Councilor Beas-Fitzgerald seconded to approve Resolution 2037 and lay upon the record. Motion carried unanimously.

Newport Area Insurance Decision

City Manager Smith presented the Council with two options regarding the Newport Area Insurance Claim.

- One: As per the recommendation of the insurance, deny the claim.
- Two: Agree to settle with the property owner with two very specific provisions that would be mandatory in the settlement agreement, first that the agreement be confidential and second that the property owners agree to make improvements to their property to mitigate future flooding.

After some discussion Councilor Primmer moved and Councilor Kirwan seconded to Option 2. Councilors Myers, Hardin, Primmer, Kirwan, and Beas-Fitzgerald votes yes; Councilors Gutierrez, Davis, and Smith voted no. Motion carried 5-3 in favor.

EOTEC Monthly Report

City Manager Smith stated as mentioned previously, the Rodeo project bids came in over budget and the Board decided to remove two major costs pieces and list them as ad-alternates to the bid. This bid is currently out and the bid deadline is August 31st. The EOTEC Board has a meeting scheduled on September 2nd, which they hope to review and award a bid at that point.

City Manager Smith stated there has been a lot of good progress working with Knerr Construction on the Barn projects. There will be construction timelines listed at the September 2nd EOTEC Board meeting for each of the small barn projects. City Manager Smith stated the EOTEC Board appointed a Construction Sub Committee that consists of City Manager Smith, Rodeo representation Mike Kay, and Fair representation Don Miller. This subcommittee has been working closely with Knerr Construction on the barn redesign and to expedite the decision making. Knerr Construction will also be the lead on signage.

City Manager Smith stated the EOTEC facility continues to be rented out on a consistent basis.

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The Council stressed that the Fair and Rodeo grounds need to be completed on time, and all involved Boards have a responsibility to the community and participants to complete the project on time.

July Financial Report

Councilor Gutierrez moved and Councilor Kirwan seconded to approve the July Financial Report as presented by Finance Director Amy Palmer. Motion carried unanimously. The council asked that in the future a monthly EOTEC Overview Report be presented.

Committee Report

Public Infrastructure Committee: Councilor Kirwan stated the Public Infrastructure Committee met earlier today to present the Capital Improvement Plan list. There will be another meeting the first week in October to prioritize the list and present it to the Council.

Mayor Drotzmann appointed Councilor Hardin and Councilor Primmer to the Public Transportation Planning Committee; Councilor Myers to the Festival Street Design Committee, as well as the public members who had applied to each committee.

Mayor's Report

Mayor Drotzmann stated the Oregon State University's Dean and some of the Vice Presidents met as the City wanted to emphasize how important agriculture and the Extension services are to our community. They are a valuable resource and continued funding is needed and appreciated.

Mayor Drotzmann thanked Crystal Inners and Lilly Alarcon-Strong for organizing the City's Picnic, which was an awesome event that was catered with great food by Ruty's. Mayor Drotzmann encouraged those who have not attended the event to participate in the coming years.

Mayor Drotzmann stated he and Debbie Pedro met with the School District to welcome 53 new teachers to the community. Some are new comers to the area while others are returning students who have pursued their education and returned to the area, which is wonderful.

Mayor Drotzmann thanked the Council for participating in the annual review process for the City Manager, which will be finalized in executive session.

Manager's Report

City Manager Smith stated the City requested a Banking RFP and received four responses. The City was very pleased to see that the City's current provider, US Bank, came in as the low bidder and is also able to provide additional revenue and savings resources of about \$70,000.00 a year. US Bank was also able to help increase fund security. City Manager Smith acknowledged Amy for all her work on this project and thanked US Bank.

The Council thanked Amy for her leadership on this project and US Bank for partnering with the City.

City Manager Smith stated all the bids for the south water tank came in under budget. The City is working with Anderson Perry and the lowest bid contractor to finalize a contract. The entire water tower will be completely painted by October 30th and will feature the new city brand on both sides.

HERMISTON CITY COUNCIL

Regular Meeting

August 22nd, 2016

City Manager Smith stated the County will be paving on 11th Street from Elm Street to Sun Terrace Assisted Living.

City Manager Smith stated on August 16th the City started pumping water to West Extension Irrigation District. The City waived some review periods to expedite the process but it's working and treated water is now going to agriculture.

Recess

Mayor Drotzmann recessed the regular meeting at 8:25 pm and announced that an executive session will convene in accordance with ORS 192.660 (2)(i), which allows the Council to meet in Executive Session for the purpose of discussing matters pertaining to the review and evaluation of employment-related performance of the City Manager.

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

Reconvened

Mayor Drotzmann reconvened the regular meeting at 9:07 p.m.

The council discussed the requested contract amendment and Councilor Primmer moved and Councilor Kirwan seconded to approve the City Mangers requested contract amendment to include a 2.8% wage increase, an additional week of vacation, and extending his contract for an additional year. Motion carried unanimously.

Adjournment

There was no other business, and Mayor Drotzmann adjourned the regular meeting at 9:14pm.

SIGNED:

/s/Dave Drotzmann

MAYOR

ATTEST:

/s/Lilly Alarcon-Strong

ASSISTANT CITY RECORDER

City of Hermiston
Parks and Recreation Department
Regular Meeting

May 19, 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 meeting to order at 5:30pm. Present were board members J. Stahlberg, C. Harrison, R. Severs, Councilors Myers and D. Primmer. Both board member Mike Kay and Steve Williams were excused.

April 2016 Minutes

Board members C. Harrison moved and J. Stahlberg seconded that minutes of the regular scheduled meeting of April 2016 be approved. Motion carried unanimously.

Public Attendance

Barry Trapp
Roy Barron

REPORTS

A) Aquatic Center Repair

Director Fetter gave a financial/facility power point presentation to give a better perspective on how the pool facility operates, the subsidy required to operate during a season, along with new ideas to improve the cost recovery from the previous year.

During 2015 the HFAC revenues were \$272,965 with expenses of \$367,108. During 2015 the aquatic center had a major leak that caused leakage of heated chlorinated water throughout the summer but it has been repaired. During 2015 revenues did not include concessions since the HFAC partnered with HHS Band Department. Cost recovery last was at 74% which Mr. Fetter stated was typical. Varying degrees of recovery cost depending on variables of weather related summers or unexpected expenses during the operational season.

Cost Breakdown;

- ✓ 41% Operational Cost/Personnel (around 50 summer part-time positions)
- ✓ 25% Supplies (purchases for resale, expenses for operation)
- ✓ 13% Services (contractual expense)
- ✓ 6% Chemicals
- ✓ 11% Utilities

Uncontrolled circumstance can increase the HFAC costs of operating the pool such as stormy and inclement weather relates to less customers, more than usual hot days was not able to send staff home to decrease labor expense. This year Oregon State Pers Retirement percentage will be increasing along with minimum wage, and sick leave will be allowed for seasonal workers which will affect the operating costs during 2016.

Currently, a circulator solar system heating has been approved by Council heating the pool instead of showers which will allow a higher cost saving. This system but will not be installed until fall since it cannot be put in while pool is in use. A heat pump hot water heater will be used for water showers and will be up and running for the 2016 season. A Control system/sensor in the showers is being explored because routinely water is left on during public swim hours and lifeguards are going in every 15 minutes to turn off water left on.

Mr. Fetter stated that Knerr Construction was awarded for repairs needed at HFAC. The repairs being made will control water use and decrease expenses. Mr. Fetter stated everyone one of the cutters required the same treatment because they were failing. Styrofoam was used as a backing with installation of stainless steel rebar filling in the void with cement grout. The seams will be sealed using caulking for pools and will smooth out the surface. The last process before filling will be to paint so it all looks the same. Cost of the project totaled around \$25,000 or less. Mr. Fetter stated this should never have to be address again, only just regular maintenance of the surface.

B) Hermiston Family Aquatic Center Program 2016

Mr. Earp, Recreation Supervisor, stated to board members future projects that will need to be addressed. He expressed the need to replace computer in HFAC office that is 13 years old. This computer uses the program that runs all the pumps, heats the water, and if this computer was to go out it would be very problematic. The program installed on the main computer that runs the pool pumps is an outdated version and is no longer available so it should be replaced as well. After doing some research Mr. Earp told board members new computer and software would be around \$7,500. He advised the update should be done as soon as possible. He stated the pool was being filled today, May 19th.

Director Fetter said discussions and action has been taken to redirect funds out of the Transient Room Tax into a Capital Reserve Fund Account for HFAC and will be used for unforeseen issues and repairs.

Council J. Meyers recommend it would be in best interest to change out computer and software program before the opening of the pool. Director Fetter agreed and stated he hopes to replace the equipment once the project repairs by Kneer Construction is completed.

Mr. Earp shared he with the committee he is excited for this year since he has many returning lifeguards and front desk staff which makes it less difficult. Concessions will again be operated by the Hermiston High School Band and Choir Departments.

Mr. Earp stated the pool would open for Pre-Season on Saturday, June 4th, close on Monday the 6th for Hermiston public schools, and then remain open all summer with Regular Season starting June 13th. Mr. Earp announced some of the new pool programs that will be offered during the summer such a Swim Pass Night for membership holders and adding volleyball/water polo to private parties. Staff challenges will be offered throughout summer with staff being divided into teams. Mr. Earp stated the challenges help build camaraderie among the staff and keeps the group motivated.

Mr. Earp stated that an I Phone/I Pad App is currently being created that will be provided easy access for registrations, park rentals, map facility, pool page and will be effective for advertising and announcements. Development will take approximately 35 weeks so it could be available before summer end.

Sincere there has been no major changes in pool pricing Director Fetter stated during upcoming winter months he will have parks committee review pool price structure, do area comparisons, and make adjustments if needed.

Guest Roy Barron asked if the Parks and Recreation Department had their own logo.

Director Fetter stated that a city-wide logo is being developed and it will be the one used by the department however it is not uncommon for city Parks & Rec. Departments to have their own.

C) Annual Park Tour

The annual park tour on Thursday, June 9th will include Steelhead Park. Mr. Fetter stated he recently meet with staff from ODFW and he felt there seemed to be more willingness to transfer the property. He hopes by visiting and seeing the park area the committee can offer ideas on how to develop the park to connect to existing trail at Riverfront Park. Park Tour in June will meet at city hall with transportation provided.

Chairlady Cortaberria asked for an update of Greenwood Park and Newport Park. Mr. Fetter stated that while park features are still being gathered and money allocations located he is holding off ordering signage while the city logo is still being finalized.

An update of Newport Park's retention basin that was installed to help with water control during high periods of rain fall was put to the test in May. The director asked board members if they were able to see the collected rain during the storm. He stated the berm did what it was intended to do, collect and store excess water from neighborhood to control flooding in area houses. Once the basin has dried out it will be hydro-seeded to finish the project. The irrigation at Newport has been completed.

Mr. Fetter offered updates on other projects;

- Hopes to hire a designer over the summer for Skate Park
- Landscaping for both Sunset and Belt Parks will be started

Barry Trapp asked how often Chip surface checked which Mr. Fetter stated once a year. Mr. Trapp said fill material is exceptionally low around the play equipment especially at Riverfront Park.

Activity update was given by D. Earp with camps, swim lessons, kayaking, rafting trip, tennis camp, and movie lineup. Fever Football Clinic and Game was a new event offered and department was able to sell the minimum number of tickets to offer the clinic.

Meeting adjourned at 6:11PM

City of Hermiston
Parks and Recreation Department
Regular Meeting

July 14, 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 meeting to order at 5:30pm. Present were Board Members J. Stahlberg, R. Severs, L. Garcia, S. Williams, Councilors Myers and D. Primmer. Both board members Mike Kay and Carlisle Harrison were excused.

May 2016 Minutes

Board members J. Stahlberg moved and R. Severs seconded that minutes of the regular scheduled meeting of May 2016 be approved. Motion carried unanimously.

Public Attendance

Barry Trapp – No public comment

REPORTS

A) Agenda change;

Cell Phone APP for City Parks & Recreation

Director Fetter asked for permission to change order of the agenda so that he and Activity Supervisor Dan Earp be allowed to show board members the new Park and Recreation App created for the department. Mr. Earp stated the application is fully launched and can be downloaded to all Apple Smart Phones and Androids. The App Icon is of the new city logo. From the screen of an I-pad, Mr. Earp gave a glimpse of the home page with links of a city photo gallery, on-line registrations, HFAC, park maps with amenities, park rentals, and calendar of events with the ability to add more links. Mr. Earp stated the App will allow customers to receive notifications if an event or program is canceled, changed, or added. Mr. Fetter stated he would like to add a tab to show the P & Recreation Board members so they can be recognized within the community. The director concluded by saying he would like to implement the QR codes for an easy access link and possibly other departments would want to have their own link.

The department is planning a public launch date of around the upcoming publication of the 2016 Fall Activity Guide.

B) STEELHEAD PARK

Mr. Fetter stated he was happy so many was able to attend the June field trip to Steelhead Park.

Since then the director stated he has started a dialog with land owners Glen Chowning and Hermiston Christian School (Rod Harden) regarding the new trail that will be developed along West Highland. Both Chowning and Harden properties will border Highland Extension Loop Trail when built (the Chowning property is a partnership with others). Currently, the trail is restricted to the street right away and it will be very close to the flow of traffic.

The director expressed both parties are willing to offer a trail easement on their properties which would provide an additional 15 feet of space to safely separate the trail away from moving traffic. Mr. Fetter stated Mr. Chowning would be willing to allow trail access down to Steelhead Park through his property. As Mr. Chowning and his partners' looks to develop this piece of property in the future, Mr. Chowning expressed he would want to limit the access from Highland to only one combined crossing by using an existing inland outlet into the property and channeling future traffic onto an internal road system. The director expressed Chowning seemed very enthusiastic about the idea if a controlled system can be figured out to close access to the park by vehicle traffic at a certain time in the evening. The Director stated it would be a huge benefit to have a residential area close to the park. Mr. Chowning will be taking the ideas back to his partners and will be in contact with the Director.

Mr. Fetter stated we are on a path to own or control Steelhead Park by this fall.

Council Myers asked if there a degree of liability involved with a remote walking trail?

Mr. Fetter stated yes, there will always be a degree of responsibility. The city has a duty to keep a trail as safe as possible which could amount to cutting brush back from the trails, keeping it clean and maintained but he reminded members there is also some benefits for seclusion too.

S. Williams asked if surveillance cameras would be an option.

The Director said yes and informed members there has been some experimenting with videos done at Funland Park but technology has improved over the years and maybe it is an investment the city will need to make.

Chair Cortaberria asked should the trail end up on private property does that affect the ability to look for grant money.

The Director stated the easement is on property the city would control so any improvements would belong to the city. The city already has funding for the trail up to Steelhead and connecting to Riverfront Park Trail System from under the bridge. Mr. Fetter invited the committee to continue thinking about the Steelhead property and said he will be asking for ideas and suggestions once it belongs to the city.

C) Skateboard Park

Giving an update Mr. Fetter stated he is beginning the RFQ (request for quotes) process to recruit a design/build team for the project. Reviewing the triangular piece of city property off First Street, Mr. Fetter is deciding what portion of the site will be used for the skate pad which will include street and smooth transition elements and a covered area.

The Director said a conversation has been established with the school district regarding a possible option to re-claim an existing building at the fairgrounds. Showing a photo of the RDO structure, he indicated from underneath the infrastructure looks to be in good shape and stated the roof and support system could be utilized as the cover for the future skate park.

R. Sever asked if it would cost effective to remove and re-locate the building.

Mr. Fetter stated it would be a huge expense to design and install this large of a shelter so it would make sense to reprocess, relocate and re-roof a structure that is free.

Councilor Primmer added by reclaiming and recycling the existing steel siding off the building it could bring in a good chunk of change toward the project.

Mr. Fetter stated that if the group decided to move forward to obtain the structure the school district would take it off their demolition contract but it would need to be removed off its current location before earthwork started next year.

D) Greenwood Park

A design was shown of a table/seating area using a Merry Go Round set into ground level framework with a soft rubberized material surrounding it. Mr. Fetter explained he is working with fabricators to see how best to incorporated the vintage Merry-Go-Round in the space to keep users safe.

E) Harkenrider Center

An update was given by Director Fetter on the planning and design of the Harkenrider Center. He indicated the planning group is getting closer to a completed floor plan that will work towards the needs of the senior group. The Director explained that building the structure will be Phase 1 while the enhancement of the parking lot and landscaping will be part of Phase 2. While it was originally being considered to park the Senior Bus on an on-site location at the Harkenrider Center, Director Fetter indicated it now has been determined parking the bus at Public Works would be a more secure site.

Meeting adjourned at 6:10pm

Present were Pastors James Lafolette, Dean Hackett, Terry Cummings, and Rod Hardin. Jeff Snell was excused and Daniel Maxwell was absent. Also present was Lilly Alarcon-Strong.

Terry opened the meeting in prayer at 11:42 am.

New Business

August Meetings- The Committee unanimously agreed that August meetings are difficult for the members to attend and no future August meetings will be scheduled.

Minutes- Dean moved and Terry seconded to approve the meeting minutes from June 7th and July 5th. Motion carried unanimously.

Made to Thrive- Kris Dammeyer-James stated he believes partnering with Kris and Made to Thrive would be the best option for the FBAC and Hermiston's Family Promise. And, recommends the Committee move forward with approving her as the director so training can be scheduled with Family Promise.

Dean stated because the FBAC/ Hermiston's Family Promise has already formed it's non-profit statues, with assigned Board of Directors, it would be best if two members from that Board attend the Made to Thrive Board meetings as representatives for FBAC and Family Promise.

After some discussion the Committee agreed Dean's suggestion would be best.

James stated the FBAC would still need to check on the status of the monies received from the City last year for Family Promise, and if it would be possible for Agape House to help with future funding.

The committee also discussed possible office and/or meeting space for Kris and Hermiston's Family Promise, to include: the Agape House, City Hall Conference Rooms, and the Community Center.

Terry moved and Dean seconded to pursue Kris as the Family Promise Director and run the program in conjunction with her organization, Made to Thrive; and designate two FBAC members to attend the Made to Thrive meetings as representatives of FBAC and Family Promise. Motion carried unanimously.

Rod stated the Committee will still need to discuss the budget and a wage for Kris.

James stated he does have the proposed budget from Craig and will email it to the Committee for review and recommendations, so the Committee can finalize the budget and income for Kris at the September meeting.

There was no other business and the meeting was adjourned at 12:02pm.

Hermiston Airport Advisory Committee Minutes

August 3, 2016

4:00 P. M.

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

City Representative: Mark Morgan

Airport caretakers: Susie Rawe

Absent: Ron Osgood

Visitors: JUB Engineering representatives, Toby Epler, Steve Marshall, and Lee Unterwegner

Minutes: July minutes were approved on a motion by Ron Linn and seconded by Dan Burns

Airport caretakers report: Susie reported on the following:

1. New fuel system is up and running again after a couple of issues but now knows how to re-boot the system in the event of a failure
2. There is a small leak on the 100LL piping system. Mascott to come and check and make repairs
3. She would like to have a sign posted as to the location of the existing porta-potty now that the fuel station has moved
4. The city is going to provide a new computer and printer for the recording of fuel sales

Caretaker has requested the city for the following: sterilize the parcel of ground north of the card reader post that controls the gate to keep the weeds down now that the area has been cleaned up. In addition to that she had asked about getting the shed, metal poles and etc. that was left at the old fuel station cleaned up and getting a new shed with air compressor for the new fuel location installed to house aircraft oil and etc. Mark suggested for Susie to put in a request in writing for these items for further discussion and resolutions.

Susie reported that the new runway information sign panels will be upgrades in about a month

Airport managers Report: Mark reported on the following:

1. He had talked to Tracy May with Precision Approach Engineering about the AGI's project to begin this fall
2. He is working with the FAA on getting a grant to help with cost of RFQ for new master plan for the airport.
3. There has been no response yet from Business Oregon on paying for a testing of the area around the Rinsate facility

New Business:

- **General lease documents for ground and hangar leases:** Mark handed out existing lease documents with some changes in the language for committee members to take home and read through for next month's meeting to discuss and give recommendation's for changes to the existing leases.
- **New Master Plan:** a short discussion as time allowed was had by committee members and our visitors(JUB Engineering) on what services they provide in assisting on the making of the Master Plan

Meeting adjourned: 5: pm

Next meeting: September 7, 2016 at 4:00pm

Respectfully submitted by: Mike Martin (acting secretary) for Ronald Osgood, Secretary

STAFF REPORT

For Meeting of Sept. 12, 2016

MAYOR AND MEMBERS OF THE CITY COUNCIL

Agenda Item #

NO. 2016-

SUBJECT:

New Telecom
Franchise- Fatbeam

Subject

Fatbeam, LLC has applied for a Franchise agreement to utilize the city's rights-of-way to provide fiber optic service for the Hermiston School District.

Summary and Background

City Code Chapter 115 establishes a lengthy set of requirements on telecommunications companies which use the city's rights-of-way to deliver service to their customers. Fatbeam has completed the City's standard application form, and requests approval of this franchise agreement, which is similar to existing agreements that the City has in place with companies such as Centurylink, Charter Communications, Eastern Oregon Telecom, and others.

This franchise agreement language has been reviewed by the city's Franchise attorneys at Cable-Huston.

Financial Information

The proposed Franchise Fee of 5% of Gross Revenue is relatively standard among cities across Oregon. According to the latest League of Oregon Cities Franchise Fee Survey, 95% of cities charge fees of between 5% and 7% for this type of franchise. However, since the company will be new to the area, and competing with existing companies, their future revenues are unknown, so it is difficult to predict how this franchise will impact City franchise fee revenues.

Alternatives and Recommendation

Alternatives

1. Motion to approve Resolution No. 2038
2. Motion to deny Resolution No. 2038

Recommendation

Staff recommends approval of the resolution.

Requested Action/Motion

Motion to approve Resolution No. 2038.

Department Head- Mark Morgan, Assistant City Manager

City Manager Approval- Byron Smith, City Manager

City of Hermiston

RESOLUTION NO 2038

A RESOLUTION OF THE CITY OF HERMISTON APPROVING AND AUTHORIZING EXECUTION OF A FRANCHISE AGREEMENT WITH FATBEAM, LLC.

WHEREAS, Fatbeam (“Grantee”) has applied for a telecommunications franchise for the construction, maintenance, and operation of a telecommunications system as a Competitive Local Exchange Carrier (“CLEC”) within the city of Hermiston; and

WHEREAS, Grantee has substantially complied with Hermiston City Code to show that Grantee has the financial, legal, and technical ability to sufficiently provide services, facilities, and equipment necessary to meet the future communications-related needs of the community; and

WHEREAS, City and Grantee have negotiated a Franchise with terms agreeable to both parties; and

WHEREAS, City and Grantee wish to execute and inter into a Franchise Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hermiston, Oregon as follows:

1. The foregoing recitals are approved and incorporated herein by reference.
2. The Franchise Agreement is accepted and approved by the City.
3. The City Manager is authorized to execute the Franchise Agreement on behalf of the City.
4. This resolution shall be deemed effective upon adoption.

PASSED by the Common Council this 12th day of September, 2016.

Signed by the Mayor this 12th day of September, 2016

MAYOR

ATTEST:

CITY RECORDER

**City of Hermiston
Telecommunications Franchise Agreement**

This Franchise Agreement, authorized pursuant to Hermiston Municipal Code (“Code”) Title XI, is between the City of Hermiston (City) and Fatbeam, LLC, a Washington Limited Liability Company (Grantee) and dated this 12th day of September, 2016.

1. **Grant of Franchise.** City grants to Grantee, its successors and assigns, a non-exclusive franchise to construct, operate and maintain telecommunications facilities in, under, and over the surface of the City's Public Rights of Way (“Franchise”) subject to the terms of this Agreement.
2. **Term.** The term of this Franchise shall be five (5) years from the date listed above, unless terminated sooner as provided in this agreement or as provided in Title XI of the Code, and thereafter from year to year unless terminated by either Party by giving written notice of its intention to do so not less than sixty (60) days prior to the end of any period.
3. **Fee.** Except as provided below, Grantee shall pay as a franchise fee to the City, through the duration of this Franchise, an amount equal to 5% of the Grantee’s gross revenues directly attributable to its business operations within the City. Notwithstanding the forgoing, for purposes of calculating the franchise fee, Grantee’s gross revenues shall not include any revenues derived from customers that have a franchise with, and pay franchise fees to, the City.
4. **Payment.** Payment of the franchise fee shall be made quarterly or before April 30, July 31, October 31 and January 31 for the calendar quarters immediately preceding. Franchise fee payments not received by the City on or before the due date shall be assessed interest at the rate of one percent (1%) compounded monthly, or, if lower, the maximum rate allowed by law. Interest shall be due on the entire late payment from the date on which the payment was due until the date on which the City receives the payment.
 - 3.1 Each payment shall be accompanied by a written report to the City, verified by an officer or other authorized representative of Grantee, containing an accurate statement of Grantee's Gross Revenues and the computation basis and method. Such reports shall be in a form satisfactory to the City.
 - 3.2 No acceptance of any payment by the City shall be construed as an accord that the amount paid is, in fact, the correct amount, nor shall the acceptance of any payment be construed as a release of any claim the City may have for further or additional sums payable.
 - 3.3 All amounts paid shall be subject to audit and confirmation by the City, provided that such audit is completed within three years of the date the audited payment is due. If no such audit is conducted within the three-year period, then any claim that the City might have had for additional compensation shall be waived.
 - 3.3.1 Grantee shall reimburse the City for the reasonable costs of such audit if Grantee has paid 95% or less of the franchise fee owing for

the period at issue upon receipt.

3.3.2 If Grantee underpaid by 5% or more of the amount due, Grantee shall pay interest on the unpaid amount compounded at the rate of one percent (1%) compounded monthly or, if less, the maximum amount allowed by law. Interest shall be due on the entire underpayment from the date on which payment was due until the date on which full payment is received.

3.3.3 If the Grantee disputes the City's determination of underpayment, the Grantee shall place the disputed amount in an escrow account until final resolution.

3.4 All Grantee's books, maps, and records directly concerning its calculation of franchise fee payments to the City shall be open for audit by the City, upon no less than 48 hours prior written notice, during normal business hours.

3.5 Payment of the franchise fee shall not exempt Grantee from the payment of any license fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City or any other taxing authority.

4. Title XI Hermiston Municipal Code, Charter and General Ordinances To Apply.

4.1 Unless the context requires otherwise, words and phrases used in this Franchise shall have the same meaning as defined in Title XI of the Code. All applicable provisions of Title XI are incorporated by reference and made a part of this Franchise. In the event of any inconsistencies between the terms of this Franchise and the Code, this Franchise shall control.

4.2 The Charter of the City of Hermiston and general ordinance provisions of the City affecting matters of general City concern, and not merely existing contractual rights of Grantee, now in effect or adopted in the future, are incorporated by reference and made a part of this Franchise. Nothing in this Franchise shall be deemed to waive the requirements of the various codes and ordinances of the City regarding permits, fees to be paid, or the manner of construction.

5. Indemnity.

5.1 Grantee agrees and covenants to indemnify, defend and hold the City, its officers, agents and employees, harmless from any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorney fees or expenses, arising from any casualty or accident to person or property by reason of any construction, excavation or any other act done under this Franchise, by or for Grantee, its agents or employees, or by reason of any neglect or omission of Grantee to keep its facilities in a safe condition, but not to the extent that such casualty or accident arises out of or by reason of any negligence or willful misconduct by the City, its officers, agents or employees. The City shall provide Grantee with prompt notice

of any such claim, which Grantee shall defend with counsel of its own choosing. No settlement or compromise of any such claim will be done by the Grantee without the prior written approval of the City. Grantee and its agents, contractors and others shall consult and cooperate with the City while conducting its defense of the City.

- 5.2 Grantee also shall indemnify the City for any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly or indirectly, from Grantee's failure to remove, adjust or relocate any of its facilities in the City Rights-of-Way in a timely manner, when required to do so, unless Grantee's failure arises directly from the City's negligence or willful misconduct.

6. Construction and Relocation.

- 6.1 Subject to the terms of this Franchise and the Code, Grantee may construct, operate and maintain its facilities. All construction and maintenance of any and all of Grantee's facilities within City Rights-of-Way shall, regardless of who performs such installation or construction, be and remain the responsibility of Grantee. Grantee shall apply for and obtain all permits necessary for installation or construction of any such facilities, and for excavation and laying of any facilities within City Rights-of-Way.
- 6.2 At least two weeks prior to beginning construction in any City Rights-of-Way, Grantee shall provide the City with a construction schedule.
- 6.3 Grantee may make excavations in the City Rights-of-Way, subject to obtaining permits from the City. Prior to doing such work, Grantee must give appropriate notices to any other franchisees, licensees or permittees of the City owning or maintaining facilities that may be affected by the proposed excavation. Grantee shall, at its own expense, restore any damage or disturbance caused to City property as a result of its operation, construction, or maintenance of its facilities to a condition reasonably comparable to the condition of such property immediately prior to such damage or disturbance.
- 6.4 In the event that emergency repairs are necessary for Grantee's facilities in City Rights-of-Way, Grantee shall immediately notify the City of the need for such repairs. Grantee may immediately initiate such emergency repairs, and shall apply for appropriate permits the next business day following discovery of the emergency.
- 6.5 Grantee shall comply with the terms and conditions ORS Chapter 757, governing the location of underground facilities (the "One-Call statutes").
- 6.6 Grantee shall, at its own expense, temporarily or permanently remove, relocate, change or alter the position of any of its facilities when directed to do so by City.
- 6.7 All construction practices and installation of equipment shall be done in accordance with all applicable sections of the then current version of the National Electric Safety Code, in accordance with good engineering practices and

performed by qualified maintenance and construction personnel.

- 6.8 The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents.
- 6.9 To the extent possible, the Grantee shall use utility poles, conduits and other facilities already existing in the City Rights-of-Way.
- 6.10 Whenever any existing utilities are located underground within a public right of way of the City, Grantee shall also locate its facilities underground. Whenever any overhead electric utilities are relocated underground, Grantee shall also relocate its facilities underground. Any and all such installation and relocation under this paragraph shall be without expense to the City.

7. **Reservation of City Rights.**

- 7.1 Nothing in this Franchise shall be construed to prevent the City from constructing sewers, water systems, electric systems, grading, paving, repairing or altering any street or constructing or establishing any other public work or improvement. Grantee's facilities shall be constructed and maintained in such manner as not to interfere with City sewers, water systems, electric systems or any other facilities of the City.
- 7.2 If any of the Grantee's facilities interfere with any City sewer, water or electric system, street or public improvement, Grantee shall remove or replace its Facilities as directed by the City. Any and all such removal or replacement by Grantee shall be without expense to the City. Should Grantee fail to remove, adjust or relocate its Facilities by the date established by the City, the City may undertake such removal, adjustment or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by the City due to Grantee's delay.

8. **Assignment.** Grantee's rights under this Franchise may not be assigned or transferred without the prior consent of the City, which consent shall not be unreasonably withheld or delayed. No such consent shall be required for an assignment by Grantee to a corporate affiliate; Provided, however, that the Grantee, not more than ten (10) business days following such assignment, provides the City with written notice of the assignment and the assignee agrees in writing to be bound by the terms of this Agreement.

- 8.1 Grantee and the proposed assignee or transferee shall provide and certify the following information to the City not less than sixty (60) days prior to the proposed date of transfer or assignment:
 - 8.1.1 Complete information setting forth the nature, terms and condition of the proposed transfer or assignment;
 - 8.1.2 All information required of a telecommunications franchise applicant with respect to the proposed transferee or assignee;

- 8.1.3 Any other information reasonably required by the City.
- 8.2 No transfer shall be approved unless the assignee or transferee has the legal, technical, financial and other requisite qualifications to comply with the terms of this Franchise.
- 8.3 Grantee shall reimburse the City for all direct and indirect fees, costs, and expenses reasonably incurred by the City in considering a request to transfer or assign the Franchise.
- 8.4 Any transfer or assignment of this Franchise without prior approval of the City under this section shall be void.

9. Miscellaneous Provisions.

- 9.1 If any section, provision or clause of this Franchise is held by a court of competent jurisdiction to be invalid or unenforceable, or is preempted by federal or state laws or regulations, the remainder of this Franchise shall not be affected, unless the City determines such section, provision, or clause was material to the City's agreement to grant the Franchise to the Grantee.
- 9.2 Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this Franchise by reason of such failure or neglect.
- 9.3 This Franchise should be governed by the laws of the State of Oregon. Any litigation between the City and the Grantee arising under or regarding this Franchise shall occur, if in the state courts, in the Umatilla County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.
- 9.4 Any notice provided for under this Franchise shall be sufficient if in writing and (1) delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), or (3) sent by facsimile transmission addressed as follows, or to such other address as the receiving party shall specify in writing:

If to the City: City Manager, City of Hermiston, 180 NE 2nd Street, Hermiston, Oregon 97838; FAX 541-567-5530

If to the Grantee: General Counsel of Fatbeam, 2065 W. Riverstone Dr., Ste. 105, Coeur d'Alene, ID 83814.

Any such notice, communication or delivery shall be deemed effective and delivered upon the earliest to occur of actual delivery, three business days after

depositing in the United States mail, one business day after shipment by commercial air courier or the same day as facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday).

- 10. **Other Authority Superseded.** Upon effectiveness of this Franchise, any and all authority to operate previously granted to Grantee by the City shall be superseded by this Franchise.
- 11. **Cable Authority.** This Franchise does not authorize the Grantee to operate a cable system or provide video programming, as defined by 47 U.S.C.A § 522 (Supp. 1997).

12. **Insurance.**

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	[\$691,200] per occurrence, Combined Single Liability (C.S.L) [\$1,382,300] General Aggregate
Auto Liability including coverage On all owned, non-owned Hired autos Umbrella Liability	[\$1,382,300] per occurrence C.S.L.
Umbrella Liability	[\$1,382,300] per occurrence C.S.L.

- B. The City shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the City with current certificates of insurance evidencing such coverage upon request.

- 13. This Agreement may be executed by the Parties in one or more counterparts.

Grantee

City

By: _____

By: _____

Title: _____

Title: City Manager_____



STAFF REPORT

For Meeting of September 12, 2016

MAYOR AND MEMBERS OF THE CITY COUNCIL

Agenda Item #

NO. 2016-

SUBJECT:
Install "STOP"
Sign at NW 5th and
W. Madrona

Subject

Resolution 2039: Install two "STOP" signs one North Bound & one South Bound on NW 5th Street at W. Madrona Ave.

Summary and Background

I received a request from two residents in the area to install stop signs at the intersection of NW 5th and W. Madrona. Due to an increase in traffic in the area, there have been some near misses at this uncontrolled intersection. There are currently no stop signs either direction at this intersection. It makes the most sense to stop traffic north and south bound as one block to the west the traffic is stopped east and west bound.

Fiscal Information

Installation and materials will have a financial impact of \$600.00.

Alternatives and Recommendation

Alternatives

Do not install "STOP" sign.

Recommendation

Install a "STOP" signs north and south bound on NW 5th Street at W. Madrona Ave

Requested Action/Motion

Motion to approve installation of a "STOP" sign on NW 5th Street at W. Madrona Ave.

Reviewed by:

Department Head Ron Sivey



City Manager Approval



City of Hermiston

RESOLUTION NO. 2039

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HERMISTON, OREGON, that it is expedient and necessary to install a stop sign at the following location for vehicular traffic regulations in accordance with the provisions as outlined in Section 70.03 of the Hermiston Code of Ordinances:

STREET

NW 5th Street

TRAFFIC FLOW

North and South Bound

INTERSECTION

W. Madrona Ave.

This resolution shall become effective immediately upon its passage as of the date and year set out below.

PASSED by the Common Council this 12th day of September, 2016

SIGNED by the Mayor this 12th day of September, 2016

MAYOR

ATTEST:

ASSISTANT CITY RECORDER

STAFF REPORT

For Meeting of September 12, 2016

MAYOR AND MEMBERS OF THE CITY COUNCIL

Agenda Item #

NO. 2016-

SUBJECT: County
Dispatch Contract

Subject

Contract with Umatilla County for Emergency Dispatch services

Summary and Background

A few years ago, the City of Hermiston entered into an agreement with Umatilla County for dispatch services. This change has been a beneficial move for the City and for the region. It has shifted records management to the same provider for all of the law enforcement entities in the county (except Milton-Freewater).

One of the results of this consolidation is that many entities that have not paid for dispatch services in the past like the smaller cities and fire districts have been asked to contribute to this shared system of emergency dispatch.

As these smaller entities were approached, the formula previously used by the Cities of Hermiston and Pendleton was a difficult formula for them to afford the service. A group with membership from representative entities was established to consider other options. A formula based on tax valuation was agreed upon and established.

Fiscal Information

The new formula reflects a more accurate cost structure for the county to operate the dispatch center. With that comes an increase to our payment. We increased approximately \$50,000 per year. That new amount was approved in the current adopted budget.

Alternatives and Recommendation

Despite a few items we are always working on with the County, consolidating dispatch has worked well for us. The alternative to approving this new contract would be a multi-million dollar investment in the equipment to run our own dispatch

Recommendation

I recommend approval of the new dispatch services contract.

Requested Action/Motion

Authorize the City Manager to sign the new dispatch services contract.



City Manager

City of Hermiston

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

1.0 DATE

The date of this agreement is July 1, 2016.

2.0 PARTIES

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

3.0 RECITALS

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

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

4.0 PURPOSE

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

5.0 TERM

The initial term of this contract will be from July 1, 2016 to June 30, 2017 and may be terminated by either party upon a 365 day written notice to the other party, the Hermiston Police Chief or the Umatilla County Sheriff, as the case may be. This contract will automatically renew for additional on year periods unless terminated as described above.

6.0 COUNTY RESPONSIBILITIES The County will:

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

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

Public Works and Parks Departments.

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

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

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

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

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

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

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

7.0 CITY RESPONSIBILITIES

The City will:

A. Beginning July 1, 2016, City will pay \$303,486.88 to County, on a monthly basis of \$25,290.57. All payments will be made by the 20th of each month. This amount is based on a pro rata net cost associated with the operation of the dispatch center based on net assessed value which is \$0.3461 per \$1,000. This amount may be adjusted annually if the base amount of cost and/or resources changes. Some anticipated changes could include final personal services expenses arising from contract negotiations with Umatilla County Law Enforcement Association for services after July 2016, legislative

and other changes to the Public Employee Retirement System and legislative and other actions affecting the amount of resources.

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

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

8.0 HOLD HARMLESS

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

9.0 SUCCESSOR AGREEMENTS

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

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

10.0 DISPOSITION ON TERMINATION

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

CITY OF HERMISTON

AUTHORIZED by action of the Hermiston City Council on _____,2016.

Dr. David Drotzmann, Mayor

ATTEST:

City Recorder

UMATILLA COUNTY

George L. Murdock, Commissioner _____
Date

W. Lawrence Givens, Commissioner _____
Date

William J. Elfering, Commissioner _____
Date

ATTEST:
Office of County Records

Records Officer

