



Where Life is Sweet

CITY COUNCIL

Regular Meeting Minutes

May 8, 2023

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

Presentation- Hermiston School District Updates

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

Proclamation- National Police Week

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

Proclamation- Altrusa Day

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

Citizen Input on Non-Agenda Items

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

Consent Agenda Items

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

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

Motion carried unanimously.

Resolution No. 2270- Declaring a public necessity to acquire real property for the Gettman Road Extension

Project- Assistant City Manager Morgan presented a PowerPoint Presentation (attached) regarding the need to acquire property to continue and complete this project.

Public Comment

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



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

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

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

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

Public Comment

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

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

Committee Reports

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

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

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

Mayor’s Report

Mayor Drotzmann spoke regarding:

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



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May 8, 2023

- Governor Tina Kotek community meeting in Hermiston and surrounding areas

Council Reports

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

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

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

Mayor Drotzmann congratulated Councilor Barron on such a distinguished recognition.

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

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

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

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

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



Where Life is Sweet

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Regular Meeting Minutes
May 8, 2023

Youth Advisory Report

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

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

City Manager’s Report

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

Recess for Executive Session

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

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

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

Reconvene and Adjournment

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

SIGNED:

Dr. David Drotzmann, Mayor

ATTEST:

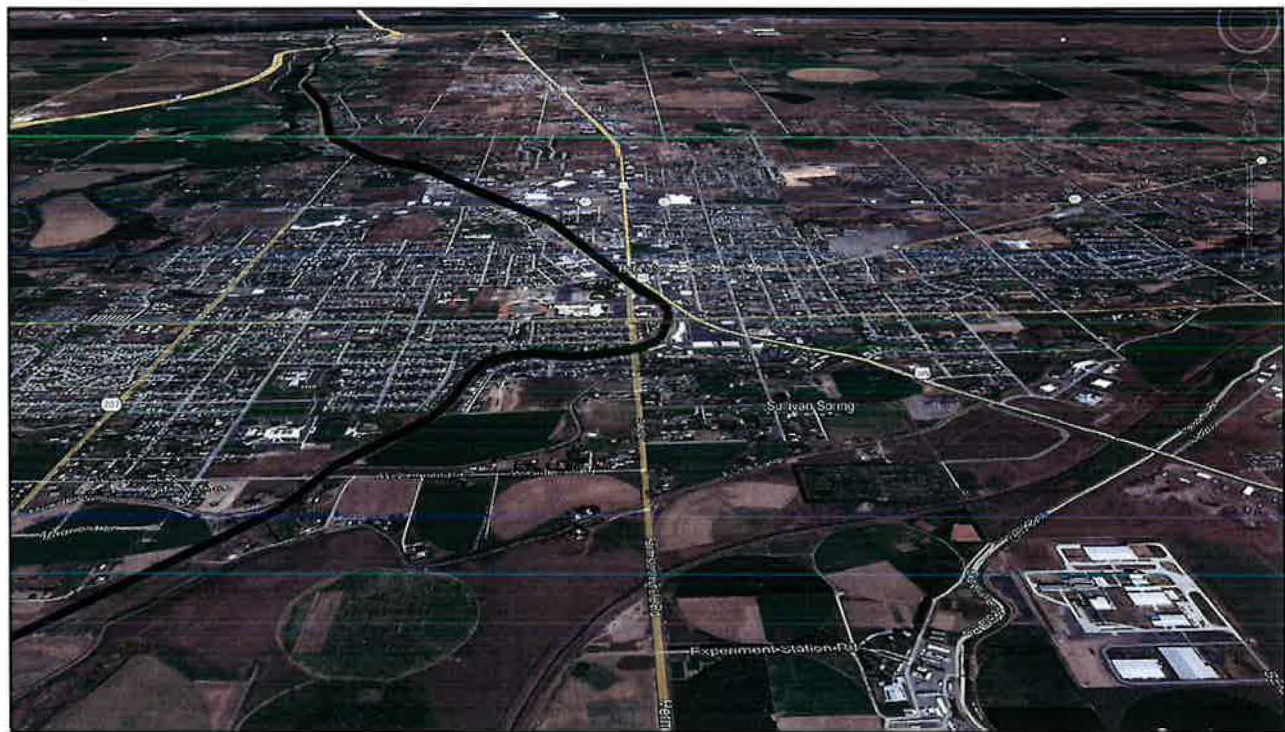
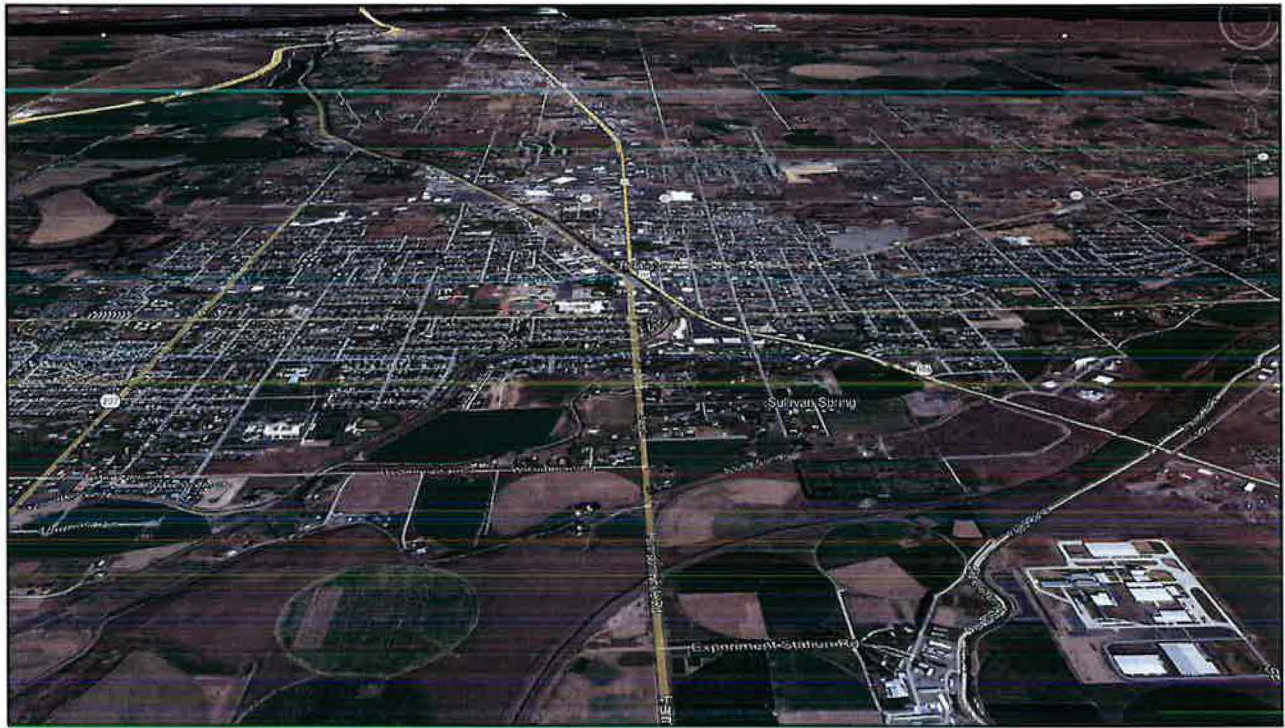
Lilly Alarcon-Strong, CMC, City Recorder

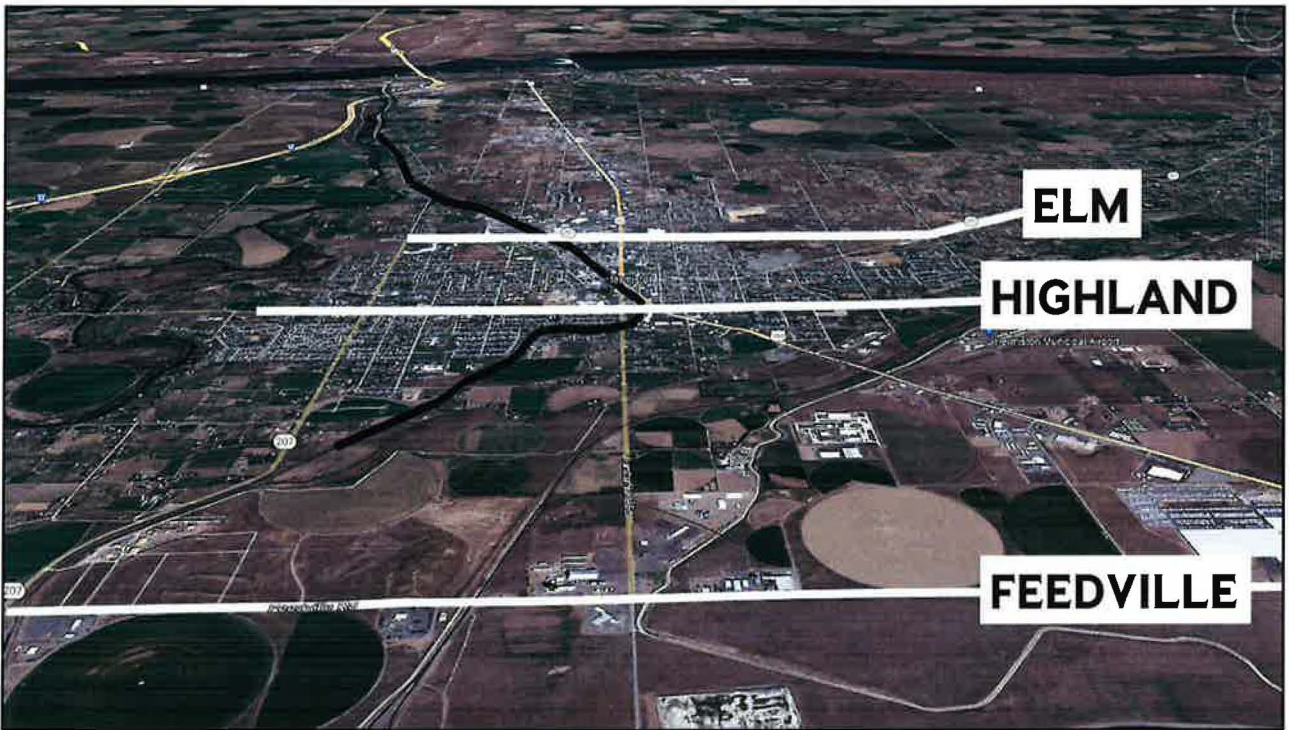
Resolution 2270- Gettman Road Extension Right of Way
 City Council: May 8, 2023

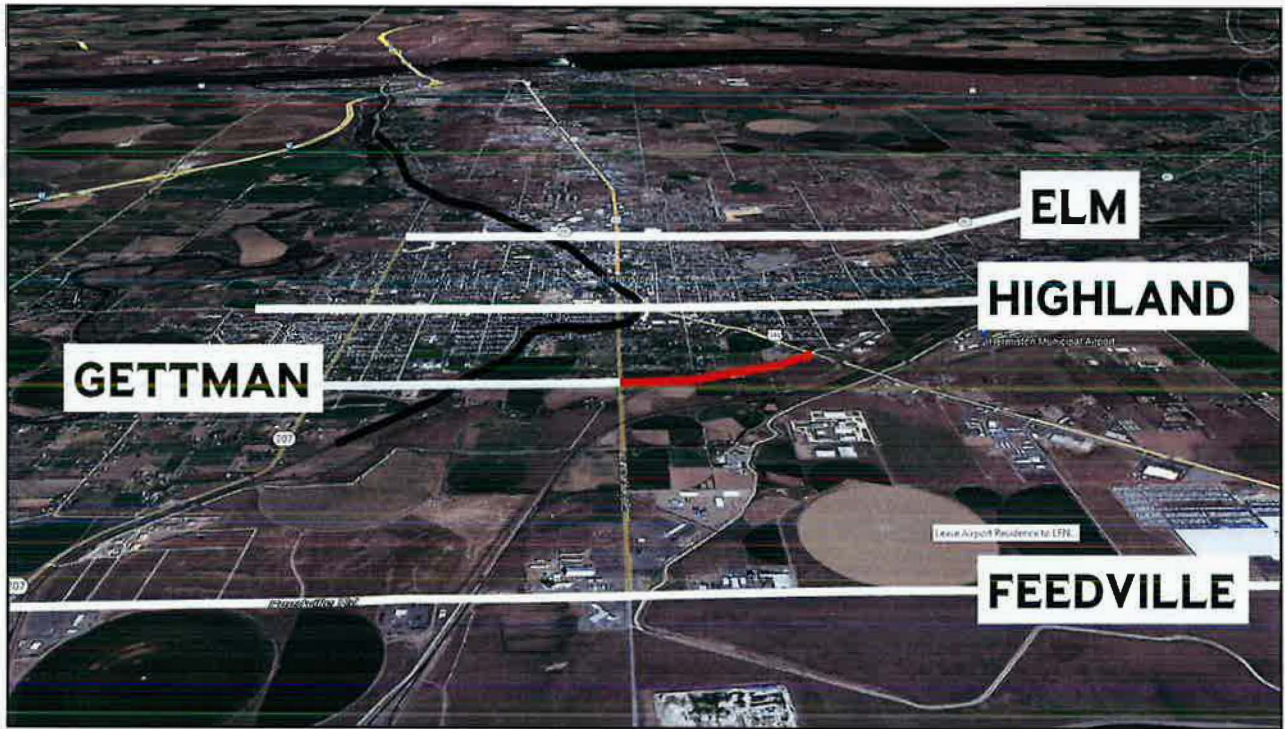
HERMISTON OREGON

Resolution 2270

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



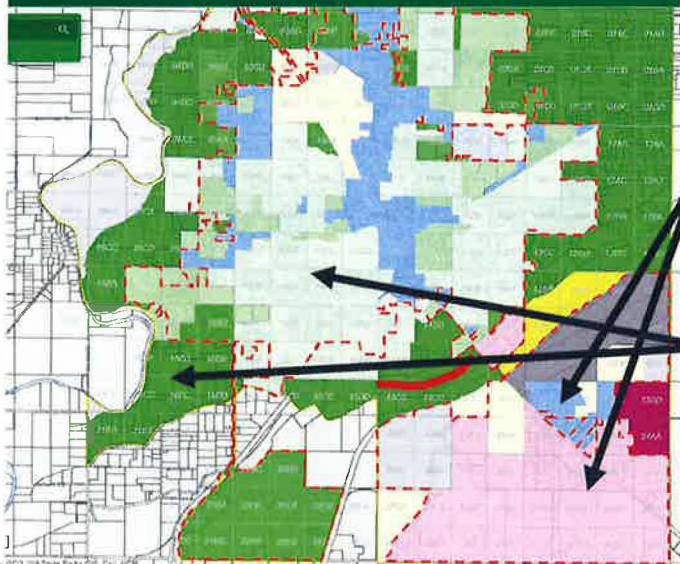




Adopted Transportation Plan



Community Economic Wellbeing



**Pink/Purple/Blue
Industrial/Commercial
Employment**

**Green
Residential / Future
Residential**



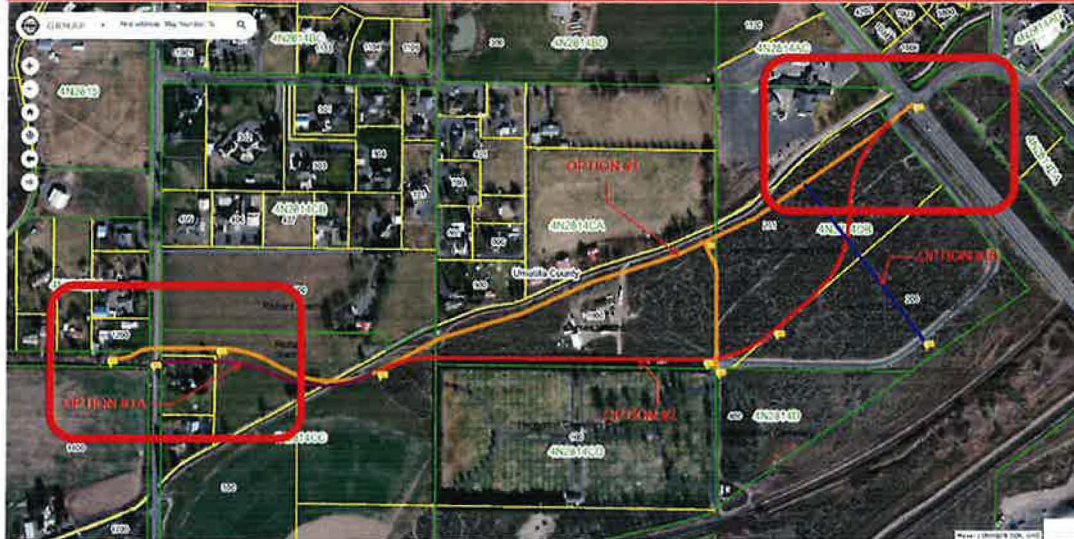
Community Economic Wellbeing



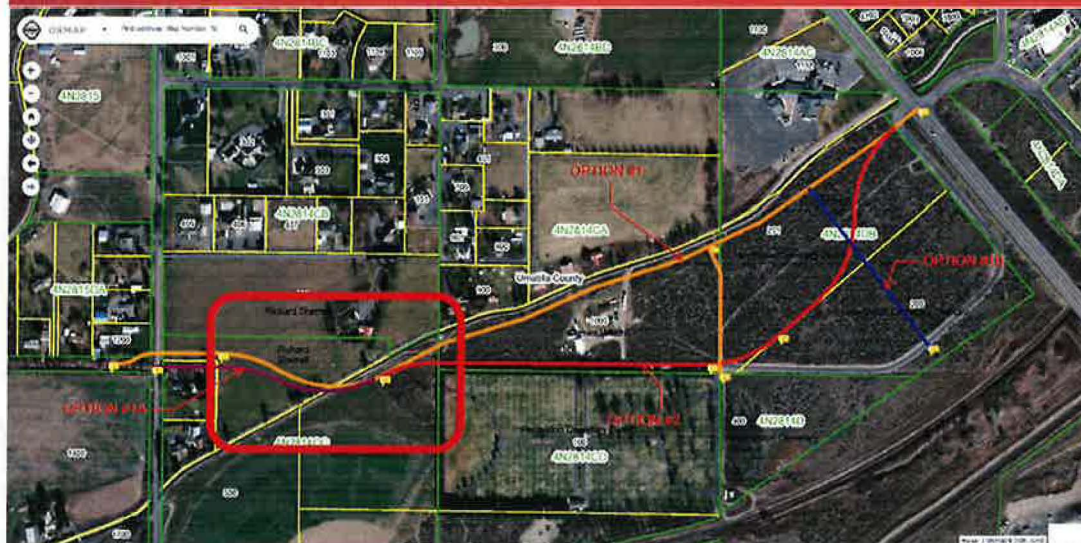
Public Safety & Emergency Services



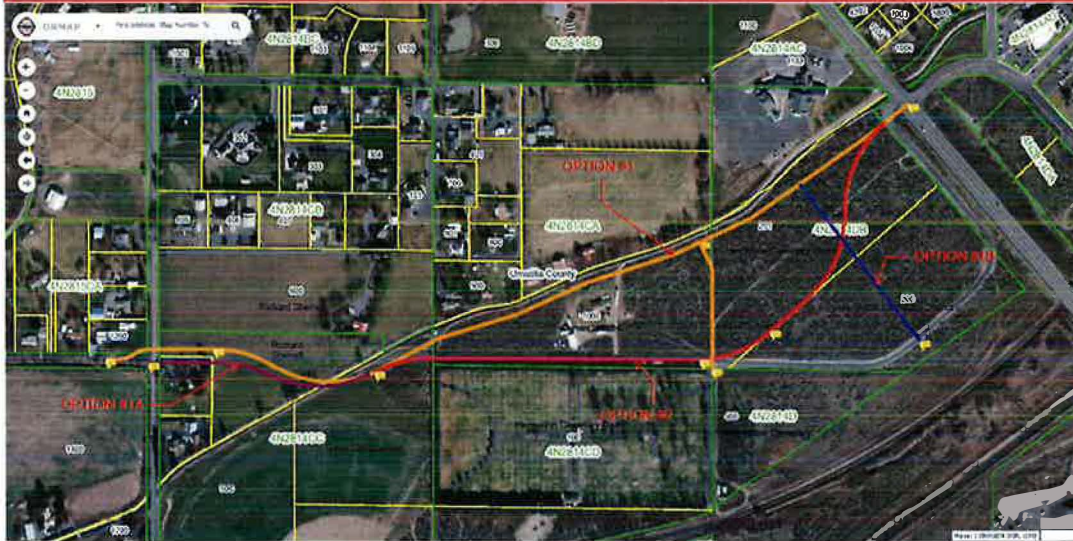
Safety- Intersection Alignment



Safety- Roadway Speeds/Alignment



Cost: Given Safety & Functionality



Resolution 2270

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





Next Steps

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



Financial Impact

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





Alternatives

- Approve Resolution 2270
- Reject Resolution 2270
- Request Amendments



Recommended Action

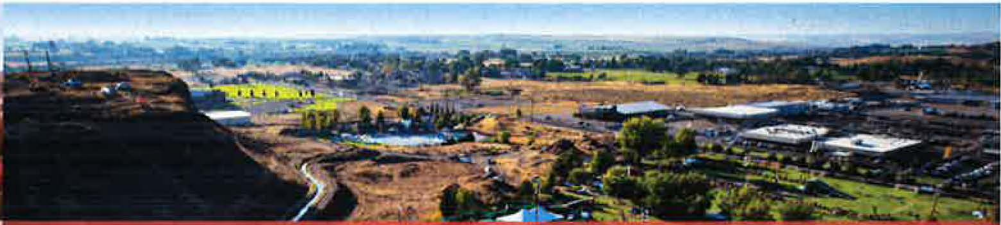
- Approve Resolution 2270





QUESTIONS?

Where Life is Sweet™



Airport LifeFlight Lease

City Council: May 8, 2023



Lease Airport Residence to LFN (2Yr)



Airport “Caretaker’s Residence”



Airport “Caretaker’s Residence”



Airport “Caretaker’s Residence”



Airport “Caretaker’s Residence”

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





Life Flight Request

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



Negotiated Terms

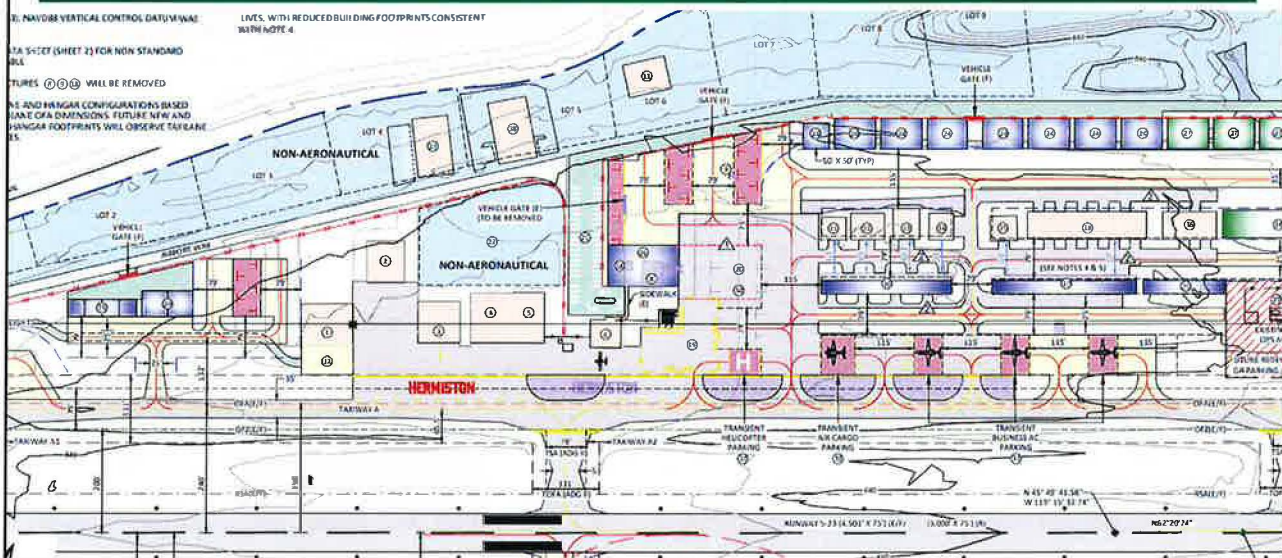
- 2 Years- Renewable
- \$1,500/mo (\$18,000/yr) Includes:
 - **Use of Home**
 - **Water & Sewer**
 - **Tie-Down Fees**
- Induced Revenue
 - **\$5,000 - \$10,000/yr Jet Fuel Sales Profit**



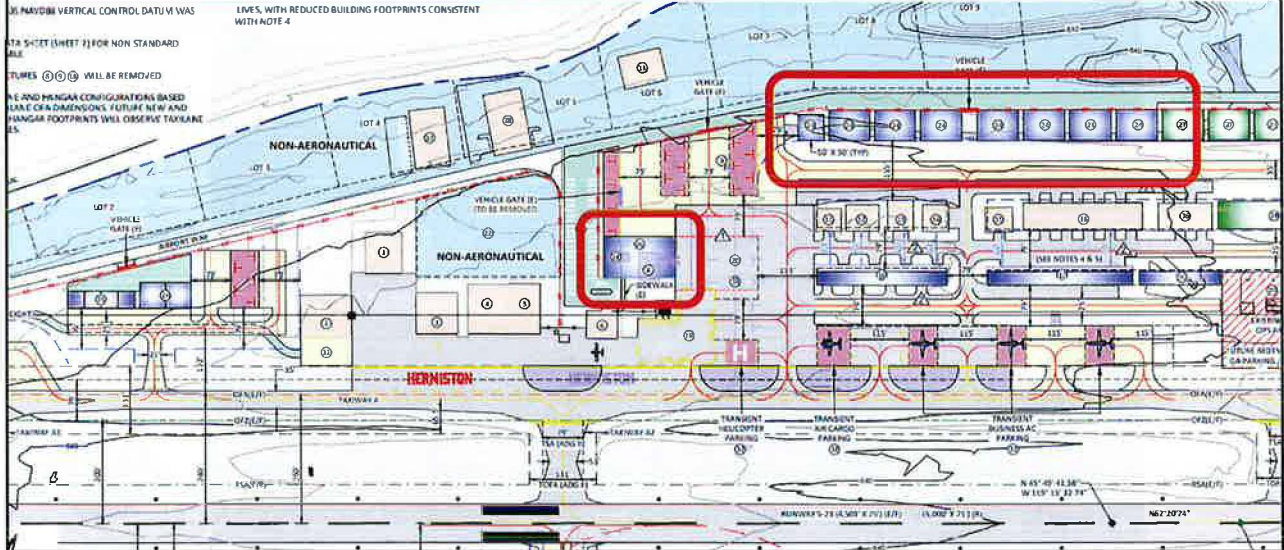
Airport "Caretaker's Residence"



Terminal Area Master Plan



Terminal Area Master Plan



QUESTIONS?

Where Life is Sweet™

CITY OF HERMISTON LEASE AGREEMENT
1610 Airport Way, Hermiston Oregon

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Tenant shall:

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

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

The City shall:

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

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

~~A.~~

PETS. Under this Lease:

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

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SMOKING POLICY. Smoking on the Property is:

- Permitted in the following areas: _____.
- Prohibited on the Property.

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

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

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

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

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

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

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

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

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

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

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

To the Tenant at the address:

_____;

and

To City at the address:

1610 AIRPORT WAY LEASE AGREEMENT

5

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

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

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

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

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

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

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

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

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

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

TENANT
Life Flight

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Signature: _____ Title: _____

Name (print): _____ Date: _____

CITY
City of Hermiston

Signature: _____ Title: _____

Name (print): _____ Date: _____

**REQUIRED LEASE DISCLOSURES &
ADDENDUMS IN OREGON**

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

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

CARBON MONOXIDE ALARM DISCLOSURE

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

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

CITY'S DISCLOSURE:

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

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

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

CERTIFICATION OF ACCURACY

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

_____	_____
City	Date
_____	_____
Tenant	Date

DRAFT

COMMON AREA UTILITY DISCLOSURE

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

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

CITY'S DISCLOSURE:

This property:

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

The following utilities are shared or benefit other parties:

- Electricity
- Heat
- Water
- Other: _____

Compensation:

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

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

CERTIFICATION OF ACCURACY

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

_____	_____
City	Date
_____	_____
Tenant	Date

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

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

Lessor's Disclosure

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

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

b) Records and reports available to the lessor (check (i) or (ii) below):
i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

Lessee's Acknowledgment (initial)

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

_____ Lessor	_____ Date
_____ Lessee	_____ Date