



CITY COUNCIL

AGENDA

MONDAY, SEPTEMBER 14, 2026

COUNCIL CHAMBERS - 180 NE 2ND ST.

Where Life is Sweet

Meetings are always open to the public in-person. Other ways of viewing or participating in live meetings are as follows:

View live meetings on YouTube at: <https://bit.ly/HermistonYouTube>

To participate in live meetings through Zoom, registration is required no later than 8am the day of the meeting by emailing meetings@hermiston.gov and providing participants full name and place of residence. The City Recorder will respond to sender with Zoom meeting details prior to the start of the meeting.

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

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

2. DECLARATION OF QUORUM

3. FLAG SALUTE

4. PRESENTATIONS AND RECOGNITIONS

A. Presentation- Flag Retirement Box from Thomas Greenough with Boy Scout Troop 654

B. Recognition- Building Inspector Heaven Doherty Earns Building Inspector of the Year Award

5. CITIZEN INPUT ON NON-AGENDA ITEMS

Anyone wishing to bring anything before the council that is not on the agenda is asked to please do the following: 1. Please limit comments to not more than FIVE minutes; 2. State your name and place of residence; 3. Direct your comments to the Chair.

6. CONSENT AGENDA

[A.](#) Liquor License Application Recommendation- Grocery Outlet, 1875 N 1st Street, Suite E.

[B.](#) Committee Vacancy Announcement

[C.](#) Minutes of the August 24th City Council Regular Meeting

7. ITEMS REMOVED FROM CONSENT AGENDA

8. ORDINANCES AND RESOLUTIONS

[A.](#) Ordinance No. 2385 – Amend Article V of Chapter 33 titled Initiative and Referendum

[B.](#) Resolution No. 2441- Wastewater & Domestic Water Utility Agreement.

[C.](#) Resolution No. 2442- Regional Infrastructure Fund Grant Application

9. COMMITTEE REPORTS

A. City Committee and Liaison:

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

B. Mayor's Report

C. Council President's Report

D. Council Report

E. Manager's Report

10. ADJOURN

**** AMERICANS WITH DISABILITIES ACT NOTICE****

Please contact Hermiston City Hall, 180 NE 2nd Street, Hermiston, OR 97838 (Phone No. 541-567-5521) at least 48 hours prior to the scheduled meeting time if you need an accommodation. TTY and TDD users please call Oregon Telecommunications Relay Service at 1-800-735-2900 or 711.



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of September 14, 2026

Title/Subject

Recognition- Building Inspector Heaven Doherty Earns Building Inspector of the Year Award

Summary and Background

On an average day at work, Heaven Doherty's pedometer hits 12,000 to 15,000 steps. Easy.

By 7 a.m., the City of Hermiston building inspector is already on the move, heading to new construction sites and remodels across the city to make sure projects are built safely and up to code. With Hermiston's same-day inspection service, every request submitted before 7 a.m. lands on Doherty's to-do list for the day.

That can mean anywhere from 25 to 50 inspections before the day is done.

It's a demanding pace driven by Hermiston's continued growth. In 2025 alone, 130 new homes were built in the city and more than \$200 million in building permits were filed.

Doherty's work keeping pace with that growth — along with her role in educating and supporting the next generation of building professionals — recently earned her recognition as the [Oregon Building Officials Association's](#) Building Inspector of the Year.

The award recognizes both Doherty's work for the City of Hermiston and her leadership through Chemeketa Community College, where she earned her degree and served as president of the [International Code Council \(ICC\) Chemeketa Chapter](#). She is also vice president of the [Eastern Oregon Building Officials Association](#).

For Doherty and building inspectors like her, every inspection ultimately comes down to one priority: Fire, Life and Safety.

Whether she is walking through a new home, apartment complex, commercial development, data center, or remodel, she is checking that what was designed on paper is built correctly in practice. That includes ensuring occupants have safe exits, buildings have appropriate air quality and ventilation, and structures have the integrity necessary to protect people, especially if a natural disaster were to put them to the test.

The work requires technical knowledge, attention to detail, and the ability to work productively with contractors, developers, and property owners. In a city experiencing significant development, it also requires efficiency.

Hermiston's commitment to same-day inspections helps keep construction projects moving ahead. Behind that service is a city Building Department tasked with balancing a growing workload with the responsibility of making sure homes and businesses built today will be safe for decades to come.

Doherty knew she wanted to work in a building department, and three years ago she took a crucial step by enrolling in the building inspection program at Chemeketa Community College, and is now helping strengthen the profession that gave her a new career in her work with the ICC.

That effort comes at an important time. The building inspection trade is facing a looming wave of retirements, with industry estimates projecting that as many as 80% of building inspectors will retire within the next five years. That makes recruiting and preparing new inspectors increasingly important for communities like Hermiston, where continued growth means the need for qualified building professionals is only increasing.

Through her involvement with Chemeketa and organizations that support building officials, Doherty is helping connect students and new professionals with an essential public-service career. Her Building Inspector of the Year award puts some well-deserved attention on that work.

Every new home, business and development in Hermiston represents more than just an investment in the community. Before anyone moves in or opens the doors, someone has to make sure it was built safely.

For dozens of projects on any given day, that person is Heaven Doherty. And she usually has another few thousand steps left to go.

Tie-In to Council Goals

Growing & Prosperous, Housing, and Strengthen Internal Operations

Fiscal Information

NA

Alternatives and Recommendation

For Recognition Purposes Only.

Submitted By:

City Manager Byron D. Smith



TO: City Manager Byron Smith
FROM: Chief Jason Edmiston
DATE: August 24th, 2026
SUBJECT: Liquor License Application – Grocery Outlet

After reviewing the liquor license application for Grocery Outlet located at 1875 N. 1st Street, Suite E, Hermiston, I find nothing of substance after performing a criminal history check consistent with established parameters utilized by the city, to deny the application submitted by Antonio Garcia.

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

NOTE: I did sign the actual application form, but that is contingent upon council approval.



OREGON LIQUOR & CANNABIS COMMISSION

Local Government Recommendation – Liquor License

Annual Liquor License Types

Off-Premises Sales	Brewery-Public House
Limited On-Premises Sales	Brewery
Full On-Premises, Caterer	Distillery
Full On-Premises, Commercial	Grower Sales Privilege
Full On-Premises, For Profit Private Club	Winery
Full On-Premises, Non Profit Private Club	Wholesale Malt Beverage & Wine
Full On-Premises, Other Public Location	Warehouse
Full On-Premises, Public Passenger Carrier	

Section 1 – Submission – To be completed by Applicant:

License Information

Legal Entity/Individual Applicant Name(s): Garcia Enterprises LLC/Antonio N Garcia

Proposed Trade Name: Hermiston Grocery Outlet

Premises Address: 1875 North 1st Street

Unit: E

City: Hermiston

County: Umatilla

Zip: 97838

Application Type: ☐ New License Application ☒ Change of Ownership ☐ Change of LocationLicense Type: Off-Premises Sales ☐ Additional Location for an Existing License

Application Contact Information

Contact Name: Antonio N Garcia

Phone: 503.781.1999

Mailing Address: 1875 North 1st Street Suite E

City: Hermiston

State: OR

Zip: 97838

Email Address: agarcia@hermistongrocery.com

Business Details

Please check all that apply to your proposed business operations at this location:

- ☐ Manufacturing/Production
- ☒ Retail Off-Premises Sales
- ☐ Retail On-Premises Sales & Consumption

If there will be On-Premises Consumption at this location:

- ☐ Indoor Consumption ☐ Outdoor Consumption
- ☐ Proposing to Allow Minors

Section 1 continued on next page



OREGON LIQUOR & CANNABIS COMMISSION

Local Government Recommendation – Liquor License

Section 1 Continued – Submission - To be completed by Applicant:

Legal Entity/Individual Applicant Name(s): Garcia Enterprises LLC/Antonio N Garcia

Proposed Trade Name: Hermiston Grocery Outlet

IMPORTANT: You MUST submit this form to the local government PRIOR to submitting to OLCC.
Section 2 must be completed **by the local government** for this form to be accepted
with your CAMP application.

Section 2 – Acceptance - To be completed by Local Government:

Local Government Recommendation Proof of Acceptance

After accepting this form, please return a copy to the applicant with received and accepted information

City or County Name: City of Hermiston

Date Application Received: 08-24-2026

Received by: Lilly Alarcon-Strong, CMC, City Recorder



Section 3 – Recommendation - To be completed by Local Government:

- ☐ Recommend this license be granted
- ☐ Recommend this license be denied (Please include documentation that meets OAR 845-005-0308)
- ☒ No Recommendation/Neutral

Name of Reviewing Official: Jason Edmiston

Title: Chief of Police

Date: 082426

Signature:

After providing your recommendation and signature, please return this form to the applicant.



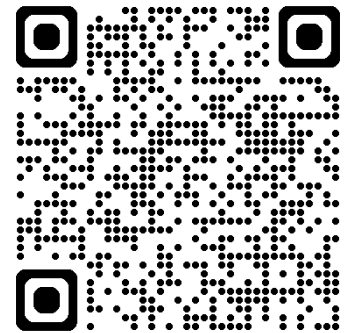
PUBLIC ANNOUNCEMENT

The City is accepting applications for the following Committees:

1. [Airport Advisory Committee](#) (Advertised 08/20/2026)
 - o Position 1, with a 3-year term ending October 31, 2029
2. [Budget Committee](#) (Advertised 08/20/2026)
 - o Position 5, with a 3-year term ending December 31, 2029
3. [Faith-Based Advisory Committee](#) (Advertised 08/20/2026)
 - o Position 1 & 2, with a 3-year term ending December 31, 2029
4. [Parks & Recreation Advisory Committee](#) (Advertised 08/20/2026)
 - o Position 7, with a 3-year term ending October 31, 2029
5. [Recreation Projects Fund Advisory Committee](#) (Advertised 08/20/2026)
 - o Position 3, Representing the Parks & Recreation Committee with a 3-year term ending December 31, 2029
 - o Position 4, Representing the Hoteliers with a 3-year term ending December 31, 2029

Deadline to apply for Committees: Open Until Filled

Applications and more information about these and all other City Committee's, Board's, and Commission's can be found on the City's website at: <https://hermiston.or.us/volunteer> or by using the QR Code. Have questions or are interested in applying? Reach out to Lilly Alarcon-Strong at: City Hall, 180 NE 2nd Street, Hermiston, at lalarcon-strong@hermiston.gov, or at 541-567-5004.



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



CITY COUNCIL

Regular Meeting Minutes

August 24, 2026

Mayor Primmer called the regular meeting to order at 7:00pm. Present were Councilors Roberts, McCarthy, Duron, Kelso, and Barron (arrived at 7:13pm). Councilors Hayward, Myers, and Linton were excused. City Staff in attendance included: City Manager Byron Smith, City Attorney Richard Tovey, Finance Director Ignacio Palacios, Police Chief Jason Edmiston, Planning Director Clint Spencer, Court Administrator Jillian Viles, Parks and Recreation Director Brandon Artz, and City Recorder Lilly Alarcon-Strong. The pledge of allegiance was given.

Presentation- Umatilla County Fire District #1 (UCFD1) on Measure 30-175

UCFD1 Fire Chief Scott Stanton presented information regarding Measure 30-175 (Presentation attached), and answered questions from the Council regarding materials being released in Spanish, compression impacts, actual population growth, and more.

(Councilor Barron arrived 7:13pm)

Councilor Roberts stated funding public safety is critically important as we want our first responders to be there when we need them and they do a great job.

The Council thanked Fire Chief Scott Stanton for the information.

Citizen Input on Non-Agenda Items

Stacey Stanek, 330 SE Carter Dr.- Spoke regarding her support of the proposed indoor aquatic center stating the indoor facility will bring water safety opportunities to families and those with disabilities that are greatly needed in the area, stimulate the economy, and help the Hermiston and Pendleton Swim Teams.

David Hanson, 1737 W Alleluia Ave.- Aske that the Council consider a motion to support Measure 30-175 and publish this support to the public, as UCFD1 is compassionate, caring, and professional.

Consent Agenda Items

Councilor Roberts asked to remove Consent Agenda Items C & D. Councilor McCarthy moved and Councilor Duron seconded to approve Consent Agenda items A, B, & E to include:

- A. Letter of Support for Stanfield and Echo TGM Grant Application
- B. Minutes of the July 13th City Council Regular Meeting
- E. Committee Vacancy Announcement

Motion carried unanimously with Councilors Roberts, McCarthy, Duron, Kelso, and Barron voting in favor.

Items Removed from the Consent Agenda

Councilor Roberts and Durrone commented on the following errors with corrections that need to be made which have been verified by City Recorder Alarcon-Strong:

- C. Minutes of the July 27th City Council Work Session, Regular, & HURA Meetings
 - Vote to continue the meeting to the August 10th meeting. The minutes say it was motioned by Councilor McCarthy and seconded by Councilor Roberts, and that Councilor Linton and



CITY COUNCIL

Regular Meeting Minutes

August 24, 2026

Roberts voted in opposition; however, Councilor McCarthy made the motion, Councilor Hayward seconded, and the vote passed with Councilors Kelso and Barron in opposition.

D. Minutes of the August 10th City Council Regular Meeting

- The vote for Ordinance No. 2383 the Minutes say that Councilor Linton and Roberts were in favor; however, it should read in opposition.
- Spelling error replacing resend with rescind in Councilor Linton's Council Comments section.

Councilor Roberts moved and Councilor McCarthy seconded to approve Consent Agenda Items C & D as amended. Motion carried unanimously with Councilors Roberts, McCarthy, Duron, Kelso, and Barron voting in favor.

Ordinance No. 2383- Creating LID 324

Mayor Primmer started this item was presented during the Public Hearing on July 27th and again on August 10th. The Public Hearing was closed on July 27th and, as such, no other evidence or public testimony would be taken.

After City Attorney Tovey read the ordinance by title only, staff answered Council questions and gave suggestions on how allocated disbursements can be distributed equitably between the five properties with each property being credited \$50,000 each, confirming that the estimates for this and other projects come in higher but are usually completed under budget, and confirming that the City Council will review and approve the final cost allocation.

Councilor Barron moved and Councilor McCarthy seconded to adopt Ordinance No. 2383 at a single meeting and become effective 30-days after adoption by the City Council. Motion carried unanimously with Councilors Roberts, McCarthy, Duron, Kelso, and Barron voting in favor.

Ordinance No. 2384- Annexation 4N2814 BC TL 602 Bounds Trust 1225 S 1st St

After City Attorney Tovey read the ordinance by title only:

- Councilor McCarthy moved and Councilor Roberts seconded to approve the findings of fact as presented in the staff report. Motion carried unanimously with Councilors Roberts, McCarthy, Duron, Kelso, and Barron voting in favor.
- Councilor McCarthy moved and Councilor Roberts seconded to impose conditions of approval as presented in the staff report. Motion carried unanimously with Councilors Roberts, McCarthy, Duron, Kelso, and Barron voting in favor.
- Councilor McCarthy moved and Councilor Kelso seconded to adopt Ordinance No. 2384 at a single meeting and become effective 30-days after adoption by the City Council. Motion carried unanimously with Councilors Roberts, McCarthy, Duron, Kelso, and Barron voting in favor.

July 2026 Monthly Financial Report

Councilor McCarthy moved and Councilor Roberts seconded to accept the July 2026 Monthly Financial Report as presented (Presentation attached) by Finance Director Palacios and City Manager Smith. Motion carried unanimously with Councilors Roberts, McCarthy, Duron, Kelso, and Barron voting in favor.



CITY COUNCIL

Regular Meeting Minutes August 24, 2026

Community Survey Report

City Manager Smith presented (Presentation attached) regarding residents' views on their quality of life within the City of Hermiston including many different facets of life from safety; health care and education services offered; art, cultural, and community events; available housing and more.

Mayor Primmer stated no Council action is being requested this was presented as informational only.

Committee Reports

None given.

Mayor's Report

Mayor Primmer spoke regarding:

- Many upcoming events that took place/are taking place in the City to include: Umatilla County Fair and Farm-City Pro Rodeo- thanking Hermiston Police Officers and other safety agencies who helped make these events safe and successful; MelonFest- which was very well attended; and Ribbon Cutting at Hortencia's on September 3rd at 11:30am.
- Thanked the Council for participating in all the City Council meetings and making hard decisions.

Council President's Report

Council President McCarthy spoke regarding the Chamber of Commerce Resource Fair Luncheon scheduled for tomorrow.

Council Reports

Councilor Barron asked if the City could give formal recognition to the Hermiston Softball Team.

City Manager Smith stated staff have reached out to the head coach regarding recognition at a City Council meeting but have not heard back.

Councilor Kelso thanked all those who were involved in the Umatilla County Fair and Farm-City Pro Rodeo stating it was the best so far, specifically the Rascal Rodeo which teaches disabled adults and kids how to ride horses.

Councilor Roberts and Duron thanked HPD and other safety agencies who helped make the Fair a safe event.

City Manager's Report

City Manager Smith encouraged the Council and public to attend the City Chat scheduled for Friday, September 4th from 11am to 1:30pm at the Food Pod.

Mayor Primmer spoke regarding how this City Chat will be a great venue to focus on perspectives of Hermiston High School Students.



CITY COUNCIL

Regular Meeting Minutes August 24, 2026

Recess For Executive Session

At 8:10pm Mayor Primmer announced the City Council of the City of Hermiston will now meet in Executive Session in the Executive Session Room on the first floor for the purpose of discussing the review and evaluation of employment-related performance of City Manager Byron D. Smith.

The Executive Session is held pursuant to ORS 192.660 (2) (i) which allows the council to meet in Executive Session for the purpose to review and evaluate, pursuant to standards, criteria and policy directives adopted by the governing body, the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member unless the person whose performance is being reviewed and evaluated requests an open hearing.

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 30 minutes.

Reconvene and Consider Approval of Changes to the City Manager Employment Contract

Mayor Primmer reconvened the regular meeting at 9:04pm.

City Manager Smith reviewed his proposed contract amendments as presented (attached).

After Council discussion and questions, Councilor Kelso moved and Councilor Barron seconded to approve City Manager Smith's employment contract as presented. Motion carried unanimously with Councilors Roberts, McCarthy, Duron, Kelso, and Barron voting in favor.

Adjourn

There was no other business and Mayor Primmer adjourned the regular City Council meeting at 9:08pm.

SIGNED:

Doug Primmer, Mayor

ATTEST:

Lilly Alarcon-Strong, CMC, City Recorder

Measure-305



umatilla county fire district #1

District Overview

2026 District updates

- Wildfire Response
- Apprenticeship Update
- FEMA SAFER Update



Measure 30-175

statistics

6,192 Calls For Service

Averaging 17 calls per day

- 5,043 Paramedic/EMS Calls
- 317 Critical Care Activations
- 239 Motor Vehicle Accidents
- 14% Cardiac Arrest Survival Rate
 - *Nationwide Average: 9%*
- 270 Fires



Measure-305

statistics

- 70% of Calls Overlap with Another Emergency in Progress
- 80% of Calls Require Paramedic/EMS Response
- Mutual-Aid Requested 3-4x Weekly (Out-of-District Calls)
- 56% Increase in Calls Over 10 Years

Calls In Progress When Dispatched	Number of Occurrences
Call In Progress - 1	2,862
Calls In Progress - 2	1,020
Calls In Progress - 3	288
Calls In Progress - 4	69
Calls In Progress - 5	27



Measure-305

Safer grant

16 Personnel hired through temporary \$6.9M grant

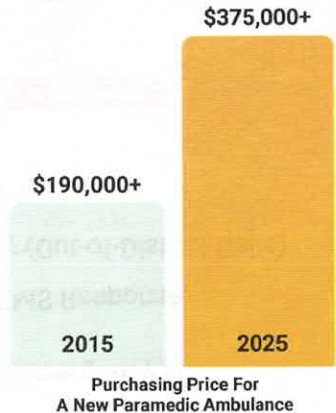
- Awarded by FEMA in 2024
- 16 Full-Time Firefighter/EMTS & Paramedics
- Reduced Response Times
- 3 Staffed Stations
 - Station 21 on 1st St.
 - Station 22 on Punkin Center
 - Station 23 on Westland Rd
- Funding Expires in 2027



Measure 30-175

the funding gap

- **Revenue**
 - Property Tax
 - Ambulance Billing
 - Grants
- **Rising Costs**
 - Personnel
 - Equipment
 - Materials & Services
- Expenses Outpace Revenue



Bottomline: Grants Are Not Sustainable Long-Term



Measure-305

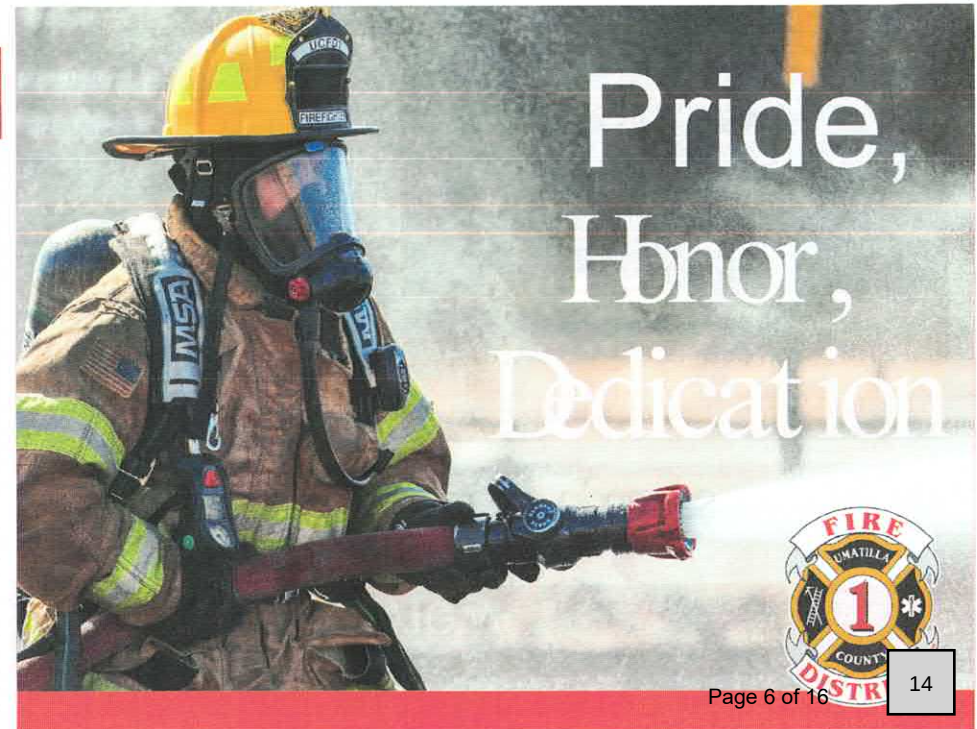
Measure-305

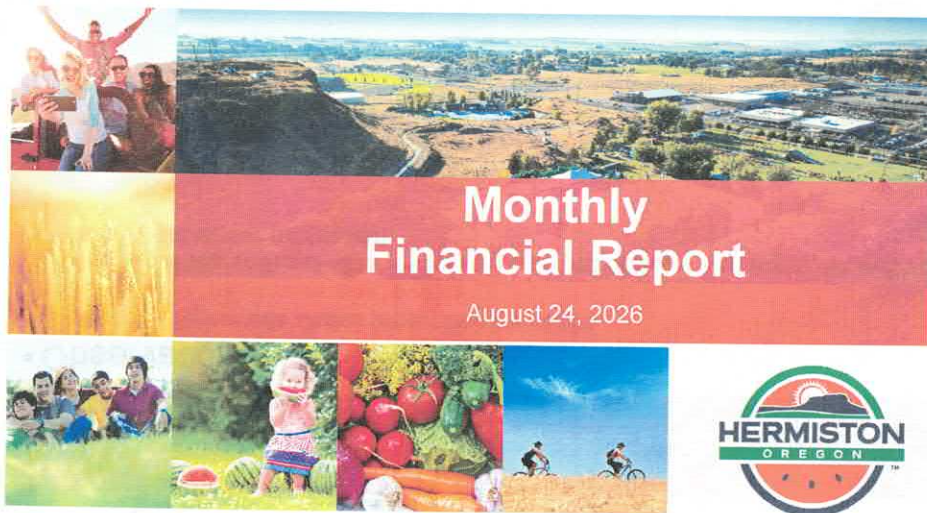
5 year local option levy to replace fema safer grant funding

- 0.89/\$1000 in Assessed Property Value
 - Average: \$14 per month
- If Passed:
 - Retain 16 Firefighter/EMTS & Paramedics
 - Maintain Current Staffing Levels
 - Replace Grant Funding
- If Not Passed:
 - 16 Positions No Longer Funded
 - Fewer Responders Available in Emergencies
- **Does not fund expansion or new programs**



Measure 30-175





Hermiston Urban Renewal Agency (HURA)

- Hermiston URA
 - **First month of fiscal year**
- North Hermiston Urban Renewal Area – Project awaits bidding, anticipated to begin Spring/Summer 2027



General Fund

- 2026-27 first month (8.3%) of fiscal year.
- Monthly Revenues ended under projection by ~1.0 million
 - **Timing of various revenues**



General Fund

- Monthly Expenses were under projection by ~\$109k
 - **Several departments over budget in comparison to projection and further evaluated**
 - Parks/Utility Landscape – seasonal activity
 - City Council – annual membership
 - Municipal Pool – seasonal activity
 - Municipal Buildings - repairs



Fund Balance – General

- 15% minimum reserve \$2.85 million (PY - \$2.94 million)
 - **Transfer of restricted funds to new fund**
- Fund balance est. to remain above minimum requirement



Special Revenue Funds

- Observations:
 - **EOTEC**
 - Event revenues and timing of project reimbursements
 - RV project continues



Utility and Street Funds

- Observations
 - **Street – Revenues under projection by ~\$18k**
 - Timing of federal allocation turnover
 - **Regional Water Fund ~\$1k under revenue projections and expenditures are ~\$29k under projection.**



Capital Projects

- Various projects in design or underway:
 - Geer/Harper Realignment – construction in progress
 - SE 10th Street Bridge – design proceeding, anticipated construction winter '26-'27 during off-season
 - Dogwood Street – preliminary construction activity has begun
 - RWS Backup Generators – site prep continued, 2027 estimated delivery and install
 - Aquifer Storage/Recovery – recharge has begun, anticipated April completion
 - Orchard Water Line replacement – project underway and on-schedule
 - E. Highland Avenue Line Replacement – survey work begun
 - View Drive Booster Upgrade – design begun
 - Well #6 Chlorination Structure – project underway anticipate completion by late fall
 - E. Evelyn Avenue gravity sewer line – project underway and on-schedule
 - Lift Station #7 Rebuild – contract awarded, construction to begin fall 2026
 - Recycled Water Treatment Plant UV Upgrades – equipment contract awarded, install planned 2027
 - E. Theater Lane Lift Station – design begun
 - NW 2nd Street Paving – project underway and on-schedule
- TBD (budgeted and part of CIP):
 - Well #4 Controls – delays may require rescheduling project
 - Lift Station #5 – design to begin



Capital Projects

- Sherman Park – Bids have been opened and we are working to bring them within budget.



Discussion

Questions?

Where Life is Sweet™

Zencity Community Survey

April - July 2026

Powered by Zencity

Overall Quality of Life

Residents' quality of life is a key metric for local government leaders. Here, we present how Hermiston residents are feeling about their quality of life, looking at how this changes by demographic group and geography.

We will show the percent of valid respondents who reported either a 4 or a 5 on the 1-5 scale, weighted by age, gender, and race/ethnicity (see page 3 for details).

Scores will be shown only for groups (e.g., for a geographic area or for a demographic group) with at least 30 responses. For groups between 30 and 49 responses, we highlight the small sample size using an (t). Use these scores with caution.

04

Zencity Community Survey

April - July 2026

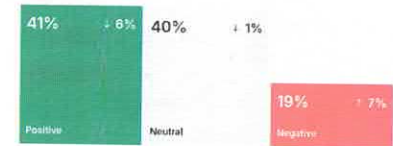
Powered by Zencity

How is the overall quality of life in Hermiston?

41%

of 412 surveyed residents are satisfied with the overall quality of life in Hermiston

± 6% vs. previous cycle



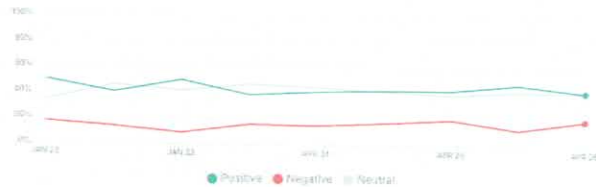
05

Zencity Community Survey

April - July 2026

Powered by Zencity

How is the overall quality of life in Hermiston?



06

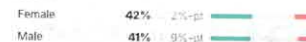
Zencity Community Survey

April - July 2026

Powered by Zencity

How is the overall quality of life in Hermiston? | Demographic Breakdown

Gender



Age



Race/Ethnicity



Education



Income



07

Zencity Community Survey

April - July 2026

Powered by Zencity

Other measures of satisfaction with life in Hermiston

How likely are you to recommend
Hermiston as a place to live?How likely are you to be living in
Hermiston 5 years from now?

08

Zencity Community Survey

April - July 2026

Powered by Zencity

Community Characteristics

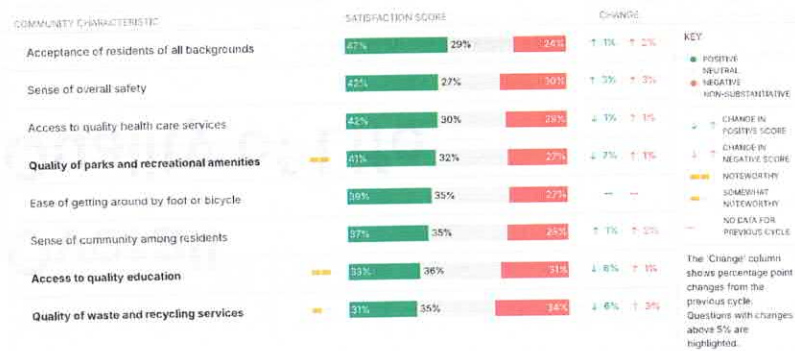
Respondents were asked to rate how satisfied they were with a range of community characteristics on a scale from 1 (Poor) to 5 (Excellent).

09

Zencity Community Survey

April - July 2026

Powered by Zencity



10

Zencity Community Survey

April - July 2026

Powered by Zencity



11

Zencity Community Survey

April - July 2026

Powered by Zencity

Focus Areas

The next pages highlight community characteristics of interest and provide insights into these characteristics, along with breakdowns by relevant groups for further analysis.

These insights are designed to support targeted strategic planning and deeper analysis. Where applicable, follow-up questions were included, focusing on responses that highlighted challenges (e.g., low ratings).

Follow-up questions in Zencity surveys gather detailed feedback, clarify responses, or provide context triggered by prior answers to help address issues or improve services.

18

Zencity Community Survey

April - July 2026

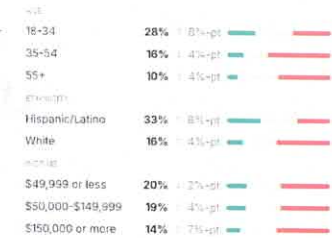
Powered by Zencity

Availability of a variety of art and cultural events

18% $\uparrow$ 2%

Neutral
31% $\downarrow$ 5%

Negative
51% $\uparrow$ 2%



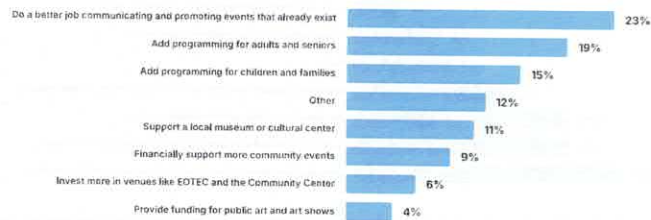
19

Zencity Community Survey

April - July 2026

Powered by Zencity

What is the most important thing you think Hermiston can do to improve the availability of a variety of art and cultural events?



To view the full question breakdown, visit your Zencity [dashboard](#).

20

Zencity Community Survey

April - July 2026

Powered by Zencity

Ease of getting around by foot or bicycle

39% $\uparrow$ 2%

Neutral
35%

Negative
27%



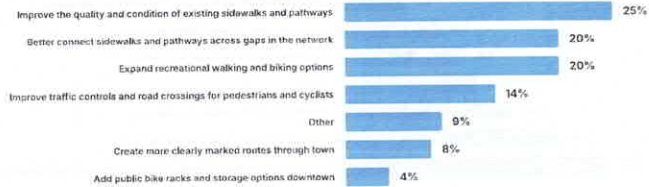
21

Zencity Community Survey

April - July 2026

Powered by  Zencity

What is the most important thing you think Hermiston can do to improve the ease of getting around by foot or bicycle?



To view the full question breakdown, visit your Zencity [dashboard](#)

22

Zencity Community Survey

April - July 2026

Powered by  Zencity

Sense of overall safety



SENSEX



AGE



ETHNICITY



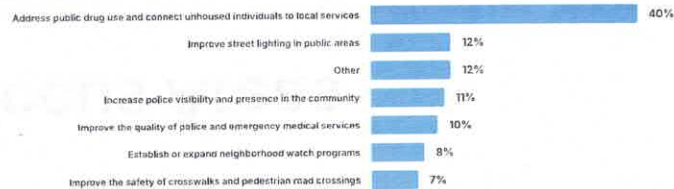
23

Zencity Community Survey

April - July 2026

Powered by  Zencity

What is the most important thing you think Hermiston can do to improve your sense of overall safety?



To view the full question breakdown, visit your Zencity [dashboard](#)

24

Zencity Community Survey

April - July 2026

Powered by  Zencity

Rotating Survey Section

The rotating survey section focuses on areas of interest each cycle and can be updated as new areas of interest emerge.

33

Zencity Community Survey

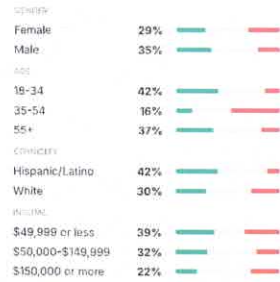
April - July 2026

Powered by Zencity

How satisfied are you with the recreation and health and wellness facilities available in Hermiston?

32%

Neutral 41%
Negative 27%



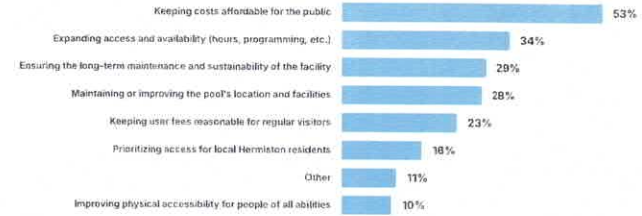
34

Zencity Community Survey

April - July 2026

Powered by Zencity

When thinking about Hermiston's public pool, which of the following are your top priorities?



To view the full question breakdown, visit your Zencity [dashboard](#)

35

Zencity Community Survey

April - July 2026

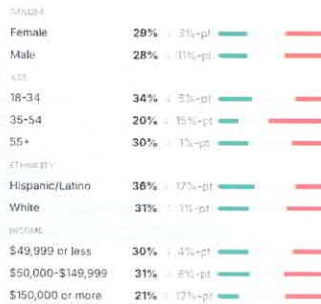
Powered by Zencity

On a scale of strongly disagree to strongly agree, do you feel Hermiston is growing in the right direction?

28%

Neutral 34% + 6%
Negative 37% + 12%

— This result is noteworthy



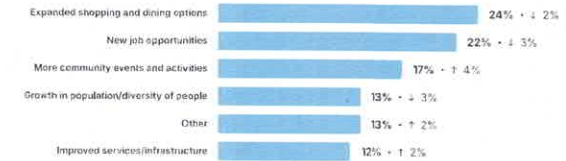
36

Zencity Community Survey

April - July 2026

Powered by Zencity

Which aspect of Hermiston's recent growth do you appreciate the most?



To view the full question breakdown, visit your Zencity [dashboard](#)

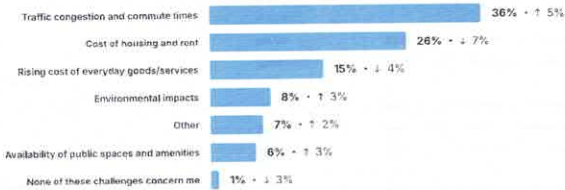
37

Zencity Community Survey

April - July 2026

Powered by  Zencity

Which of the following challenges related to Hermiston's growth concern you the most?



To view the full question breakdown, visit your Zencity [dashboard](#)

**Amendment #12 to
CITY MANAGER EMPLOYMENT AGREEMENT AMENDMENT**

This amendment is agreed to this 24th day of August, 2026 by and between the City of Hermiston, an Oregon municipal corporation, hereinafter referred to as "City" and Byron D. Smith, hereinafter referred to as "City Manager", both of whom agree to amend the original City Manager Employment Agreement dated July 14, 2014 as amended on August 24, 2015; August 22, 2016; August 28, 2017; August 27, 2018, September 9, 2019, August 24, 2020, August 23, 2021, August 22, 2022, August 28, 2023, August 26, 2024, and August 25, 2025.

Whereas, Byron D. Smith has successfully completed twelve years of service as the Hermiston City Manager; and

Whereas, both the City of Hermiston and Byron D. Smith desire to amend the aforementioned employment agreement;

NOW, THEREFORE, the City and the City Manager agree to the following amendments to the original 2014 Employment Agreement as amended:

5. SALARY AND BENEFITS

...

- I. Wellness Pay. The City will pay City Manager five hundred fifty dollars (\$550) per month for health and wellness activities not covered by current health insurance programs.

IN WITNESS THEREOF, the City of Hermiston by its City Council has caused this amendment to be signed and executed on its behalf by the Mayor.

DATED this 24th day of August 2026

CITY OF HERMISTON:

CITY MANAGER:

Doug Primmer
Mayor

Byron D. Smith
City Manager



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of August 10, 2026

Title/Subject

Ordinance No. 2385 – Amend Article V of Chapter 33 titled Initiative and Referendum

Summary and Background

The City Council is asked to consider a proposed ordinance that amends Article V of Chapter 33 of the Hermiston Municipal Code to establish a residency requirement for persons filing initiative or referendum petitions for City measures. The amendment clarifies that a person filing such a petition must be a resident of the City of Hermiston.

Oregon Constitution, Article IV, section 1(5), reserves the initiative and referendum powers to the qualified voters of each municipality as to all local, special, and municipal legislation.

Section 33.60 of the Hermiston Municipal Code provides that, except as otherwise provided in Chapter 33, the general laws of the State of Oregon concerning initiative and referendum apply to any initiative or referendum of a City measure.

ORS 250.265 through 250.346 establish the procedures for initiative and referendum petitions relating to city measures. Under ORS 250.265, before circulating a petition to initiate or refer a city measure, the petitioner must file a prospective petition with the city elections officer. The statute designates chief petitioners but does not specify residency or other qualifications for the person filing the prospective petition.

Currently the only additional requirement related to initiatives and referendums is HMC 33.62 which establishes certain filing deadlines and procedures for initiative petitions.

Chapter 33 does not expressly identify who is qualified to file an initiative or referendum for a City measure. ORS 250.005(2) defines "elector" as "an individual qualified to vote under section 2, Article II, Oregon Constitution.

Requiring a person filing an initiative petition or referendum petition for a City measure to be a resident of the City of Hermiston promotes local accountability and ensures that those seeking to place measures on the City ballot have a direct stake in the outcome of such measures. It will ensure that local legislation is initiated and referred by members of the community who will be governed by the resulting enactments and who are directly affected by City policies. The proposed resident requirement will apply only to the person filing the prospective petition with the City elections officer, not to petition circulators or signers.

Tie-In to Council Goals

N/A

Fiscal Information

N/A

Alternatives and Recommendation

Alternatives

1. Adopt Ordinance No. 2385
2. Amend Ordinance No. 2385
3. Reject Ordinance No. 2385

Recommended Action/Motion

Motion to approve Ordinance No. 2385 as presented

Submitted By:

Richard Tovey

Byron Smith

ORDINANCE NO. 2385**AN ORDINANCE AMENDING ARTICLE V “INITIATIVE AND REFERENDUM” OF CHAPTER 33 OF THE HERMISTON MUNICIPAL CODE**

WHEREAS, Article V of Chapter 33 of the Hermiston Municipal Code is titled Initiative and Referendum; and

WHEREAS, §33.60 of the Hermiston Municipal Code provides that, except as provided in Chapter 33, the general laws of the state concerning initiative and referendum apply to any initiative or referendum of a city measure; and

WHEREAS, Chapter 33 further establishes filing deadlines for initiative petitions but nothing regarding who may file an initiative or referendum of a city measure; and

WHEREAS, the City Council finds it necessary to define the qualifications of a petitioner to file an initiative petition or referendum of a city measure; and

WHEREAS, the City Council finds that requiring a person filing an initiative or referendum for a city measure to be a resident of the City of Hermiston promotes local accountability and is in the best interest of the City. Now therefore,

THE CITY OF HERMISTON ORDAINS AS FOLLOWS:

(New language is in red and underlined and repealed language has a line through it.)

Section 1. Article V of Chapter 33 of the Hermiston Municipal Code is amended as follows:

ARTICLE V INITIATIVE AND REFERENDUM**§ 33.60 ADOPTION OF STATE LAW.**

Except as provided in this chapter, the general laws and administrative rules of the state concerning initiative and referendum shall apply to any initiative or referendum of a city measure.

§ 33.61 FILING DEADLINE FOR INITIATIVE PETITIONS.

The date the first signature of an initiative petition is affixed shall be no later than 90 days after the issuance of the ballot title for the measure, and the initiative petition shall be filed with the City Recorder for certification and approval no later than 180 days after the date the first signature on the petition has been affixed.

§ 33.62 CHIEF PETITIONERS FOR INITIATIVE, REFERENDUM TO BE ELECTORS OF THE CITY OF HERMISTON

No petition for initiative or referendum filed with the city shall be valid unless all Chief Petitioners are qualified electors under state law and reside within the city at the time of filing

and remain qualified electors and a resident of the city through the entire initiative or referendum process, including the election.

Section 2. All other provisions of the Hermiston Municipal Code remain unchanged and in full effect.

Section 3. The City Recorder is hereby authorized to correct any scrivener's errors and to conform the revisions to the Hermiston Municipal Code with appropriate numbering.

Section 4. This ordinance shall take effect on the 30th day after its adoption.

ADOPTED by the Common Council this 14th day of September 2026.

SIGNED by the Mayor this 14th day of September 2026.

Doug Primmer, Mayor

ATTEST:

Lilly Alarcon-Strong, CMC City Recorder



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of September 14, 2026

Title/Subject

Resolution 2441: Wastewater & Domestic Water Utility Agreement.

Summary

This resolution will approve an agreement with Amazon Web Services related to wastewater & domestic water supply.

Background

The City expanded its Urban Growth Boundary and annexed approximately 800 acres of industrial land south of Feedville Road in January, 2026. That was preceded by approval by the City Council in the Fall of 2025, and included extensive final findings pertaining to various utility impacts, with work on those and presentations to Council dating back more than two years ago to 2024.

City Council was presented with a wastewater project stemming from that work at its [March 23, 2026 meeting](#) which would install a new sewer main in Feedville Road and Highway 207. City Council approved the project with 73.6% of the project funding coming from the company, and the remainder coming from the City with State of Oregon financing. This agreement finalizes the terms of the arrangement with the initial customer.

There are three overall services itemized in the agreement: Sewer, Potable Water, and Non-Contact Cooling Water discharge.

- Potable Water: The maximum of 7,500 gallons per day (gpd) of potable water listed in this agreement is not a significant volume which would otherwise warrant such an agreement, and is similar to a use such as a car wash (~9,000gpd), and significantly less than uses like an elementary school, which uses 50,000+gpd. This water is largely intended for employee-related activities (drinking, toilet flushing, hand-washing, etc.).
- Sewer Service: The maximum of 7,500gpd of sewer service listed in the agreement is similarly not a significant volume which would not otherwise warrant such an agreement.
- Temporary Non-Contact Cooling Water Discharge (NCCW): This water will be accepted for up to two years as the company finishes an alternative discharge option outside of the

City of Hermiston's utility. This will be cooling water that has the potential to reach relatively large peak volumes. To address peaking issues, this agreement limits the maximum instantaneous flow from the site to no more than 75 gallons per minute; likely achieved by on-site storage by the company, and physically regulated by the City.

The sewer main discussed in the agreement is nearly through final design, is anticipated to be advertised for construction this Fall, with completion anticipated in Fall '27.

Tie-In to Council Goals

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

Fiscal Information

This agreement obligates the company to reimburse the City for \$4,610,000 for installation of the new sewer main.

- Potable Water: The company will pay standard City of Hermiston water rates as they exist in the future at the time of billing.
- Sewer Service: The company will pay standard City of Hermiston sewer rates, including any potential Industrial Pretreatment Program surcharges which may apply, as they exist in the future at the time of billing.
- Temporary NCCW: The City does not currently have a separate NCCW rate established, but if one is being developed, the company will pay that rate as it exists at the time of billing. Until that time, the company will pay standard City of Hermiston sewer rates, including any potential Industrial Pretreatment Program surcharges, as they exist in the future at the time of billing.

Therefore, this agreement is largely about the capital construction costs associated with the new sewer main. Future operational rates remain within the purview of the City Council.

Alternatives and Recommendation

Alternatives

1. Approve Resolution 2441
2. Reject Resolution 2441
3. Table Resolution 2441

Recommended Action/Motion

Approve Resolution 2441

Submitted By:

Mark Morgan

RESOLUTION NO. 2441**A RESOLUTION AUTHORIZING A WATER AND WASTEWATER SERVICE AGREEMENT WITH AMAZON WEB SERVICES AND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY**

WHEREAS, the City of Hermiston ("City") provides water and wastewater services within the city limits; and

WHEREAS, Amazon Data Services, Inc. (AWS") is requesting the City to provide standard sewer service, water service, and to provide non-contact cooling water discharge service for a temporary period; and

WHEREAS, the agreement for Water and Wastewater Service is attached and incorporated herein; and

WHEREAS, this agreement also finalizes the arrangements for a wastewater project that will install a new city sewer main in Feedville Road and Highway 207 with 73.6% of the project funding coming from AWS and the remainder to be paid by the City; and

WHEREAS, the City has the capacity to provide the services in the agreement.

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

1. That the Water and Wastewater Service Agreement is authorized.
2. That City Manager is hereby authorized to execute and deliver the Water and Wastewater Service Agreement with such changes, additions, deletions and modifications as the City Manager may approve.
3. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 14th day of September 2026.

SIGNED by the Mayor this 14th day of September 2026.

Doug Primmer, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER

AWS WATER AND WASTEWATER SERVICE AGREEMENT

COVER SHEET

This Water and Wastewater Service Agreement is between the Amazon Entity and the Provider identified below (the “**Parties**”), is made as of the Effective Date identified below (“**Effective Date**”), and includes this Cover Sheet, the Terms and Conditions, Exhibits, and any written supplements (“**Agreement**”).

The Parties to this Agreement are:

Amazon Entity:	Amazon Data Services, Inc. (“ AWS ”)
Provider:	City of Hermiston (“ Provider ”)
Effective Date:	The date this Agreement is executed by both Parties.
Project:	ADS data center site known as PDX150 located east of Highway 207 between Feedville Road and Hinkle Road, which exact location will be confirmed by ADS in a written notice before 1/1/2027.

Each Party’s contacts to receive notices about this Agreement are:

AWS	Provider
Amazon Data Services, Inc. 410 Terry Avenue North Seattle, WA 98109 Email: Infraenergy@amazon.com	City of Hermiston 180 NE 2 nd Street Hermiston, OR 97838
Legal Notices:	Legal Notices:
410 Terry Avenue North Seattle, WA 98109 Attention: General Counsel (AWS) Email: contracts-legal@amazon.com , infraenergy@amazon.com	180 NE 2 nd Street Hermiston, OR 97838 Attention: Byron Smith, City Manager Email: bsmith@hermiston.or.us Copy to: Rich Tovey, City Attorney Email: rtovey@hermiston.or.us

Key Terms:

Table 1: Service Specifications			
Provider Service:	Sewer Service	Potable Water	Temporary Non-Contact Cooling Water (NCCW) Discharge Service*
Infrastructure Design Improvements and Specifications:	Exhibit 1	Exhibit 1	Exhibit 1
Rate, in gallons per minute (GPM) or gallons per day (GPD):	7,500.00 /GPD	7,500.00 /GPD	75/ GPM
Pounds per Square Inch (PSI):**	N/A	50-70	N/A
Delivery Date:	11/05/2027	11/05/2027	11/05/2027

*Temporary NCCW discharge service will have an initial term of 2 years, which can be renewed in 1-year increments upon mutual written agreement between the Provider and AWS. Temporary NCCW discharge will be subject to the City's prevailing Industrial Pretreatment Program.

** Include high and low range

Table 2: AWS Reimbursement			
Provider Service:	Sewer Service	Potable Water	Other: interim non-contact cooling water (NCCW) discharge service
AWS Infrastructure Reimbursement Amount:	\$4,610,000.00	\$0	\$0

Table 3: Water Service Rates			
Provider Service:	Sewer Service	Potable Water	Temporary NCCW Discharge Service

Service Rate:	The then-current rate as it exists at the time of usage as set in the City of Hermiston Master Fee Schedule found at https://www.hermiston.gov	The then-current rate as it exists at the time of usage as set in the City of Hermiston Master Fee Schedule found at https://www.hermiston.gov	The then-current rate as it exists at the time of usage as set in the City of Hermiston Master Fee Schedule found at https://www.hermiston.gov
Billing and Payment	In accordance with the billing and payment terms of this Agreement.		

DRAFT

Agreed to by both Parties as of the Effective Date:

AMAZON DATA SERVICES, INC.

By: _____

Name: _____

Title: _____

Date Signed: _____

CITY OF HERMISTON

By: _____

Name: _____

Title: _____

Date Signed: _____

DRAFT

AWS WATER AND WASTEWATER SERVICE AGREEMENT

TERMS AND CONDITIONS

ARTICLE 1 – WATER AND SEWER INFRASTRUCTURE

1.1 Provider Infrastructure Obligations.

(a) **Infrastructure Delivery.** Provider will design, engineer, construct, install, operate, maintain, and undertake all other work, including the securing of property rights and easements, to deliver the Infrastructure in accordance with the Service Specifications, Good Utility Practice, and Applicable Law.

(b) **Delivery Delay Obligations.** If AWS, in its reasonable belief, or Provider believes that the Infrastructure necessary to provide a Provider Service will not be completed by the Delivery Date indicated in Table 1, then the Provider will provide AWS with an equivalent alternative source of such Provider Service (“**Alternate Service**”) beginning on the applicable Delivery Date. Provider will bill AWS, and AWS will be required to pay, for an Alternate Service in accordance with the rate in Table 3 of the Cover Sheet for the Provider Service it is replacing, and any excess or additional costs associated with providing the Alternate Service will be at Provider’s sole cost and expense. Provider will obtain any additional permits, agreements, waivers, or permissions necessary to provide an Alternate Service.

(c) **Reporting and Inspection.** Beginning on the 30th day following the Effective Date and continuing each month through completion of construction of the Infrastructure, the Provider will provide AWS a written report (“**Monthly Report**”) on the Provider’s permitting and construction progress in the form shown in Exhibit 2. AWS may comment on the Monthly Report, inspect progress during construction, and monitor and test for compliance with design specifications. Provider will provide AWS and AWS’s employees and agents physical access necessary for inspection of construction progress.

1.2 AWS Infrastructure Reimbursement Obligations.

(a) **Infrastructure Cost Reimbursement.** AWS will reimburse the Provider up to the AWS Infrastructure Reimbursement Amounts set out in Table 2 of the Cover Sheet for actual, document and undisputed costs incurred by the Provider or its agents to design and construct the Infrastructure, in accordance with this Section.

(b) **Cost Changes.** The AWS Infrastructure Reimbursement Amounts set forth in Table 2 may not be modified without the prior written consent of AWS.

(c) **Reimbursement Schedule.** Within 30 days of the Effective Date, Provider will deliver to AWS a schedule of estimated monthly reimbursement amounts. The

schedule will show estimated reimbursement amounts, broken out by each Provider Service indicated in Table 1 of the Cover sheet, through each applicable Delivery Date. Upon AWS's request, the Provider will update the schedule of estimated monthly reimbursement amounts as the project progresses. To the extent Provider considers there are additional necessary tasks which exceed the AWS Infrastructure Reimbursement Amounts set out in Table 2 of the Cover Sheet, Provider shall notify AWS of such costs and the Parties will negotiate and agree any mutually acceptable amendments to this Agreement to address any such additional necessary tasks. AWS will not have any obligation to reimburse Provider's costs of such additional necessary tasks in the absence of an executed amendment to this Agreement.

(d) **Monthly Billing.** On or before the 10th day of each month of the Term, the Provider will provide AWS with an invoice of the actual costs of the Infrastructure incurred by Provider or its agents during the preceding month and any amount in arrears. The Provider's invoice must include reasonable documentation acceptable to AWS showing actual costs and expenses incurred. AWS will pay undisputed amounts owed to the Provider within 30 days of receipt of the Provider's invoice for such amounts.

1.3 **Latecomer Connection Charge.** If the Provider receives a request to connect to the Infrastructure from a Latecomer, it will provide written notice of such request to AWS within 5 business days. For 5 years after the completion date of any Infrastructure, the Provider will impose a connection charge from any and all Latecomers that connect to such Infrastructure (a "**Latecomer Connection Charge**") prior to allowing the Latecomer to connect to the Infrastructure. AWS may in its sole discretion waive a Latecomer Connection Charge. Each Latecomer Connection Charge will be calculated based on the Latecomer's proportionate use of the Infrastructure consistent with the Latecomer Charge Methodology. Provider will pay to AWS the full amount of any and all Latecomer Connection Charges collected pursuant to this Section within 30 days of receipt of funds from the Latecomer.

1.4 **Provider Operation, Maintenance and Repair Obligations.** The Provider will operate and maintain, repair, and upgrade as necessary, the Potable Water System, Non-Potable Water System and Sewer System in a manner consistent with Good Utility Practice and in accordance with all Applicable Law.

1.5 **Construction Step-In Events.** If AWS reasonably believes that any or all of the Infrastructure will not be completed by the applicable Delivery Date, and, in AWS's reasonable belief, the Provider is unable to provide Alternate Service by the Delivery Date, then AWS may require Provider to provide, for AWS's approval, its detailed plan for timely completion of the Infrastructure (the "**Recovery Plan**"). If Provider fails to provide a Recovery Plan acceptable to AWS within 20 business days, or fails to comply with an approved Recovery Plan, to such an extent that AWS reasonably believes will result in a delay of more than 2 weeks to the applicable Delivery Date (or such other date as may have been included in the approved Recovery Plan), then, upon written notice to Provider, AWS may take over construction of any or all of the Infrastructure using all or any portion of the contractors hired by Provider, or other contractors selected by AWS (a "**Construction Step-in Event**"). If AWS elects to complete the Infrastructure

construction with Provider's contractors, Provider will promptly assign the relevant contracts to AWS. All work performed by AWS with respect to a Construction Step-in Event will be in accordance with Applicable Law and Good Utility Practice. Construction Step-in Events will be subject to the following provisions:

(a) **Work Following Construction Step-In Event.** Upon receipt of AWS's notice of a Construction Step-in Event, Provider will cease all work related to construction of the Infrastructure subject to a Construction Step-in Event, terminate all contracts, except those to be assigned to AWS or another entity as directed by AWS, and deliver to AWS the parts of the Infrastructure completed by Provider and materials paid for by AWS prior to the Construction Step-in Event, together with any manuals (including as-built drawings). AWS will be responsible for the costs to complete construction of the Infrastructure subject to a Construction Step-in Event.

(b) **Reasonable Assistance.** Upon receipt of AWS's notice of a Construction Step-in Event, Provider will provide reasonable assistance to AWS, consistent with the assistance it would provide to its own contractors and agents.

(c) **Property Rights & Permits.** At AWS's request, Provider will obtain all property rights and easements necessary for AWS to construct the Infrastructure subject to a Construction Step-in Event through whatever means necessary. AWS will reimburse the Provider for the reasonable costs of obtaining property rights and easements. AWS will reasonably assist Provider in acquiring property rights and easements.

(d) **Acceptance Testing.** Within 10 days of AWS's written notification of its completion of construction of the Infrastructure subject to a Construction Step-In Event, the Provider will promptly cause such Infrastructure to be inspected by an independent engineer selected by the Provider and reasonably accepted by AWS (the "Independent Engineer") and tested for meeting the Infrastructure Design Specifications.

(e) **Turnover and Acceptance.** Within 30 days of the completion of construction of Infrastructure subject to a Construction Step-In Event, AWS will turn over, assign, and convey to the Provider, and the Provider will accept, all real and personal property interests related to such Infrastructure including, but not limited to, documents identifying and/or confirming interests in real property, warranties of fitness and other performance guarantees provided by third parties to AWS relating to all facilities, equipment and other property received by AWS, copies of any government approvals, and as-built drawings. The Parties will work cooperatively to transfer to the Provider any (i) governmental approvals held by AWS that, under Applicable Law, must be held by the Provider in order for the Provider to own or operate the Infrastructure at issue and (ii) warranty provided by contractors hired by AWS to complete the Infrastructure being accepted by the Provider. Turnover and acceptance may be accomplished in sections, rather than all Infrastructure at one time.

ARTICLE 2 – TERM, EFFECTIVE DATE, TERMINATION

2.1 Term.

(a) **Initial Term.** This Agreement will take effect on the Effective Date and will remain in effect for 25 years (“**Initial Term**”).

(b) **Renewal Terms.** Upon the expiration of the Initial Term, this Agreement will renew by its own terms for successive 5 year terms (each a “**Renewal Term**”, and together with the Initial Term, “**Term**”) unless AWS provides written notice to the Provider either at least 90 days prior to the expiration of the Initial Term or any Renewal Term that it does not intend to renew the Agreement.

2.2 Termination.

(a) **Termination by AWS.** AWS may terminate this Agreement at any time during the Term by providing written notice to Provider at least 90 days prior to the date of such termination. If AWS terminates this Agreement pursuant to this Section, then AWS’s sole liability and Provider’s exclusive remedy is payment for (i) any outstanding AWS Infrastructure Reimbursement Amounts incurred by Provider as of the termination date and (ii) any Provider Services provided under this Agreement as of the termination date.

(b) **Termination from Closure.** Provider may terminate this Agreement upon 90 days’ prior written notice only if (i) the Project permanently ceases its data center operations for more than 12 consecutive months and at least 3 years has passed from the Effective Date and (ii) Provider has paid AWS all amounts due and owing under this Agreement.

ARTICLE 3 – RATES AND PAYMENTS

3.1 **AWS Obligation to Pay for Provider Services.** AWS will pay for the Provider Services in accordance with the rates contained in Table 3 of the Cover Sheet.

3.2 **Monthly Billing of Provider Services.** The Parties’ obligations with respect to billing, payments, disputes, and delinquencies for Provider Services will be governed by the Billing and Payment provisions contained in Article 1 and Table 3 of the Cover Sheet.

3.3 **Fair Rates.** If Provider modifies its rate structure or proposes any change in rates to AWS or AWS’s customer class, Provider will allocate all costs fairly and reasonably to customers based on Provider’s costs of providing service to each customer class.

3.4 **Measurement of Water Quantity.** The Provider will install, own, operate, and maintain one or more meters that meet all applicable accuracy, precision, and calibration standards established by Good Utility Practice and Applicable Law. The Provider will read each meter recording as necessary to effectuate monthly billing in accordance with this Agreement.

3.5 **Failure to Provide Services.** Provider must provide notice to AWS at least 10 days in advance if Provider Services will be interrupted for maintenance, repairs, or other purposes, or as soon as reasonably possible in the case of unplanned maintenance or a Force Majeure Event,. If for any reason, Provider does not provide Provider Services for more than 24 hours, Provider will supply substitute Provider Services at no additional cost to AWS. If Provider does not provide substitute Provider Services, AWS may provide its own substitute Provider Services and Provider must cooperate to provide access to Infrastructure as needed for AWS to utilize such substitute Provider Services

3.6 **Taxes.** Provider may charge and AWS will pay applicable national, state or local sales or use taxes or value added taxes that Provider is legally obligated to charge ("Taxes"), provided that such Taxes are stated on the original invoice that Provider provides to AWS and Provider's invoices state such Taxes separately and meet the requirements for a valid tax invoice. AWS may provide Provider with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, Provider will not charge and or collect the Taxes covered by such certificate. AWS may deduct or withhold any taxes that AWS may be legally obligated to deduct or withhold from any amounts payable to Provider under this Agreement, and payment to Provider as reduced by such deductions or withholdings will constitute full payment and settlement to Provider of amounts payable under this Agreement. Throughout the term of this Agreement, Provider will provide Amazon with any forms, documents, or certifications as may be required for Amazon to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.

ARTICLE 4 – FORCE MAJEURE EVENT & CHANGE IN LAW

4.1 **Definition.** A Party will not be responsible for any delay or failure to perform to the extent that the delay or failure to perform is caused by an event or circumstance that (a) is beyond the reasonable control of such Party, (b) was not foreseeable at the time of execution of this Agreement, and (c) prevents, hinders or delays such Party in its performance of any (or any part) of its obligations under this Agreement (each, a "**Force Majeure Event**"). Subject to the requirements of the prior sentence, Force Majeure Events may include acts of God, sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes; high winds, lightning, ice storms or other weather event or physical natural disaster of a strength or duration that is not normally encountered in the area of the Project; fire; sabotage; vandalism; terrorism; war; cyber-attacks; invasion; hostilities; rebellion; revolution; requisition, expropriation or compulsory acquisition by any governmental or competent authority; riots; explosion; blockades; insurrection; epidemics; employment strike against a third-party; slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); or interruptions to transportation.

Under no circumstances will the following events constitute a Force Majeure Event: (i) any acts or omissions of any third party under the control or direction of a Party, including, without limitation, any vendor, customer, or supplier of the Party claiming a Force Majeure Event, unless such acts or omissions themselves result from underlying Force Majeure

Events; (ii) changes in economic or market conditions that affect the costs or benefits of a Party's performance or availability of funds to make payments due; (iii) equipment defects; or (iv) any delay in providing, or cancellation of, any approvals by the issuing Governmental Authority unless resulting from an underlying Force Majeure Event.

4.2 Notice and Mitigation. The Party affected by a Force Majeure Event will promptly notify the other Party in writing of such event, giving details of the Force Majeure Event, its anticipated effect on the affected Party's performance under this Agreement, and the steps that the affected Party is taking to remedy the delay. Upon the occurrence of a Force Majeure Event, the affected Party will, as promptly as practicable, use all reasonable efforts to eliminate the cause of such Force Majeure Event, reduce costs, and resume performance under this Agreement. Upon cessation of a Force Majeure Event, the affected Party will provide prompt written notice to the other Party.

4.3 Change in Law. If changes to any legal or regulatory authority materially impact the enforceability or operation of this Agreement, the Parties will negotiate in good faith to amend this Agreement to preserve the benefits of this Agreement to each Party; provided that this Agreement will be enforced and implemented to the fullest extent permitted by Applicable Law, even if no such amendment is agreed to by the Parties.

ARTICLE 5 – INDEMNIFICATION

5.1 Indemnification by the Provider. Provider will indemnify, defend, and hold harmless Amazon and its Affiliates, and their respective directors, officers, employees, representatives, licensees, distributors, contractors, agents successors and assigns ("the AWS Indemnified Parties") from and against all third party claims, demands, injuries (including personal injury, death, and property damage) and legal proceedings and all resulting Damages, arising or resulting from: (1) the negligence or willful conduct of Provider, or any of its officers, employees, agents, representatives, or contractors in connection with performance of their respective obligations under this Agreement; (2) any violation of Applicable Law arising from the activities of Provider, or any of its officers, employees, agents, representatives, or contractors in connection with performance of its obligations under this Agreement; (3) the failure by Provider to fulfill any of its obligations under this Agreement; **except that** AWS Indemnified Parties will not be indemnified hereunder if such Damages arise or result from the gross negligence or willful misconduct of any AWS Indemnified Party or the unexcused breach by AWS of any of its obligations under this Agreement.

5.2 Indemnification by Amazon. Amazon will indemnify, defend, and hold harmless Provider and its Affiliates, and their respective directors, officers, employees, representatives, licensees, distributors, contractors, agents successors and assigns ("**Provider Indemnified Parties**") from and against all third party claims, demands, injuries (including personal injury, death, and property damage) and legal proceedings and all resulting Damages, arising or resulting from: (1) the negligence or willful conduct of Amazon, or any of its officers, employees, agents, representatives, or contractors in connection with performance of their

respective obligations under this Agreement; (2) any violation of Applicable Law arising from the activities of Amazon, or any of its officers, employees, agents, representatives, or contractors in connection with performance of its obligations under this Agreement; (3) the failure by Amazon to fulfill any of its obligations under this Agreement; ***except that*** Provider Indemnified Parties will not be indemnified hereunder if such Damages arise or result from the gross negligence or willful misconduct of any Provider Indemnified Party or the unexcused breach by Provider of any of its obligations under this Agreement.

ARTICLE 6 – WARRANTIES AND COVENANTS

6.1 Supply Chain Standards. To the extent applicable to the Provider’s activities in connection with the Agreement, the Provider will, and will cause its Affiliates to, comply with the Supply Chain Standards. If any updates made to the Supply Chain Standards after the Effective Date are unacceptable to the Provider (acting reasonably and in accordance with Good Utility Practice), the Provider may provide written notice to AWS of the same, including a full explanation. Following AWS’ receipt of such notice, the Parties will work together in good faith to agree to any exceptions from the updates to the Supply Chain Standards.

6.2 Public Announcements. The Provider will not issue, or allow a third party or Affiliate to issue, any public announcement, press release or public statement, or conduct press tours, regarding this Agreement without AWS’s prior written consent, not to be unreasonably withheld. AWS may issue public announcements, press releases, and statements related to this Agreement in its sole discretion. The Provider may disclose information to third parties if such information has already been publicly disclosed by AWS, and the Provider is directly asked to provide such information by the third party.

ARTICLE 7 – DEFAULT AND REMEDIES

7.1 Events of Default. Any of the following actions or inactions by a Party will constitute an “**Event of Default**” if such Party (the “**Defaulting Party**”):

(a) **Breach of Obligations.** Fails to perform any material obligations or covenants under this Agreement, which failure continues for 30 days after written notice from the other Party (“**Non-Defaulting Party**”).

(b) **Insolvency.** (i) Becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (ii) makes a general assignment, arrangement, or composition with or for the benefit of its creditors; (iii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor’s rights, or a petition is presented for its winding-up or liquidation, which proceeding is not dismissed, stayed, or vacated within 30 days thereafter; (iv) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights; (v) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, or other similar

official for it or for all or substantially all of its assets; (vi) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration, or other legal process levied, enforced, or sued on or against all or substantially all of its assets; (vii) causes or is subject to any event with respect to it which, under the applicable law of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vi) inclusive; or (viii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

If the acting party is the Provider:

(c) Fails to provide a Provider Service or Alternate Service by the applicable Delivery Date.

7.2 Remedies for Event of Default. Upon the occurrence of an Event of Default and notice to the Defaulting Party, the Non-Defaulting Party may:

- (a) Suspend performance of its obligations under this Agreement; and
- (b) Receive from the Defaulting Party direct Damages incurred by the Non-Defaulting Party in connection with such Event of Default.

7.3 Limitation of Damages. Damages payable under this Agreement will be limited to direct Damages. In no event will AWS be liable for Damages in excess of the sum of the AWS Infrastructure Reimbursement Amounts set forth in Table 2. Neither Party will be liable for indirect, special, consequential, incidental, exemplary, or punitive Damages including, without limitation, lost profits, lost production, or lost revenues, arising out of this Agreement, except to the extent resulting from a Party's indemnification obligations under this Agreement.

7.4 No Waiver. A Party's failure at any time or times to require strict performance by the other Party of any provision of this Agreement will not waive, affect, or diminish any right of such Party thereafter to demand strict compliance and performance herewith or therewith. Any suspension or waiver of an Event of Default will not suspend, waive, or affect any other Event of Default whether the same is prior or subsequent thereto and whether the same or of a different type. No waiver is effective unless signed in a non-electronic form by the waiving Party.

ARTICLE 8 – MISCELLANEOUS

8.1 Notices. Each Party consents to electronic signatures, unless otherwise specified herein. All notices under this Agreement must be written, and in English, and notice will be deemed effective when received. All notices will be sent in accordance with the Cover

Sheet. Either Party may from time to time change its notice address by giving the other Party notice of the change in accordance with this Section.

8.2 Severability. If any court of competent jurisdiction or applicable Governmental Authority finds any part of this Agreement invalid or unenforceable, then that part is deemed modified to the extent necessary to render it valid and enforceable. If it cannot be so saved, it will be severed, and the remaining parts will remain in full force and effect.

8.3 Assignment. Except as provided in this Section, neither Party may assign this Agreement without the other Party's prior written consent, which will not be unreasonably withheld. AWS may assign this Agreement to an Affiliate of AWS without the Provider's consent where such Affiliate agrees to be bound by and perform AWS's obligations under this Agreement.

8.4 Non-Waiver. A waiver of one breach under this Agreement is not a waiver of any other breach. No waiver is effective unless signed in a non-electronic form by the waiving Party.

8.5 Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of Oregon, excluding its conflicts of law provisions. Disputes under or related to this Agreement will be resolved in the state or federal courts in the State of Oregon. Provider agrees to that venue and jurisdiction and waives all defenses of lack of personal jurisdiction and inconvenient forum.

8.6 Waiver of Jury Trial. Each Party waives, to the fullest extent permitted by Applicable Law, any right it may have to a trial by jury in respect of any dispute arising out of or relating to this Agreement.

8.7 Survival. Sections 1.1, 1.3, 1.4, 3, 5, 6.2, 6.3, 7.3, 8.5, 8.6, and 8.7 will survive expiration or termination of this Agreement.

8.8 No Third-Party Beneficiaries. Nothing in this Agreement will provide any benefit to any third-party or entitle any third-party to any claim, cause of action, remedy, or right of any kind.

8.9 Relationship of Parties. The Parties are independent contractors, and nothing in this Agreement creates an employer-employee relationship, a partnership, joint venture, or other relationship between the Parties. Neither Party has authority to assume or create obligations of any kind on the other's behalf.

8.10 Entire Agreement; Counterparts. This Agreement, together with all incorporated exhibits and schedules and the NDA, constitute the complete and final agreement of the Parties pertaining to the respective subject matter and supersede the Parties' prior related agreements, understandings, and discussions. Each Party will accept electronic signatures for the execution of this Agreement and execution may be conducted in counterparts, each of which

(including signature pages) is an original, but all of which together is one and the same instrument.

ARTICLE 9 – DEFINITIONS AND INTERPRETATION

9.1 **Interpretation.** The Parties have fully negotiated this Agreement, and it will be interpreted according to the plain meaning of its terms without any presumption that it should be construed either for or against either Party. Words, phrases or expressions not otherwise defined in this Agreement that (i) have a generally accepted meaning in Good Utility Practice will have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Good Utility Practice but that have well known and generally accepted technical or trade meanings, will have such recognized meanings. The symbol “\$” refers to the United States Dollar.

9.2 **Definitions.** As used in this Agreement, the following terms will have the meanings set forth below:

(a) **“AWS Indemnified Party”** means AWS and its Affiliates and their respective directors, officers, employees, agents, representatives, successors, and assigns.

(b) **“Affiliate”** means, with respect to any person, each person that directly or indirectly controls, is controlled by, or is under common control with such designated person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any person, will mean (i) the direct or indirect right to cast at least 50% of the votes exercisable at an annual general meeting (or its equivalent) of such person or, if there are no such rights, ownership of at least 50% of the equity or other ownership interest in such person, or (ii) the right to direct the policies or operations of such person.

(c) **“Applicable Law”** means all laws, statutes, rules, regulations, ordinances, codes, judgments, orders, approvals, tariffs, decrees, and other pronouncements having the effect of law of any Governmental Authority.

(d) **“Damages”** means any liability, judgment, fine, penalty, settlement, expense and cost (including reasonable attorney’s fees).

(e) **“Direct Damages”** means damages that flow from a breach of contract in the ordinary course of events.

(f) **“Good Utility Practice”** means any of the practices, methods, and acts engaged in or approved by a significant portion of the water utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to

the optimum practice, method, or act, to the exclusion of all others, but rather is intended to include acceptable practices, methods, and acts generally accepted in the industry.

(g) **“Governmental Authority”** means any national, state, provincial, local, tribal or municipal government, any political subdivision thereof or any other governmental, regulatory, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, department, bureau, or entity with authority to bind a Party at law.

(h) **“Infrastructure”** means the facilities that will provide each Provider Services to the Project, as set forth in the Infrastructure Design Specifications in Table 1.

(i) **“Latecomer”** means any industrial user who in the future receives potable, non-potable or sanitary sewer services through the Infrastructure constructed pursuant to this Agreement within 5 years of the date of the completion of that Infrastructure.

(j) **“Latecomer Charge Methodology”** means the following calculation:

Latecomer Charge (\$USD) = (Latecomer Capacity/Total Capacity) * Infrastructure Cost

Where:

Latecomer Capacity is the capacity of a Provider Service requested by a Latecomer.

Total Capacity is the total capacity of the applicable Infrastructure.

Infrastructure Cost is the AWS Infrastructure Reimbursement Amount for the applicable Provider Service under this Agreement.

(k) **“Non-Potable Water System”** means a non-potable water supply system owned and operated by Provider to provide non-potable water to industrial users that are customers of Provider.

(l) **“Potable Water System”** means a potable water supply system owned and operated by Provider to provide potable water to residents and businesses that are customers of Provider.

(m) **“Provider Services”** means the water services meeting the Service Specifications set forth in Table 1 of the Cover Sheet. Water services are subject to all provisions of Hermiston Municipal Code Chapters 51 and 52.

(n) **“Sewer System”** means a sewer system owned and operated by Provider that receives and treats wastewater from customers of Provider.

(o) **“Supply Chain Standards”** means the supply chain standards available at: <https://sustainability.aboutamazon.com/people/supply-chain>, as amended from time to time.

DRAFT

EXHIBIT 1
Infrastructure Improvements:

(Mark Responsible Party Where Appropriate)

	Delivery Date	Provider	AWS
Design & engineering services	11/1/2026	X	N/A
Infrastructure construction	11/5/2027	X	N/A
Infrastructure operation	Delivery of infrastructure to end of Term	X	N/A
Infrastructure maintenance	Delivery of infrastructure to end of Term	X	N/A
Obtaining permits	As required to finish infrastructure construction	X	N/A
Obtaining easements	As required to finish infrastructure construction	X	N/A

**AMENDMENT NO. 1
TO
WORK ORDER NO. 2025-6**

Job No. 736-187

PROJECT: CITY OF HERMISTON, OREGON - FEEDVILLE ROAD AND HIGHWAY 207 - UTILITY SYSTEM IMPROVEMENTS

UNDERSTANDING OF AMENDMENT

The following revisions shall be made to the original Work Order associated with the Feedville Road and Highway 207 - Utility System Improvements project dated September 18, 2025, between Anderson Perry & Associates, Inc. (Engineer) and the City of Hermiston (Owner).

The purpose of this Amendment is to incorporate provisions for the connection of interim non-contact cooling water to the Owner's existing sewer system via a metering vault and to revise the anticipated completion date from January 2028 to November 2027. These changes are reflected in the Project Understanding section of the Attached Scope of Work - Amendment No. 1, dated June 22, 2026; no revisions were made to Tasks 1 through 3. Given these changes, the total fee will increase from \$756,000 to \$879,000, an increase of \$123,000.

I. SCOPE OF SERVICES Delete this section in its entirety, and replace it with the following:

In accordance with the Agreement for General Engineering Services dated March 10, 2025, the Owner hereby authorizes the Engineer to perform the following professional engineering services:

Provide professional services for the Feedville Road and Highway 207 - Utility System Improvements project as described in the attached Scope of Work, dated September 18, 2025, and Scope of Work - Amendment No. 1, dated June 22, 2026.

III. BASIS OF PAYMENT Delete this section in its entirety, and replace it with the following:

- ☒ Lump Sum Basis for Task 1 - Design Engineering for a fee of \$400,000.
- ☒ Time and Materials Basis for Task 2 - Construction Engineering and Task 3 - Environmental Review estimated to be \$400,000 and \$79,000, respectively. These amounts will not be exceeded without notification to and approval from the Owner.
- ☐ Other as described hereafter:

This Amendment executed this 23rd day of June 2026.

Engineer
Anderson Perry & Associates, Inc.

Owner
City of Hermiston, Oregon

Chas Hutchins, P.E.
Name

Mark Morgan
Name

Chas Hutchins
Signature

Mark Morgan
Signature

President
Title

Assistant City Manager
Title



Engineering

Surveying

Natural Resources

GIS

SCOPE OF WORK - AMENDMENT NO. 1
CITY OF HERMISTON, OREGON
FEEDVILLE ROAD AND HIGHWAY 207 - UTILITY SYSTEM IMPROVEMENTS
June 22, 2026

PROJECT UNDERSTANDING

This Scope of Work (SOW) outlines the project understanding and services to be performed by Anderson Perry & Associates, Inc. (Engineer) for the Feedville Road and Highway 207 - Utility System Improvements project for the City of Hermiston, Oregon (Owner). The Owner intends to install potable water, sanitary sewer, and non-contact cooling water (NCCW) utilities to serve a future data center located on Feedville Road between Hinkle Road and Highway 207. The project will include connecting to the Owner's existing potable water system in Feedville Road, constructing a new 12-inch sanitary sewer main within public rights-of-way (ROWs) to connect to the Owner's existing sewer system, and installing an 8-inch polyvinyl chloride (PVC) NCCW line with a metering vault that will discharge into the newly constructed sewer system.

The proposed improvements generally include approximately 12,500 linear feet (LF) of 12-inch gravity sanitary sewer main, one railroad crossing, two irrigation canal crossings, approximately 750 LF of 8-inch PVC water main, an 8-inch PVC NCCW pipeline, and associated surface restoration improvements. Construction of these improvements is anticipated to begin in 2027, with substantial completion anticipated by November 2027.

TASK 1 - DESIGN ENGINEERING

No changes.

TASK 2 - CONSTRUCTION ENGINEERING

No changes.

TASK 3 - ENVIRONMENTAL REVIEW

No changes.

ADDITIONAL SERVICES

No changes.

ScpoWrk-Amndmt1_Hermiston_FeedvilleRdHwy207UtilityImp_736-187-000.docx

**Work Order - City of Hermiston, Oregon, and Anderson Perry & Associates, Inc.
Feedville Road and Highway 207 - Utility System Improvements**

Work Order No. 2025-6
Date: September 18, 2025

Job No. 736-187

I. SCOPE OF SERVICES

In accordance with the AGREEMENT FOR GENERAL ENGINEERING SERVICES dated March 10, 2025, the Owner hereby authorizes the Engineer to perform the following professional engineering services:

Provide professional services for the Feedville Road and Highway 207- Utility System Improvements project as described in the attached Scope of Work, dated September 18, 2025.

II. SPECIAL CONDITIONS

SPECIAL CONDITIONS related to this WORK ORDER are as follows: None.

III. BASIS OF PAYMENT

- ☒ Lump Sum Basis for Task 1 - Design Engineering, is estimated to be \$348,000.
☒ Time and Materials Basis for Task 2 - Construction Engineering, is estimated to be \$363,000, and Task 3 - Environmental Review, is estimated to be \$45,000. These amounts will not be exceeded without notification to and approval from the Owner.

IV. AUTHORIZATION OF WORK ORDER

Owner: **City of Hermiston, Oregon**

By: 

Type Name: Mark Morgan

Title: ACM

Acceptance by Vendor: **Anderson Perry & Associates, Inc.**

By: 

Type Name: Chas Hutchins, P.E.

Title: President



Engineering

Surveying

Natural Resources

GIS

SCOPE OF WORK
CITY OF HERMISTON, OREGON
FEEDVILLE ROAD AND HIGHWAY 207 - UTILITY SYSTEM IMPROVEMENTS
August 8, 2025

PROJECT UNDERSTANDING

This Scope of Work (SOW) outlines the project understanding and the tasks that will be performed by Anderson Perry & Associates, Inc. (Engineer) for the Feedville Road and Highway 207 - Utility System Improvements project for the City of Hermiston, Oregon (Owner). The Owner intends to install water, sewer, and non-contact cooling water (NCCW) utilities to a future data center located on Feedville Road between Hinkle Road and Highway 207. This will include tying into the Owner's potable water line in Feedville Road, installing a new sewer main on the public right-of-way (ROW) to connect to the Owner's existing sewer system, and installing an 8-inch polyvinyl chloride (PVC) NCCW line that ties into a future NCCW discharge line from a separate data center located east of the proposed project location. The improvements generally will include approximately 12,500 linear feet (LF) of 12-inch gravity sewer main, one railroad crossing, one irrigation canal crossing, 750 LF of 8-inch PVC water line, and various types of surface restoration. Construction for these improvements is anticipated to occur in 2027 with completion anticipated by January 2028.

Project Management and Coordination

The Engineer will provide project management and coordination of all tasks included in this SOW, including:

1. Prepare for and hold a pre-design coordination meeting with the Owner to review the project and discuss critical design issues, objectives, needs, schedule, etc.
2. Prepare an initial project schedule and updates as needed.
3. Provide monthly invoices and progress reports.
4. Provide quality assurance and quality control review of all documents.

Upon approval by the Owner for the Engineer to proceed, the Engineer will provide services for the project, including the following tasks.

TASK 1 - DESIGN ENGINEERING

Design Engineering

1. Prepare preliminary design documents consisting of final design criteria, preliminary Drawings, outline Specifications, and written descriptions of the project.
2. Complete a topographic design survey of the work area. The topographic design survey will include existing utilities (located by others), fire hydrants, water meters, valves, manholes, etc. A formal request for utility locations within the project boundary will be requested by the Engineer. Much of this survey work has been performed for a prior project and will be incorporated into the additional survey data gathered for this project.

3. Provide necessary mapping from the design survey for the Engineer's design purposes.
4. Visit the site as needed to prepare the design documents.
5. Prepare 60 percent draft Drawings for the proposed improvements for review by the Owner.
6. Prepare a 90 percent draft Advertisement for Bids, Instructions to Bidders, and Bidder's Packet (hereinafter referred to as Bidding Documents) and a draft Agreement, Contract Forms, Conditions of the Contract, Technical Specifications, and Drawings (hereinafter referred to as Contract Documents) for the proposed improvements.
7. Prepare a draft opinion of probable construction cost as part of the draft Bidding and Contract Documents.
8. Make adjustments as needed to the draft opinion of probable construction cost based on the 90 percent Documents.
9. Attend design review meetings with the Owner at the 60 and 90 percent complete stages.
10. Make adjustments as needed to the opinion of probable construction cost and probable total project cost based on the final Bidding and Contract Documents.
11. Prepare and furnish the necessary number of copies of the final Bidding and Contract Documents for use by the Owner, its legal counsel and other advisors as appropriate, and appropriate agencies.

Deliverables

- Kickoff meeting minutes
- Topographic base map including a digital terrain model of the project site
- Bidding and Contract Documents delivered at the 90 percent and final design stages
- Opinion of probable construction cost

Assumptions

- The Owner will handle all negotiations with individual property owners for required easements and any land needing to be acquired for the project.
- A geotechnical investigation will not be required. All bores for the project will be designed to a sufficient diameter that allows for rock breaking and removal as may be needed.
- No utility relocations or storm sewer drainage piping improvements are anticipated to be included in the project design.
- The Engineer will coordinate permitting with Union Pacific Railroad (UPRR), Umatilla County, and Oregon Department of Transportation (ODOT) for bores and work within the ROW. All fees will be paid by the Owner directly and are not included in the estimated Engineer fees.
- The Engineer will prepare Bidding and Contract Documents for the project in accordance with the Engineers Joint Contract Documents Committee - 2018 standard documents.

- The Owner will pay all required plan review and permit fees.
- A topographic survey and construction staking will be provided by the Engineer.
- Unrestricted access to the project area is available to complete the work. The Engineer will coordinate with UPRR, Umatilla County, and ODOT for access to the project area within their corresponding jurisdictions.
- The Owner will secure the necessary land easements, rights-of-way, and construction permits. The Engineer can assist the Owner with these tasks, if requested, as outlined under “Additional Services.”

The Design Engineering services will be considered complete when the final Bidding and Contract Documents are approved by the Owner and other entities having jurisdiction.

TASK 2 - CONSTRUCTION ENGINEERING

After acceptance of the Bidding and Contract Documents by the Owner and appropriate agencies and upon authorization by the Owner to proceed, the Engineer will perform the following tasks.

1. Assist the Owner in advertising and obtaining bids for the work and maintain a record of prospective bidders to whom Bidding and Contract Documents have been issued. The Engineer will attend a pre-bid conference, if held, and answer questions from prospective bidders and suppliers.
2. Prepare and issue addenda as appropriate to clarify, correct, or change the Bidding Documents and/or Contract Documents.
3. Consult with the Owner as to the acceptability of the subcontractors, vendors, suppliers, and other persons and entities proposed by contractors for the portions of the work where acceptability is required by the Bidding and Contract Documents.
4. Attend the bid opening, prepare a bid tabulation, assist the Owner in evaluating bids, and assist in assembling and awarding the contract for the work.
5. After award of the construction contract by the Owner, meet with the Contractor and Owner in a pre-construction conference to discuss project schedules, procedures, etc.
6. Review and take other appropriate action with respect to Shop Drawings, samples, and other data the Contractor is required to submit. Such action is only to determine conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such review or other action will not extend to means, methods, techniques, sequences, procedures of construction, or safety precautions and programs incident thereto.
7. Provide construction surveys and staking, if any as noted in the Contract Documents, to enable the Contractor to perform its work.
8. Receive and review schedules, guarantees, bonds, certificates, other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and other data to be assembled by the Contractor in accordance with the Bidding and Contract Documents.
9. Provide general engineering observation of the work of the Contractor as construction progresses. The Engineer will provide full-time or part-time on-site observation as appropriate, and as approved by the Owner. These observations are not intended to be exhaustive or to extend to every aspect of

the work or to involve detailed inspections of the work. The Engineer will keep the Owner informed as to any known deviations from the general intent of the Contract Documents or agreements made at the pre-construction conference. Copies of regular project observation reports will be sent to the Owner. The Engineer's undertaking hereunder will not relieve the Contractor of the obligation to perform the work in conformity with the Contract Documents and in a workmanlike manner.

The Engineer will not, as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work, nor will the Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor, or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor's furnishing and performing the work. Accordingly, the Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any contractor's failure to furnish and perform their work in accordance with the Contract Documents.

10. The Engineer will not be responsible for any decision made regarding the Contract Documents, or any application, interpretation, clarification, or modification of the Contract Documents, other than those made by the Engineer or its consultants.
11. Legal advice or representation are not included in the Engineer's services.
12. Keep the Owner informed concerning progress of the work and attend meetings held by the Owner, outside agencies, and the Contractor as they relate to the project. All of the Owner's instructions to the Contractor, if any, will be issued through the Engineer.
13. Issue necessary clarifications and interpretations of the Contract Documents as appropriate for the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. The Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
14. Recommend and prepare Change Orders and Work Change Directives for the Owner's approval necessary for the proper completion of the work by the Contractor.
15. Review the Contractor's requests for progress payments and, based on on-site observations by the Engineer and Owner, recommend the amounts the Contractor should be paid. Such recommendations of payment will constitute the Engineer's representation to the Owner, based on such observations and review, that, to the best of the Engineer's knowledge, information, and belief, the work has progressed to the point indicated. In the case of unit price work, the Engineer's recommendations of payment will include determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
16. By recommending payment, the Engineer will not thereby be deemed to have represented that observations made by the Engineer to check the quality or quantity of the Contractor's work as it is performed and furnished to have been exhaustive, extended to every aspect of the Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the Engineer in this SOW. Neither the Engineer's review of the Contractor's work for the purpose of recommending payments nor the Engineer's recommendation of any payment including final payment will impose on the Engineer responsibility to supervise, direct, or control the work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or the Contractor's compliance

with laws and regulations applicable to the Contractor's furnishing and performing the work. It will also not impose responsibility on the Engineer to make any examination to ascertain how or for what purposes the Contractor has used the money paid to the Contractor by the Owner; to determine that title to any portion of the work, including materials or equipment, has passed to the Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between the Owner and the Contractor that might affect the amount that should be paid.

17. Prepare and furnish to the Owner one set of reproducible project Record Drawings showing appropriate record information based on project documentation received from the Contractor, the Engineer's site observations, and the Owner's observations. These Drawings may contain some discrepancies and omissions and will not necessarily represent "exact" field conditions.
18. Following notice from the Contractor that the entire work is ready for its intended use, conduct, along with the Owner, appropriate outside agencies, and the Contractor, a visit to the project site to determine if the work is substantially complete. If, after considering any objections from the Owner, the Engineer considers the work substantially complete, the Engineer will deliver a Certificate of Substantial Completion to the Owner and the Contractor.
19. In company with the Owner's representatives and appropriate outside agencies, conduct a final visit to the project site to determine if the completed work of the Contractor is acceptable so the Engineer may recommend, in writing, final payment to the Contractor.

Deliverables

- Executed Contract Documents
- Project observation reports
- Record Drawings
- Project closeout documentation

Assumptions

- The Owner will be responsible for retaining the services of a qualified licensed construction Contractor to complete the work.
- The Owner will attend the pre-bid conference, bid opening, pre-construction conferences, construction progress, warranty walkthrough, and other project-related meetings and will take timely and appropriate action with respect to Change Orders, Applications for Payment, the Certificate of Substantial Completion, and the Notice of Acceptability of Work.
- Unrestricted access to the project area is available to complete the work. The Engineer will coordinate with UPRR, Umatilla County, and ODOT for access to the project area within their corresponding jurisdiction.
- The estimated fee for "Construction Engineering" in the Work Order is included for budgeting purposes only and is based on an assumed construction time of approximately 12 months.
- The Owner can require either a reduced or increased level of construction review or general engineering review at any time in consultation with the Engineer. In the event an increased level

is required, an agreement will be reached between the Engineer and Owner as to whether additional amounts in excess of the fee estimate provided will be required.

- Should the construction period be increased beyond the time frame mentioned above for any cause, or should the Contractor's performance require an extraordinary amount of review and coordination, etc., the Engineer will be entitled to additional compensation. An increase in construction time may be due to construction time extensions granted by the Owner, failure of the Contractor to complete the work within the allowable construction time, poor quality performance of the Contractor, unusual weather, etc. It is agreed that the Engineer has no control over the actual time required to complete the work, the Contractor's schedule, the quality of the Contractor's performance, unusual weather conditions, etc. All of these conditions could increase the amount of "Construction Engineering" required to properly complete the work. It is agreed that the Owner and the Engineer will negotiate a reasonable compensation for these additional services should additional "Construction Engineering" be required.

The Construction Engineering services will be considered complete when the project is accepted by the Owner and when Record Drawings have been provided to the Owner.

TASK 3 - ENVIRONMENTAL REVIEW

This task includes preparing a cursory environmental review. This will include a desktop review of the project area and potentially affected resources such as wetlands, waterbodies, floodplains, farmland, threatened and endangered species, cultural and historic resources, hazardous materials, recreational areas, land use and zoning, and permitting requirements. A site visit is not included in this work; all reviews will be completed using publicly available databases.

As part of this task, the Engineer will coordinate permitting with Bureau of Reclamation (Reclamation) and the Oregon Department of Environmental Quality (DEQ) for crossing canals and discharging NCCW to a canal. All fees will be paid by the Owner directly and are not included in the estimated Engineer fees.

Deliverables

- An environmental memo summarizing the findings of the environmental review

Assumptions

- Natural resources permitting is not anticipated to be required for the project.
- Unrestricted access to the project area is available to complete the work.
- Two rounds of comments from Reclamation and the DEQ will be addressed.
- A draft DEQ National Pollutant Discharge Elimination permit will be issued so adequate infrastructure can be determined to meet the requirements.

The Environmental Review services will be considered complete when the environmental memo has been provided to the Owner.

ADDITIONAL SERVICES

In addition to the foregoing being performed, the following services may be provided by the Engineer when requested by the Owner in writing. If additional services are requested, the scope and fees will be added by amendment to this SOW or under a separate Work Order.

1. If requested by the Owner, the Engineer may assist the Owner with obtaining any additional permits, applications, outside utility services, etc., as necessary for the work. The Owner will pay all fees associated with any permits and applications, if such fees are required. The Engineer will not be responsible for such fees.
2. Assist the Owner with property surveys, property plats, legal descriptions, and other items necessary for negotiating for land rights and easements. Such work may include appearances before courts and boards on these matters.
3. Redesign work when requested to do so by the Owner. Such work may include changes in the design that are beyond the control of the Engineer and/or changes in the Bidding and Contract Documents after such Contract Documents have been accepted by the Owner.
4. Perform special tests, specialized studies, or tests other than previously outlined herein that may be required on the project.
5. Provide additional administrative services as needed in administering the project, project grants, and other financial assistance programs with outside agencies. Such services may include preparation of requests for funds, reports, coordinating meetings, evaluating audit data, and other support as appropriate to help facilitate the overall project development in accordance with local, state, and federal requirements.
6. Provide additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the work, (2) a significant amount of defective, neglected, or delayed work by the Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) longer construction time than anticipated, or (5) default by the Contractor.
7. Perform soil tests and borings as required to evaluate subsurface soil conditions.
8. Provide post-construction engineering services as required. These services could include, but are not limited to, the following.
 - Together with the Owner, visit the project to observe any apparent defects in the completed work, assist the Owner in consultations and discussions with the Contractor concerning correction of such defects, and make recommendations as to replacement or correction of defective work.
 - In company with the Owner, perform a warranty site visit for the project in the eleventh month following Substantial Completion to ascertain whether items of construction are subject to correction.

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CITY OF HERMISTON, OREGON
FEEDVILLE ROAD AND HIGHWAY 207 - UTILITY SYSTEM IMPROVEMENTS
PRELIMINARY COST ESTIMATE - UPDATE
May 2026

NO.	ITEM	UNIT	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
1	Mobilization (not to exceed 5% of Total Bid Price)	LS	\$ 183,000	All Req'd	\$ 183,000
2	Temporary Protection and Direction of Traffic/Project Safety	LS	100,000	All Req'd	100,000
3	Erosion and Sediment Control	LS	15,000	All Req'd	15,000
4	Removal of Structures and Obstructions	LS	40,000	All Req'd	40,000
5	Electrical Service for Metering Vaults	LS	40,000	All Req'd	40,000
Sewer					
6	12-inch Polyvinyl Chloride (PVC) Sewer Line	LF	100	12,500	1,250,000
7	6-inch PVC Sewer Service Line	LF	80	600	48,000
8	Connection to Existing Manhole	EA	2,000	1	2,000
9	Railroad Jack and Bore	EA	300,000	1	300,000
10	Manholes	EA	9,000	32	288,000
11	Irrigation Canal Crossing (Bored)	EA	200,000	2	400,000
Water					
12	PDX150 Valves and Meter Vault	EA	200,000	1	200,000
13	Connection to Existing Water Line	EA	10,000	1	10,000
14	12-inch Ductile Iron Fire Line	EA	15,000	1	15,000
15	4-inch Water Meter Installation	EA	23,000	1	23,000
Non-Contact Cooling Water (NCCW)					
16	8-inch PVC Main Line	LF	130	750	97,500
17	Connection to Existing NCCW Line	EA	5,000	1	5,000
18	NCCW Metering and Sampling Vault	EA	300,000	1	300,000
19	8-inch Gate Valve	EA	2,500	3	7,500
General					
20	Asphalt Surface Restoration	SY	80	4,500	360,000
21	Gravel Surface Restoration	SY	20	9,200	184,000
22	General Surface Restoration	SY	10	11,000	110,000
23	Driveway Restoration	SY	50	350	17,500
24	Hydroseed Restoration	SY	3	1,500	4,500
Total Estimated Construction Cost					\$ 4,000,000
Construction Contingencies (20%)					800,000
Design and Construction Engineering (20%)					800,000
Permitting, Environmental, Cultural Resources (2%)					79,000
TOTAL ESTIMATED PROJECT COST (2026)					\$ 5,679,000
					1 583,000
TOTAL ESTIMATED PROJECT COST (2027)					\$ 6,262,000



**CITY OF
HERMISTON, OREGON**
**FEEDVILLE AND HIGHWAY 207 -
UTILITY SYSTEM IMPROVEMENTS**

PRELIMINARY COST ESTIMATE

**TABLE
1**

EXHIBIT 2 FORM OF MONTHLY REPORT

Provider will prepare a written report each month on its progress relative to the development and construction of the Infrastructure. The report must be uploaded as a single Adobe Acrobat file to a WorkDocs link (or similar online portal) as directed by AWS by no later than the 5th Business Day after each month, or as otherwise directed by AWS in writing.

Each Monthly Report must include the following items:

1. Cover page.
2. Brief Project description.
3. Site plan showing progress in easement acquisition and construction progress.
4. Description of any planned changes to the Project.
5. Bar chart schedule showing critical path schedule of major items and activities.
6. PERT or GANT chart showing critical path schedule of major items and activities.
7. Summary of activities during the previous month.
8. Forecast of activities scheduled for the current month.
9. Written description about the progress relative to Provider's schedule.
10. List of issues that could potentially impact Provider's schedule.
11. Enumeration and schedule of any support or actions requested of AWS.
12. Progress and schedule of all agreements, contracts, permits, approvals, land rights acquisitions, technical studies, financing agreements and major equipment purchase orders showing the start dates, completion dates, and completion percentages.
13. A status report of start-up activities including a forecast of activities ongoing and after start-up.
14. Pictures, in sufficient quantity and of appropriate detail, to document construction and startup progress of the Provider Service.
15. A tracker showing spending and remaining budget.



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of September 14, 2026

Title/Subject

Resolution 2442: Regional Infrastructure Fund Grant Application

Summary

This resolution will support submission of an application to the State of Oregon's Regional Infrastructure Fund to support construction of a sewer main.

Background

The State of Oregon's [Regional Infrastructure Fund](#) allocates \$10 million toward infrastructure projects which are immediately ready to construct, and guarantees at least \$500,000 toward each region of the state. The intention of the fund is to specifically support one of the statewide needs of Housing, Childcare, or Economic Development.

Resolution 2416 authorized financing for construction of a 13,000 foot sewer main project in Feedville Road and Highway 207. Resolution 2441 follows up with establishing the private-sector contribution toward the project.

The project supports future housing development by overcoming one of the most expensive obstacles toward developing the 350 acres of residentially zoned land in SW Hermiston, which has had legitimate development interest in the past for construction of more than 1,000 housing units, by extending sanitary sewer infrastructure to that area.

This resolution (2442) looks to minimize the City of Hermiston's financial contribution toward the project by supporting an application to the RIF to help cover the City's portion.

Tie-In to Council Goals

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

Fiscal Information

This is an application for an undetermined amount of competitive grant funding, up to \$1 million, and should be viewed as 'icing on the cake.' This funding opportunity points to the challenges often faced with competitive grant funding which can only be overcome through

courageously advancing important projects. This opportunity requires 'development ready' projects with fully designed plans ready to bid; which of course takes upfront investment and commitment to deliver on a project. I am hopeful that through the size and impact of this project, combined with the private sector contribution, it will compete well for this funding opportunity; however it is unclear what the final funding amount might be.

Alternatives and Recommendation

Alternatives

1. Approve Resolution 2441
2. Reject Resolution 2441
3. Table Resolution 2441

Recommended Action/Motion

Approve Resolution 2441

Submitted By:

Mark Morgan

RESOLUTION NO. 2442

A RESOLUTION AUTHORIZING AN APPLICATION FOR A REGIONAL INFRASTRUCTURE FUND GRANT AND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY

WHEREAS, the City of Hermiston (“City”) in Resolution No. 2416 authorized financing for construction of a 13,000 foot sewer main project in Feedville Road and Highway 207 (“Project”); and

WHEREAS, Resolution No. 2441 established a private sector contribution toward the project; and

WHEREAS, the State of Oregon through the Regional Infrastructure Fund (“RIF”) allocates \$10,000,000 toward infrastructure projects which are immediately ready to construct and guarantees at least \$500,000 toward each region of the state. The intention of the fund is to specifically support one of the statewide needs of Housing, Childcare, or Economic Development; and

WHEREAS, extending the sanitary sewer main will support future housing development by overcoming one of the most expensive obstacles toward development of the 350 acres of residentially zoned land in southwest Hermiston; and

WHEREAS, application for the grant funding looks to minimize the City of Hermiston’s financial contribution toward the project by supporting an application to the RIF to help cover the City’s portion of the Project.

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

1. That the application for a Regional Infrastructure Fund Grant is authorized.
2. That City Manager is hereby authorized to execute and deliver the Regional Infrastructure Fund Grant application with such changes, additions, deletions and modifications as the City Manager may approve.
3. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 14th day of September 2026.

SIGNED by the Mayor this 14th day of September 2026.

Doug Primmer, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER