



CITY COUNCIL

AGENDA

MONDAY, AUGUST 28, 2023

COUNCIL CHAMBERS - 180 NE 2ND ST.

Where Life is Sweet

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

Zoom with Meeting ID: 862 2614 4112 Passcode: 203345 Telephone number to join is: 1 253 215 8782; or submitting comments to meetings@hermiston.or.us

1. **CALL COUNCIL/CITY MANAGER WORK SESSION MEETING TO ORDER - 6:00 PM**
 - A. Utility, Franchise, Water, & Sewer Fees
2. **ADJOURN WORK SESSION MEETING**
3. **CALL REGULAR MEETING TO ORDER – 7:00 PM**
4. **DECLARATION OF QUORUM**
5. **FLAG SALUTE**
6. **PROCLAMATIONS, PRESENTATIONS AND RECOGNITIONS**
 - A. Recognition - Hermiston Family Aquatic Center Employees
7. **CITIZEN INPUT ON NON-AGENDA ITEMS**

Anyone wishing to bring anything before the council that is not on the agenda is asked to please do the following: 1. Please limit comments to not more than FIVE minutes; 2. State your name and address; 3. Direct your comments to the Chair.
8. **CONSENT AGENDA**
 - A. Committee Vacancy Announcements
 - B. Committee Appointment Recommendation of Christa Guerrero for: Planning Commission Position 5- term ending 03/31/2026
 - C. Minutes of the August 14th Work Session and Regular City Council Meetings
9. **ITEMS REMOVED FROM CONSENT AGENDA**

10. PUBLIC HEARINGS

- A. Appeal of Planning Department Decision- SA Smith LLC 4N2814BB TL 102 & 300-945 S Hwy 395

11. ORDINANCES AND RESOLUTIONS

- A. Resolution 2287- Temporary water and wastewater service agreement with Amazon Data Services, Inc. (ADS).
- B. Resolution 2288- Regional Water System Phase 2 Pump & Motor Procurement
- C. Resolution 2289- Regional Water System Phase 2 Controls Procurement
- D. Resolution No. 2290 – Authorizing an Information Technology Services Agreement with the Umatilla Rural Fire Protection District

12. OTHER

- A. July 2023 Financial Report

13. COMMITTEE REPORTS

- A. City Committee and Liaison:

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

- B. Mayor's Report
- C. Council Report
- D. Youth Advisory Report
- E. Manager's Report

14. RECESS FOR EXECUTIVE SESSION- AT OR AFTER 8:00PM

- A. The Executive Session is held pursuant to ORS 192.660 (2) (i) which allows the Council to meet in Executive Session to discuss matters pertaining to the review and evaluation of employment-related performance of City Manager Byron D. Smith.

15. RECONVENE- AT OR AFTER 8:15PM

- A. Consider Approval of Changes to the City Manager's Employment Contract

16. 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 August 28, 2023

Title/Subject

Employee Recognition for Hermiston Family Aquatic Center's Achievement of the 2022 Aquatic Examiner Service Award from the American Red Cross.

Summary and Background

The purpose of this staff report is to recognize the outstanding achievement of the Hermiston Family Aquatic Center (HFAC) in receiving the prestigious 2022 Aquatic Examiner Service Award from the American Red Cross. This commendable recognition is a testament to the aquatic center's commitment to excellence in training, safety, and supervision, as evidenced by rigorous lifeguard audits and observations conducted by the American Red Cross.

Background:

The Hermiston Family Aquatic Center has consistently demonstrated a dedication to maintaining the highest standards in aquatic safety and lifeguard training. This commitment has been upheld by the aquatic center's key personnel, including:

- **Kasia Robbins**, Aquatic Center Manager
 - **Janell Davis**, Aquatic Center Assistant Manager
 - **Mya Hayden**, Aquatic Center Assistant Manager
 - **Keith Holman**, Head Lifeguard Supervisor and Head LGI
 - **Jessica Campbell**, Lifeguard Supervisor, LGI
 - **Amyrissa Wyse**, Lifeguard Supervisor, LGI
 - **Dylan Westfall**, Lifeguard Supervisor, LGI
- *LGI (Lifeguard Instructor)

These staff members have undertaken significant efforts to elevate the quality of training provided to lifeguards. Notably, a pioneering in-service regimen was established to enhance lifeguard skills and preparedness.

Details:

The HFAC's achievement of the 2022 Aquatic Examiner Service Award was a result of a comprehensive evaluation process conducted by the American Red Cross. Rigorous lifeguard audits and observations were carried out to assess the center's adherence to safety protocols, staff competence, and overall operational excellence. Following these evaluations, the aquatic

center and its staff were recognized for their exceptional performance in training, safety enforcement, and vigilant supervision of aquatic activities.

A noteworthy innovation introduced by the HFAC's supervisory team, led by Aquatic Center Manager, Kasia Robbins, is the daily in-service training regimen. In a departure from the traditional monthly in-service sessions lasting 1-2 hours, the aquatic center instituted a groundbreaking practice of conducting daily in-service training sessions before the commencement of open swim shifts. This approach was implemented recognizing that studies have demonstrated a rapid decline in the ability to correctly administer CPR within just a few days after training. By integrating daily in-service training along with the development of the Hermiston Drowning Prevention Program, the HFAC has exhibited a proactive commitment to maintaining lifeguards' skills at their peak and ensuring optimal readiness to respond to emergencies.

Impact:

The introduction of the daily in-service regimen and the drowning prevention program at HFAC has led to significant positive outcomes. It has improved both staff morale and community safety by addressing the decline in effectiveness of life-saving skills, enhancing the readiness of lifeguards to handle critical situations. These innovative approaches not only reduce water-related accidents but also increase public awareness of essential water safety practices. Ultimately, they contribute to creating a safer and more reassuring aquatic center environment for our community members.

Conclusion:

The Hermiston Family Aquatic Center's achievement of the 2022 Aquatic Examiner Service Award from the American Red Cross is a testament to the dedicated efforts of the staff and management. Their commitment to implementing cutting-edge training practices and ensuring the highest level of safety standards deserves commendation. The City Council is recommended to recognize the HFAC's accomplishment and express its appreciation for their ongoing commitment to the safety and well-being of our community.

Submitted By:

Brandon Artz, Parks & Recreation Director



PUBLIC ANNOUNCEMENT

The City is accepting applications for the following Committees:

1) Airport Advisory Committee

- Positions 1 & 2: 3-year term ending October 31, 2026 (Advertised as of 08/16/2023)

2) Parks & Recreation Committee

- Position 7: 3-year term ending October 31, 2026 (Advertised as of 08/16/2023)

3) Faith-Based Advisory Committee

- Position 5: 3-year term ending December 31, 2025 (Advertised as of 11/02/2022)

4) Hispanic Advisory Committee

- Position 2: 3-year term ending June 30, 2026 (Advertised as of 04/11/2023)

5) Library Board

- Position 5: 4-year term ending June 30, 2027 (Advertised as of 04/11/2023)

Deadline to apply for all Committees: Open Until Filled

Interested persons are asked to submit an application to City Hall, 180 NE 2nd Street, Hermiston, or at llalarcon-strong@hermiston.or.us . Application forms are available at City Hall or on the City’s website at <https://hermiston.or.us/volunteer> . If you have questions, please call Lilly Alarcon-Strong at 541-567-5521.

Proposed appointment and confirmation of these positions are made by the City Council. All appointments to city boards and commissions shall be made in accordance with the ordinances and city charter. Appointees shall not be full-time employees of the city, shall not be elected officials of the city, shall not be appointed to more than two boards or commissions at a time, and shall not sell to the city or its boards and commissions over which the council has appointive powers and budget control either directly as a prime contractor or supplier, or indirectly as a first-tier subcontractor or supplier. Sales shall be construed to mean sales, services or fees aggregating \$7,500 or more in any one calendar year. Preference for appointees shall be given to city residents.



Where Life is Sweet

CITY COUNCIL

Work Session Meeting Minutes August 14, 2023

Mayor Drotzmann called the regular meeting to order at 6:00pm. Present were Councilors Barron, Duron, Linton, Hardin, McCarthy, and Myers. Councilor Peterson was excused. In attendance was City Staff to include: City Manager Byron Smith, City Attorney Rich Tovey, Chief Edmiston, Planning Director Clint Spencer, Court Administrator Jillian Viles, Library Director Mark Rose, Assistant City Recorder Heather La Beau, and City Recorder Lilly Alarcon-Strong.

Library Budget

Library Director Mark Rose presented information and answered Council questions regarding the operations of the Library (PowerPoint presentation and handout attached), to include: customers served, materials offered for use both in hard copies and electronic formats, programs offered for different age groups, current building resources, staff duties and responsibilities, and more.

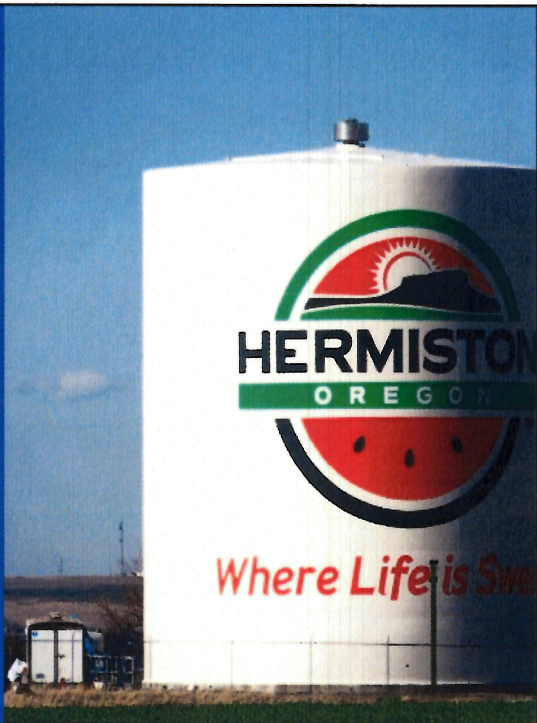
Adjournment

Mayor Drotzmann adjourned the work session meeting at 7:00pm and stated the Council will take a short break before starting the regular City Council meeting at 7:03pm.

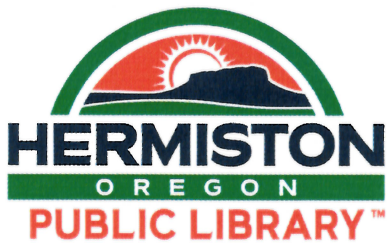
DRAFT

Hermiston Public Library

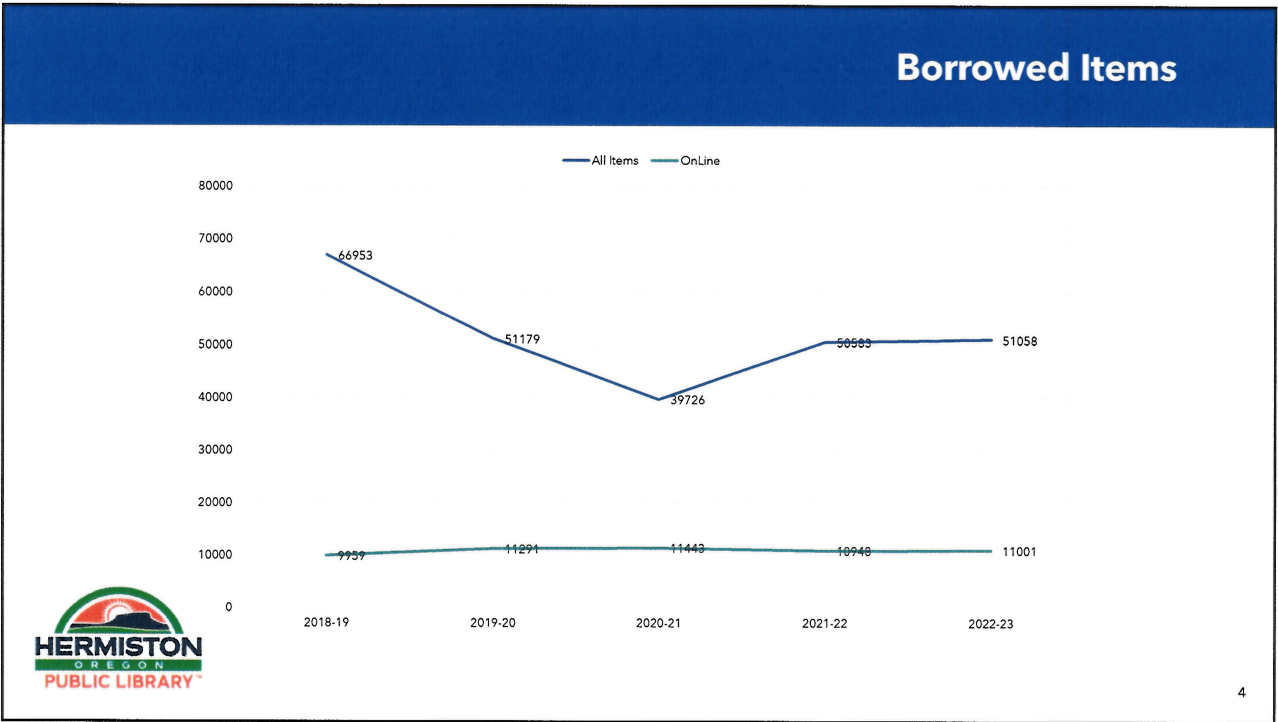
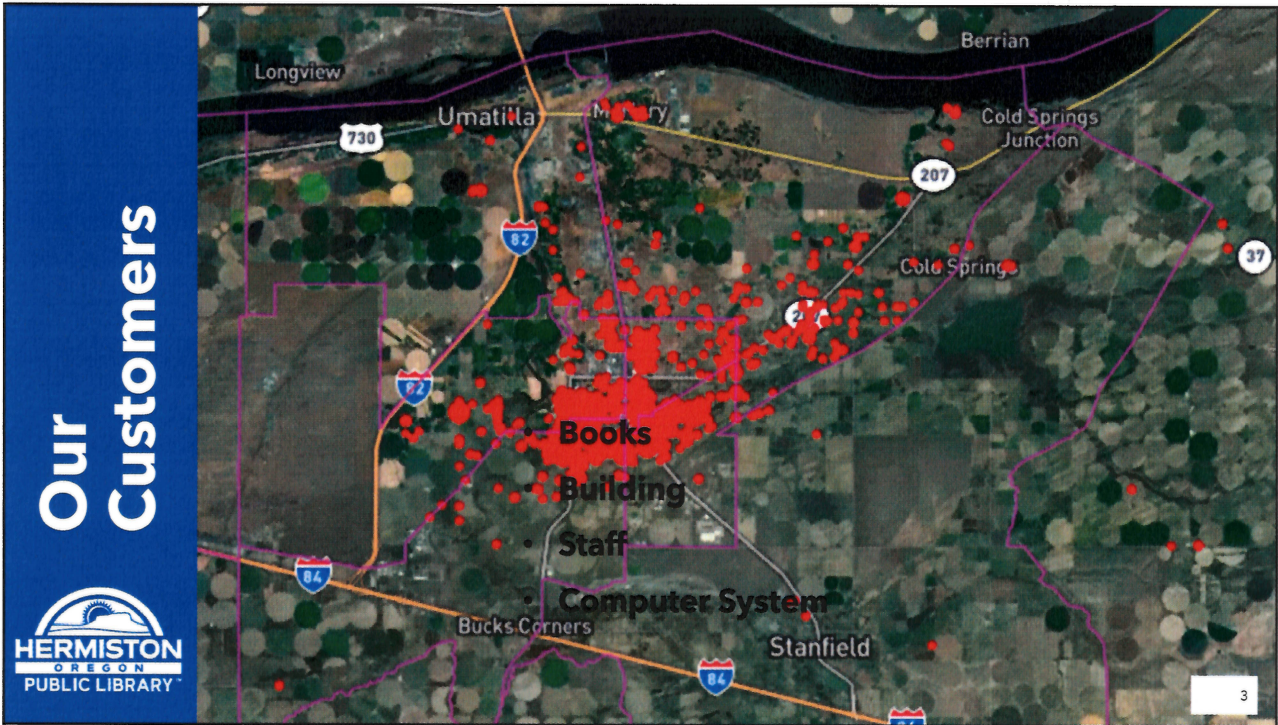
Director, Mark Rose



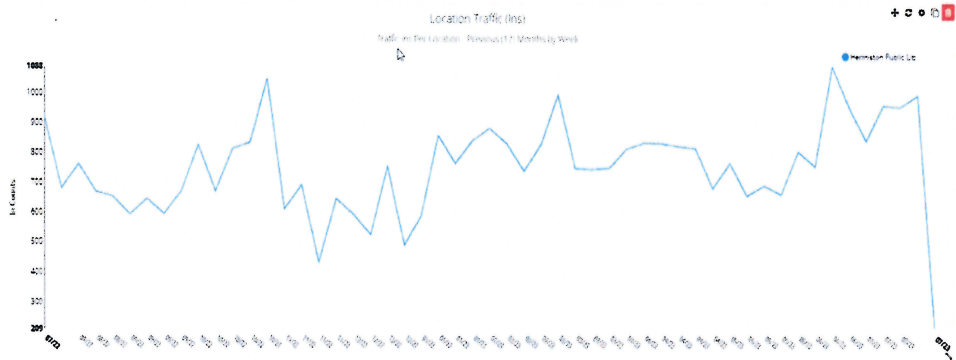
Our Mission



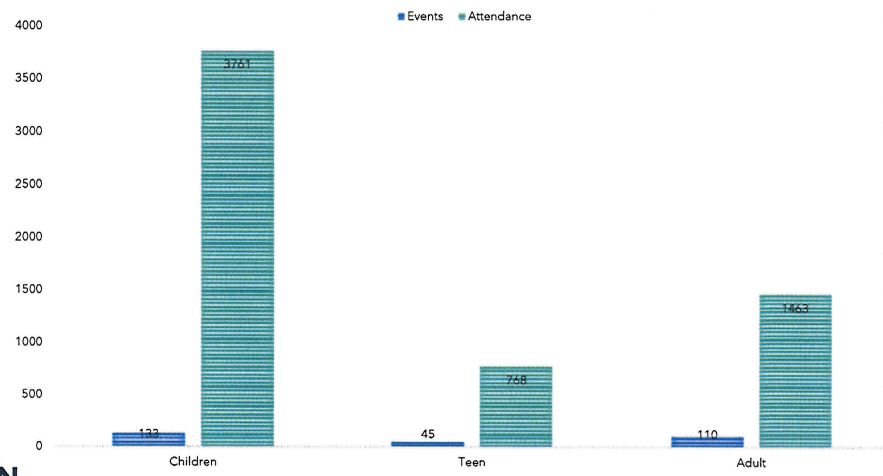
To provide to the public, in a friendly and courteous manner, timely access to information, and exposure to cultural events, for the purpose of learning, self-development, or life enhancement.





Visits



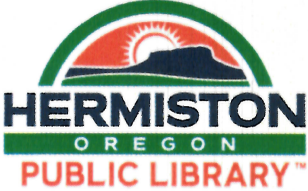
Programming



**A
Library
Is**



- **Books**
- **Building**
- **Staff**
- **Computer System**



7


Materials

Physical

- Books
- Newspapers
- Magazines
- DVDs
- Audio

Electronic

- Books
- Audio
- Newspapers
- Magazines
- Video



8

Building

Stores the collection of materials and allows public use

- Welcoming
- Community living room
- Gather place
- Space for programs & activities
- Staff workspace
- Seating
- Tables
- Computers
- Shelving



Staff

Hours of operation

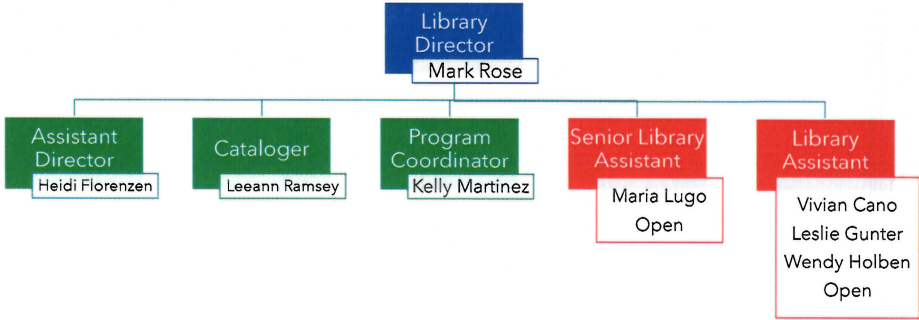
- More staff = more open hours
- Process new materials for lending
- Assistance in finding what is needed
- Evaluate services
- Plan to engage the public

Program/Activities

- Weekly Story times
- Teen activities
- Book Club
- Adult Game night
- Materials displays
- Social Media
- Newsletter



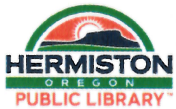
Staff Organization Chart



Staff

Director

1. Researches, evaluates, develops and recommends programs, techniques, and procedures to improve the services and effectiveness of the library.
2. Responds to inquiries from the public, clubs, and other community organizations regarding library objectives, policies and services; researches and responds to various research/reference requests.
3. Attends local, state, regional, and national conference of library associations.
4. Directs the daily work of the library and its staff; hires, trains, counsels and evaluates staff. Takes necessary disciplinary action, resolves employee complaints.
5. Selects print materials to be added to the library collections; reviews materials periodically for replacement, repair, discard, and collection adequacy.
6. Plans, with staff, future activities and programs. Develops and coordinates special library programs and projects; prepares news releases.
7. Develops and manages the financial aspects of operating the library, including the library budget; prepares grant applications to increase revenue for library programs and materials; researches and seeks other funding support for library.
8. Prepares periodic internal and external reports and correspondence related to area of responsibility.
9. Serves as member of management team; coordinates with state regulatory agencies; works with Umatilla County Special Library District to insure compliance with MOU and its funding.
10. Engages professionally with Oregon State Library, Oregon Library Association, and American Library Association to insure use of current best practices.
11. Develops short- and long-term departmental goals; works with Board of Trustees, Friends of the Library, and community groups to insure library is responsive to needs of the community.



Staff

Assistant Director

1. Directs the daily work of the library and its staff; Prepares all work schedules, approves all leave requests, and assigns appropriate duties as necessary; participates in hiring, training, and resolving of employee complaints.
2. Assists Library Director; Researches, evaluates, develops and recommends programs, techniques and procedures to improve the services and effectiveness of the library.
3. Responds to inquiries from the public, clubs and other community organizations regarding library objectives, policies and services; researches and responds to various research/reference requests.
4. Selects print materials to be added to the library collections; reviews materials periodically for replacement, repair, discard, and collection adequacy.
5. Responsible for acquisition of all computer software, hardware, and electronic technology. Coordinates the troubleshooting and maintenance of these technologies.
6. Plans, with staff, future activities and programs. Develops and coordinates special library programs and projects; prepares news releases.
7. Assists in developing and managing the financial aspects of operating the library, including the library budget; prepares grant applications to increase revenue for library programs and materials; researches and seeks other funding support for library.
8. Prepares periodic internal and external reports and correspondence related to area of responsibility.
9. Coordinates with state regulatory agencies; works with Umatilla County Special Library District to insure compliance with MOU and its funding.
10. Attends local, state, regional, and national conferences of library associations. Engages professionally with Oregon State Library, Oregon Library Association and American Library Association to insure use of current best practices.
11. Assists Library Director in developing short and long term departmental goals; works with Board of Trustees, Friends of the Library and community groups to insure library is responsive to needs of the community.



Staff

Cataloger

1. Records all purchased materials in the library catalog.
2. Inspects existing bibliographic and item records for errors and makes corrections as needed.
3. Complies with standards set by the Sage Library consortium.
4. Requests assistance of the USCLD cataloger should an issue be unclear.
5. Collects and manages all money receipts from library customers in coordination with the City Finance Department.
6. Assists in the activities and operations of the circulation desk; performs circulation duties which include checking materials in and out, collecting fines/fees, reviewing materials returned for damages and arranging materials for re-shelving.
7. Provides training to, and answers questions from, library assistants, volunteers and job training workers regarding library procedures, policies and practices.
8. Reviews and makes recommendations of operating procedures for circulation and other related library activities; accepts and acknowledges library donations.
9. Provides information on library services and materials to library patrons and assists them in the use of the library. Responds to customer concerns and complaints.
10. Recommends procedural changes or enhancements to the computerized circulation system. Completes special projects and tasks as assigned. Maintains files, records and statistics.
11. Makes repairs to damaged library materials. Assists with shelving and straightening of materials.
12. Attends professional conferences and reads professional literature; participates in staff meetings.



Staff

Program Coordinator

1. Oversees the activities and operations of library programming; coordinates dates, personnel assigned and applicable audience.
2. Advises in the selection of books. Creates displays and promotional materials for children's and teen collections.
3. Provides training to, and answers questions from, library assistants, volunteers and job training workers regarding library procedures, policies and practices.
4. Works with Children's programmer in preparation and presentation of programs and services for children and teens.
5. Assists in the activities and operations of the circulation desk; performs circulation duties which include checking materials in and out, collecting fines/fees, reviewing materials returned for damages and arranging materials for re-shelving.
6. Reviews and makes recommendations of operating procedures for circulation and other related library activities; accepts and acknowledges library donations.
7. Provides information on library services and materials to library patrons and assists them in the use of the library. Responds to customer concerns and complaints.
8. Recommends procedural changes or enhancements to the computerized circulation system. Completes special projects and tasks as assigned. Maintains files, records and statistics.
9. Attends professional conferences and reads professional literature; participates in staff meetings.



Staff

Senior Library Assistant

1. Oversees the activities and operations of the circulation desk; performs circulation duties which include checking materials in and out, collecting fines/fees, reviewing materials returned for damages and arranging materials for re-shelving.
2. Advises in the selection of books. Creates displays and promotional materials for children's and teen collections.
3. Provides training to, and answers questions from, library assistants, volunteers and job training workers regarding library procedures, policies and practices.
4. Reviews and makes recommendations of operating procedures for circulation and other related library activities; accepts and acknowledges library donations.
5. Provides information on library services and materials to library patrons and assists them in the use of the library. Responds to customer concerns and complaints.
6. Provides interlibrary loan service; maintains records for interlibrary loan service; uses online library databases to update and edit records.
7. Recommends procedural changes or enhancements to the computerized circulation system. Completes special projects and tasks as assigned. Maintains files, records and statistics.
8. Makes repairs to damaged library materials. Assists with shelving and straightening of materials.
9. Attends professional conferences and reads professional literature; participates in staff meetings.



Staff

Library Assistant

1. Works at the circulation desk which includes checking library materials in and out, collecting fines/fees, reviewing materials returned for damages and arranging materials for re-shelving.
2. Responds to inquiries from the public (in person and by phone) individually and in groups regarding use of the library; explains the use of library facilities, including public catalog computers, photocopy and FAX machines and audio-visual equipment; assists patrons with basic reference and other library-related questions.
3. Reviews/prepares applications and library cards for new users.
4. Places books and materials on reserve and notifies patrons when available.
5. Shelves books and other library materials.
6. Makes minor repairs to damaged library materials.
7. Opens and closes library as assigned.
8. Types and photocopies correspondence, schedules, reports, minutes and other materials; maintains library related files.
9. Coordinates inter-library loan requests through correspondence with other libraries.
10. Operates computer to increase, verify, and maintain information and data on collection.
11. Assists with summer reading programs for children and other special library programs or projects.
12. Prepares periodic reports regarding library activities and department time sheets.
13. May translate English-Spanish for patrons in person or written materials



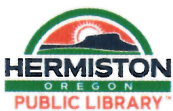
Computer System

Database

- Data for all Materials
- Data for all Patrons
- Linking both data types as required
- Operating Rules
- Staff

Hardware

- Computers
- Communications systems
- Staff



Oregon Comparables

| | Population Served | Users | Total Paid Staff | Full time Staff | Total Operating Revenue | Materials/Books Budget | Items | Building Size | Total Loans | Annual Open Hours | Visits |
|----------------------------|-------------------|-------|------------------|-----------------|-------------------------|------------------------|--------|---------------|-------------|-------------------|--------|
| NEWBERG PUBLIC LIBRARY | 25376 | 10579 | 11.87 | 9 | 1723982 | 109620 | 87452 | 22500 | 291209 | 1956 | 65646 |
| MOLALLA PUBLIC LIBRARY | 25402 | 5869 | 8.5 | 5 | 1038476 | 99260 | 58154 | 10000 | 169271 | 2450 | 28493 |
| CROOK COUNTY LIBRARY | 25482 | 6599 | 10.65 | 9 | 1947224 | 119964 | 50009 | 17430 | 125760 | 2550 | 66902 |
| WOODBURN PUBLIC LIBRARY | 26250 | 8613 | 8 | 5 | 1117325 | 62892 | 57451 | 21878 | 120171 | 1907 | 35562 |
| ONTARIO LIBRARY DISTRICT | 26805 | 4189 | 10 | 3 | 742354 | 110447 | 122421 | 55000 | 54373 | 2080 | 10200 |
| HERMISTON PUBLIC LIBRARY | 27144 | 9399 | 9.05 | 4 | 870709 | 33777 | 35098 | 14000 | 54977 | 2808 | 29619 |
| TILLAMOOK COUNTY LIBRARY | 27628 | 11572 | 26 | 26 | 3626600 | 312600 | 239888 | 30000 | 240765 | 2080 | 142048 |
| COOS BAY PUBLIC LIBRARY | 28817 | n/a | 12.7 | 12 | 1373048 | 99116 | 110983 | 25872 | 267949 | 1938 | 61446 |
| WILSONVILLE PUBLIC LIBRARY | 28908 | 13929 | 16.36 | 7 | 2027405 | 166562 | 111931 | 28677 | 374081 | 3172 | 115572 |
| FOREST GROVE CITY LIBRARY | 29578 | 13200 | 12.32 | 9 | 1327391 | 86830 | 85615 | 24700 | 309697 | 2407 | 65759 |
| WEST LINN PUBLIC LIBRARY | 30268 | 13620 | 14.95 | 10 | 2953819 | 152242 | 93267 | 28000 | 458932 | 2609 | 106298 |
| | | | 11.4 | | \$ 1,512,173 | \$ 104,071 | 81238 | | 222642 | 2388 | |

As Tillamook County Public Library has 5 Branches and 26 full time staff I have removed it from the averages



How to get a Hermiston Public Library card

You must be a Hermiston resident and at least 18 years old to register for a library card.

Children 17 years old and younger must be registered by a parent or legal guardian.

Identification required to get a library card:

Valid Oregon driver's license or ID card with current local physical address.

or

Valid picture ID and current Proof of Residence such as:

Voter Registration card, utility bill, bank statement, or rental agreement.

If you reside outside of Hermiston, please visit your city library to obtain a card.

We do accept library cards from other libraries in Eastern Oregon that are part of the Sage system.

Cómo obtener una tarjeta de la Biblioteca Pública de Hermiston

Usted debe tener por lo menos 18 años de edad para registrarse para una tarjeta de la biblioteca.

Menores de edad hasta los 17 años deben ser registrados por un padre o tutor legal.

Identificación requerida para obtener una tarjeta de la biblioteca:

Licencia válida de conducir de Oregon ó tarjeta de identificación con la dirección actual.

Tarjeta de identidad consular, Pasaporte de los Estados Unidos de América,

Pasaporte Internacional o Identificación militar de Estados Unidos.

O

Identificación con fotografía válida y prueba de residencia como:

Credencial de elector o factura de servicios públicos, contrato de alquiler o cualquier identificación dado por el Gobierno Federal de los Estados Unidos de América.

Si usted reside fuera de Hermiston, por favor visite la biblioteca de su ciudad para obtener una tarjeta.

Aceptamos tarjetas de otras bibliotecas en el este de Oregon que forman parte del Systema Sage.



CITY COUNCIL

Regular Meeting Minutes August 14, 2023

Mayor Drotzmann called the regular meeting to order at 7:03pm. Present were Councilors Primmer, Myers, Barron, McCarthy, Linton, Hardin, and Duron. Councilor Peterson was excused. In attendance was City Staff to include: City Manager Byron Smith, Assistant City Manager Mark Morgan, City Attorney Rich Tovey, Chief Edmiston, Planning Director Clint Spencer, Court Administrator Jillian Viles, Library Director Mark Rose, Assistant City Recorder Heather La Beau, and City Recorder Lilly Alarcon-Strong. The pledge of allegiance was given.

Recognition- Oregon Mayors Association (OMA) Award

City of Toledo Mayor and OMA President-Elect Rod Cross presented Mayor Drotzmann with the 2023 Oregon Mayors Association (OMA) Mayors Leadership Award and stated the award is given annually by the statewide association representing cities of all sizes to recognize leadership, involvement in community issues, and more.

Mr. Cross stated Mayor Drotzmann always represents Hermiston very well regardless if it's local or statewide issues and it is evident that he is an integral part of Hermiston's positive growth and development.

Mayor Drotzmann stated he felt honored accepting the award and thanked Mr. Cross for traveling to Hermiston to present it to him. (Applause from the audience.)

Presentation- Hermiston School District (HSD) Updates

HSD Assistant Superintendent Jake Bacon gave information regarding: the number of new staff hired this school year; Grow Your Own Program; student registration process and the 5,000 current registered students; the dire need for substitute teachers; construction updates at Highland Hills and Desert View Elementary Schools; free school supplies, breakfast, and lunch will be provided for all K-12 students throughout the year; Summer School and free summer lunch program; fall sports; new First Student bus service that is replacing Mid-Columbia Bus; and more.

Citizen Input on Non-Agenda Items

Ronald Caudell, 420 SE 8th Street- Thanked the Council and Police Department for addressing his concerns regarding code violation issues in his neighborhood. Mr. Caudell asked that the Council consider what it can do concerning the lack of water in the Maxwell Ditch as many animals depend on the water from that ditch.

Consent Agenda Items

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

- A. Committee Vacancy Announcements
- B. Minutes of the July 24th City Council Regular Meeting

Motion carried unanimously.

Resolution No. 2286- Award CMGC Contract for Library, Harkenrider Center, and City Hall Projects to CB Construction Inc.- City Manager Smith gave information regarding authorizing the City to proceed with construction contract negotiations with CB Construction, Inc. for construction projects at the Library, Harkenrider Senior Center, and City Hall.



Where Life is Sweet

CITY COUNCIL

Regular Meeting Minutes August 14, 2023

After some discussion, Councilor McCarthy moved and Councilor Duron seconded to approve Resolution No. 2286 and lay upon the record. Motion carried unanimously.

Accept a grant award of \$51,000 for the Southeast Hermiston Industrial Area Utility Expansion Study

Assistant City Manager Morgan gave information regarding the acceptance of a grant award to develop and improve the inventory of existing utilities and establish a plan for extending water and sewer to the area of prime industrial land located between Feedville Road and Penney Ave to help facilitate investment marketing and employment growth.

After some discussion, Councilor Primmer moved and Councilor Hardin seconded to accept the grant award of \$51,000 from the Special Public Works Fund. Motion carried unanimously.

Possible New Branding for Eastern Oregon Trade and Event Center (EOTEC)

City Manager Smith stated earlier this year the Council directed City staff to move forward with new branding for EOTEC. The City contracted with Focal Point Marketing to develop branding alternatives and gather input. Based on that outcome, City staff is asking the Council to approve concept #2 as the clear winner of the rebranding efforts.

After some discussion, Councilor Primmer moved and Councilor Myers seconded to approve the presented EOTEC Branding. Motion carried unanimously.

Committee Reports

Recreation Projects Fund Advisory Committee- Councilor Barron stated the Committee met and decided not to accept late applications submitted now nor in the future and recommended more marketing be done to let the public know about this opportunity.

Eastern Oregon First-Responders Chaplain’s Association (not a City Committee)- Councilor Duron stated this Committee and the Kiwanis are partnering together to bring an event filled day on October 7th for the Faith & First Responders event and Kids Day event at Butte Park. The community is encouraged to participate in these free events.

Public Infrastructure Committee- Mayor Drotzmann stated the Committee was given information regarding Amazon development updates, water infrastructure, developing a wastewater pretreatment and acceptance policy for industrial partners, and more.

Mayor’s Report

Mayor Drotzmann spoke regarding:

- National Night Out event and thanked UCFD#1 and Fire Chief Stanton for partnering in the event
- Attended the OMA Conference last week where there were many discussions regarding: homelessness challenges, photo radar, and more
- Thanked EOTEC General Manager Al Davis and staff, as well as all Fair and Rodeo Board members, staff, volunteers, and all first responders for all their work at the Fair and Rodeo last week, and thanked the community for their continued support of these events stating the community always steps-up and supports our youth.



CITY COUNCIL

Regular Meeting Minutes August 14, 2023

Council Reports

Councilor Primmer thanked all law enforcement officials who helped at the Fair and Rodeo.

Councilor Linton asked that the City consider a rent control ordinance to help tenants with affordable housing and consider implementing restrictions such as landlords being unable to evict educators or tenants with children during the school year stating she was given the idea from a Washington State City with a similar ordinance.

Councilor Myers thanked Human Resources Specialist Crystal Inners, City Recorder Lilly Alarcon-Strong, and staff for their work during the Fair and Rodeo Parade.

Councilor McCarthy gave information regarding the Umatilla County Fair and Parade, Farm City Pro-Rodeo, MelonFest, and City surplus items being listed for sale on Municibid website.

Councilor Duron stated she met with architects and other stakeholders to help give ideas regarding the library's future and stated public input would be obtained during MelonFest. Thanked UCFD#1 for all their work as it is very apparent they have been very busy, and thanked all first responders who helped at the Fair and Rodeo.

Youth Advisory Report

Youth Advisors were not in attendance.

City Manager's Report

City Manager Smith gave information regarding:

- City Picnic this Thursday starting at 5:30pm
- Required Cyber security training

Recess for Executive Session

At 8:04pm Mayor Drotzmann announced the City Council of the City of Hermiston will now meet in Executive Session in the Executive Session Room for the purpose of discussing matters pertaining to litigation.

The Executive Session is held pursuant to ORS 192.660 (2) (h) which allows the Council to meet in Executive Session to consult regarding the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

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 10 mins.



Where Life is Sweet

CITY COUNCIL

Regular Meeting Minutes
August 14, 2023

Reconvene and Adjourn City Council Meeting

Mayor Drotzmann reconvened and adjourned the City Council Meeting at 8:22pm as there was no other City business.

SIGNED:

Dr. David Drotzmann, Mayor

ATTEST:

Lilly Alarcon-Strong, City Recorder

DRAFT



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of August 28, 2023

Title/Subject

Appeal of Planning Department Decision- SA Smith LLC 4N2814BB TL 102 & 300- 945 S Hwy 395

Summary and Background

Slade Smith has filed an appeal of certain portions of the planning department’s administrative approval of a site plan review for property located at 945 S Highway 395. The site plan approval was issued on July 11, 2023, and approved a change in occupancy for the existing building. The proposed change in occupancy changed a portion of the building from a beauty salon to a soda fountain. Both uses are permitted in the C-1 zone.

The staff approval of the site plan was subject to 11 conditions of approval. A site plan review is considered a limited land use decision under the §157.166 of the Hermiston Code of Ordinances. A limited land use decision made by planning staff or planning commission may be appealed to the city council. Only those who participate in the limited land use decision are eligible to appeal. Mr. Smith was the applicant in this process and filed an appeal on July 23, 2023. The appeal was filed within 12 days of the date of the July 11 decision and eligible for consideration by the city council.

The appellant has appealed three items (one general note and two approval conditions) in the staff approval and asks the city council to reconsider these items.

Appeal 1: A general note in the approval states:

- *There is a utility pole located at the northeast corner of Tax Lot 102. Southbound turning movements from NE 4th Street into the driveway may have difficulties negotiating this turn without clipping the utility pole or trespassing onto Tax Lot 301.*

Appeal 2: Condition #5 states:

5. *The city engineer has reviewed the driveway approach to SE 4th Street and determined it is currently functional but will be inadequate in the future. At the time a second tenant is proposed, a new approach to SE 4th Street will be required.*

Appeal 3: Condition #8 states:

8. *Parking lot lighting shall be installed and designed with hoods or shielding projection of glare on adjacent residential dwellings.*

A copy of the administrative approval and appeal is attached.

Grounds for Appeal

The appeal cites specific grounds for challenging the staff approval.

The general note regarding the utility pole location is appealed on the basis that the pole is not located specifically on the appellant's property and therefore not in conflict with the existing driveway. The appellant asks that the statement be modified or removed.

Condition #5 is a requirement to rebuild the driveway approach from SE 4th Street to the site. The appellant states that the driveway is currently functional and approved by the city. The appellant asks that the condition be removed.

Condition #8 is a requirement that parking lot lighting be shielded to avoid glare onto nearby residential property. The appellant states that additional parking lot lighting is not necessary or planned and asks that the condition be removed.

Process

As an administrative land use decision, the development, in this case a change in occupancy, is reviewed and approved by planning staff following a 14-day public comment period. Parties participating in the land use process were the applicant, Laura Lee of 900 SE 4th Street, and the Oregon Department of Transportation. The site plan approval was subject to eleven conditions of approval. Staff also made general notes about potential operational issues. These operational issues are not specific to the approval standards but may or may not have been considered by the applicant.

An appeal to the city council is an on the record procedure. Only those who participated in the original land use decision process are eligible to participate in the appeal. However, those who did participate may be represented at the hearing. Evidence is limited only to that evidence which was presented as part of the original limited land use decision and is contained in the project file. Evidence which clarifies existing evidence is admissible but new evidence and new participants are not permitted.

The criteria that are applicable are contained in the Hermiston Zoning Code, Title XV, Chapter 157. Specifically, Sections 157.040 (Central Commercial Zone), 157.160 through 166 (Development Standards), and 157.175 through 179 (Off-Street Parking and Loading) all apply. However, all sections of the development code may be considered applicable within the city limits.

Basis for Staff Decision

As noted, the appellant has appealed three items in the site plan approval.

General Note 1.

The first appeal is of a general note in the approval noting the location of the utility pole adjacent to the driveway onto SE 4th Street. This note is an operational comment provided by the city

noting that the pole is directly adjacent to the driveway cut. In reviewing the site plan, Energy Services and Anderson Perry both visited the pole and agreed that it does not require relocation in order to use the driveway. However, any vehicle which is unable to successfully negotiate the turn into the driveway may strike the pole. As a matter of courtesy, staff included this note as it may assist employees in the future if a customer informs them that the pole has been struck.

The pole itself is not located on the applicant's property, nor on Rite Aid's property. It is located within the public right of way for SE 4th Street. A photo of the pole showing its location and the location of the driveway is attached to this report. As shown in the photo, the pole is situated within the driveway's north wing.

The city council may choose to uphold the note, strike the note, or amend the notation. As it is part of the project file, discussion of the pole will remain in the project record. **Staff recommends the notation be removed from the approval.**

Approval Condition #5.

The second appeal is of approval condition #5. Condition #5 builds upon an unappealed note in the site plan noting that the site has adequate parking to allow a retail use of a portion of the building as a soda fountain, but that this use only occupies a portion of the building and any additional use of the building for retail or dining purposes will not be able to provide all required parking on-site. Additionally, ODOT will want to review any additional tenants and traffic generated by a second tenant occupying the remainder of the building. Staff reviewed the existing driveway approach to SE 4th Street with the city engineer. The city engineer determined that the driveway does not meet the driveway standard in the public works standards adopted by the city council in January of 2023.

Conversion of a portion of the building from its most recent use as a beauty salon to a soda fountain constitutes a change in occupancy¹ as listed in 157.163(F) and is an implementing action for the development standards in the development code. When there is a change in occupancy or any development triggering the development standards, 157.164(C) requires that sidewalks in conformance with city standards are required to be constructed to the extent that curb and gutter exist. Although it is true that the driveway has been historically approved by the city, it is not in compliance with the 2023 public works standards and shall therefore be upgraded.

The current driveway standard is established in ST-05 of the city's public works standards. ST-05 is intended to facilitate ADA travel along the sidewalk. Driveway wings and cross slope are compliant with existing ADA requirements. The existing driveway does not meet ADA standards for slope and the transition from sidewalk to driveway is also not compliant.

In an effort to create a business-friendly environment, and in recognition of the expense involved in rebuilding a driveway, which may require pole relocation, staff deferred reconstruction of the driveway to such time that the remainder of the building is occupied. The intention of the deferral is to allow the applicant time to budget and set aside funding from business operation to cover

¹ The city historically has interpreted a change in occupancy as being a change in the category of land use, not necessarily a change in the occupant of a building. As an example, a conversion of a building from a retail store to a restaurant would be a change in occupancy, but a change from a clothing store to a book store would not. As a general rule, when a use changes to a higher parking classification, this is interpreted as a change in occupancy, but changing to a lower parking classification does not. Where a higher parking standard is required, the city requires evidence that the higher parking standard can be met under 157.178(A)(2).

these expenses and to give the applicant control over the timing of the improvement. If an additional tenant enters the building, then no improvement is required.

It is true that the site plan approval did not give plans or specifications for driveway reconstruction. The site plan approval is a land use approval and not an engineering approval. Planning staff do not provide construction plans. The public works standards are available for review on the city’s website and the applicant is working with a civil engineer.

The city council may choose to uphold the condition, strike the condition, or amend the condition. **Staff recommends that the city council uphold the condition.**

Approval Condition #8.

The third appeal is of approval condition #8. Condition #8 is a requirement that parking lot lighting be shielded to avoid glare onto nearby residential property. This condition is based upon the city’s parking lot design standards in 157.179(D) of the Hermiston Code of Ordinances which states, “*Glare from lighting prohibited. Artificial lighting which may be provided shall not create or reflect substantial glare in a residential zone or on any adjacent dwelling.*” This condition is a general condition placed upon all site plan reviews. It is not a requirement that parking lot lighting be installed, but a requirement that if parking lot lighting is installed, it shall be shielded. No lighting plan was provided with the site plan application and thus the condition is imposed as insurance that the code provision will be met. In the appeal, the appellant states that no light poles are proposed and that the building will have wall mounted lights to illuminate the parking lot and driveways. This is acceptable and meets the intent of the code. However, wall mounted lights illuminating the parking lot shall also be shielded to avoid residential glare.

The city council may choose to uphold the condition, strike the condition, or amend the condition. **Staff recommends that the condition be modified to state, “Where parking lot lighting is installed, whether building or pole mounted, such lighting shall be installed to not create or reflect substantial glare in a residential zone or on any adjacent dwelling.”**

Tie-In to Council Goals

Not applicable. An appeal of a limited land use decision is part of the regular ministerial duties of the city council.

Fiscal Information

Not applicable. No financial impact will result from this appeal.

Alternatives and Recommendation

Alternatives

The city council may choose to:

- Affirm the site plan approval as originally prepared by staff
- Modify the site plan approval conditions and notation
- Remove the site plan approval conditions and notation
- Remand the site plan approval conditions and notation to staff for revision

Recommended Action/Motion

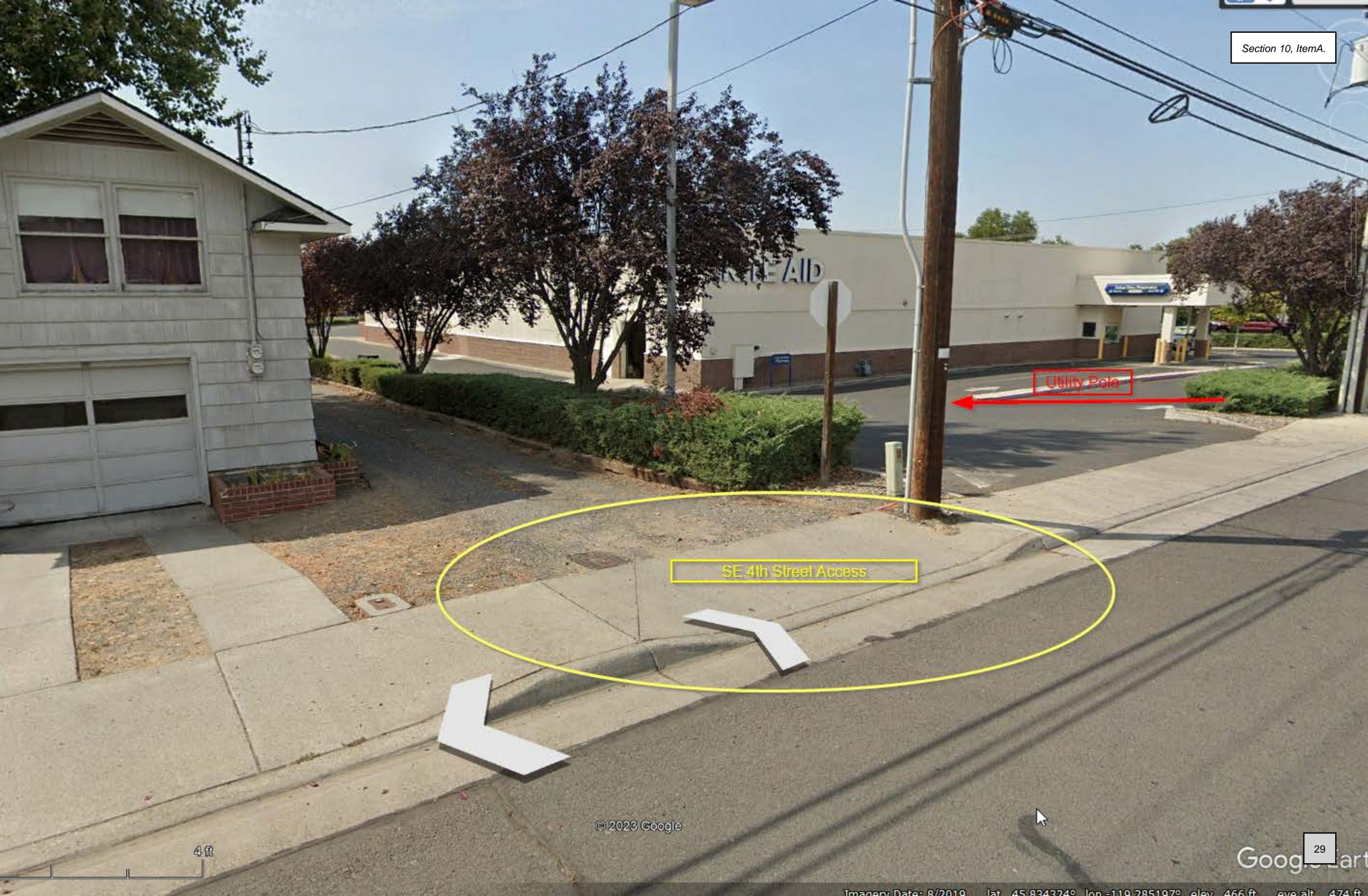
Motion to strike general note #1

Motion to uphold Condition #5

Motion to amend Condition #8 to state, “Where parking lot lighting is installed, whether building or pole mounted, such lighting shall be installed to not create or reflect substantial glare in a residential zone or on any adjacent dwelling.”

Submitted By:

Clinton Spencer, Planning Director



Utility Pole

SE 4th Street Access

4 ft

© 2023 Google

To: City Council of the City of Hermiston

NOTICE OF APPEAL

1. Title of the decision to be reviewed: Change of Occupancy at 945 S. Hwy 395

2. Date of decision: July 11, 2023

3. State of Interest of person seeking review and that he/she was a party to initial proceedings:

Stade and Amy Smith
SA Smith property owners

4. Specific grounds for review. State clearly and separately:

See attached

Date: July 23, 2023

Amy Smith
Signature

Amy J. Smith
Printed Name

490 Christiansen Loop Hermiston OR
Mailing Address

509-830-0430

Telephone Number: 541-720-5372

FILING FEE OF \$375 PLUS \$30 ADVANCE FOR OUT-OF-POCKET COSTS TO BE PAID ON FILING

\$405 filing fee and advance paid _____
Date & initials

Instructions on Reverse Side of This Page

INSTRUCTIONS

1. Usually Title appears on the Notice of Decision and right of appeal (e.g. "Conditional use at West Park School")
2. Date of Notice (as in #1 above)
3. For example: Neighbor, resident of the city with special interest in subject matter
4. Grounds

Procedure:

Planning Commission

- a. Did not follow rules of order
- b. Commissioner was biased

Substance:

- a. Wrong reasons were reached in reaching decision
- b. Criteria for allowing permit not supported by facts in that ...
- c. Conditions imposed will not correct the problem of ...

These ideas are merely suggestions. No hard, fast formalities need be followed; however, your reasons for appeal must be understandable. This will allow the city council to be prepared at the time your appeal is heard.

Expenses: Out-of-pocket costs are for postage to mail notice to affected parties and publishing notice in the local newspaper. You will be billed or refunded, depending on actual costs.

We are appealing specific general notes and conditions of approval included in this Notice of Decision as referenced below.

General notes bullet point number 1 references a utility pole located at the northeast corner of Tax lot 102. This utility pole in fact is located on Tax lot 200 to the north of Tax lot 102. The proper use of Tax lot 102 as an entrance lane is not in conflict with the utility pole. We are asking that this general note be modified for clarification or be removed from the Notice.

Conditions of Approval #5 references the need to install a new approach in the future if we add tenants to the current building. The current approach to Tax lot 102 off of Fourth street is the full 10' width of Tax lot 102. It is our opinion that the current approach that has been deemed functional as a drive through lane will continue to be functional if additional tenants are added to the space. No plans or specifications of a new approach were provided making it difficult to compare to current conditions. We are asking for this condition to be removed.

Conditions of Approval #8 calls for Parking lot lighting to be installed. It is our intent to install Wall Pack lighting on the exterior of the building to provide sufficient light for the drive lane and parking stalls. Parking lot poles are not necessary or practical at this location. We are asking that this approach be considered to satisfy this condition.



July 11, 2023

Slade Smith
SA Smith LLC
490 Christiansen Loop
Hermiston, OR 97838

Re: Notice of Decision - Site Plan Approval
Change of Occupancy Existing Salon and Day Spa
945 S Highway 395

The City of Hermiston has reviewed and conditionally approved your application for a change in occupancy of the existing salon and day spa at 945 S Highway 395 into a Soda Shop with interior service and drive-up service. The property is described as 4N 28 14BB Tax Lots 300, & 102.

Assignment of Addresses

The new soda shop will retain the address of 945 S Highway 395. Additional tenants will be assigned suites as needed.

General Notes

The city finds that the site plan as submitted meets the minimum requirements to satisfy the municipal code. However, the site plan has the potential to raise operational issues which the city wishes to make you aware of as you finalize business planning.

- There is a utility pole located at the northeast corner of Tax Lot 102. Southbound turning movements from NE 4th Street into the driveway may have difficulties negotiating this turn without clipping the utility pole or trespassing onto Tax Lot 301.
- The existing building has nine parking spaces. Constructing a retail soda fountain of 750 square feet, with no interior seating, requires four parking spaces per §157.176 of the Hermiston Code of Ordinances. Using this parking ratio, it is possible to establish only a service business such as a nail salon or beauty parlor as an additional tenant in the building. A service business requires one space per 600 square feet and can be accommodated with three spaces for the remaining 1,750 square feet. Adding a retail use or office use will increase the parking requirement to the level where reconfiguring the parking lot and/or acquiring additional parking within 500 feet as permitted by §157.178(E) of the Hermiston Code of Ordinances is required.

PLANNING DEPARTMENT

- The 10-foot one-way drive up from SE 4th Street meets the minimum width requirement for parking lot design in §157.150 of the Hermiston Code of Ordinances. However, customers utilizing full-size trucks with extra wide mirrors may find it difficult to navigate this driveway.

As part of the public notice process, the city received comments from the Oregon Department of Transportation regarding the status of the existing driveway approach to Highway 395. ODOT agrees with the site plan utilizing SE 4th Street as a one-way entrance and using Highway 395 primarily as an exit. However, when the vacant portion of the building is proposed for a new tenant, ODOT will want to review the access plan again. The district permit specialist, Tom Lapp, will make a determination of the existing driveway's permit status. A copy of communications with ODOT are attached.

The city also received comments from Laura Lee of 900 SE 4th Street. Ms. Lee notes that 900 SE 4th Street is a duplex with the entirety of the access for the lower duplex unit being served from the rear of the property. Historically, this access has utilized Tax Lot 102 as a driveway and accessing private parking crossing Tax Lot 300. The city cannot adjudicate private access rights between property owners and was able to locate only existing utility easements and no existing access easements in the county records. However, you may wish to consult with your attorney regarding prescriptive easement or adverse possession claims which may arise. Ms. Lee is also concerned about the proposed driveway width on Tax Lot 102 and how her property will be affected as traffic increases with the new development. She has testified that 10 feet is not adequate to accommodate additional traffic. A copy of the testimony received is attached.

Conditions of Approval


1. Approval is for the site plan as submitted, additional tenants within the building shall require an additional site plan review.
2. Applicant shall comply with all provisions of §92.12 of the Hermiston Code of Ordinances (relating to the control of blowing dust) during all phases of development.
3. All storm water shall be retained on-site. The City Engineer will review and approve the storm water management plan.
4. All areas for the standing and maneuvering of vehicles shall be paved as shown on the site plan prior to occupancy. Specifically, Tax Lot 102 shall be paved and drainage improvements installed to comply with parking and vehicle maneuvering requirements in §157.179(A).
5. The city engineer has reviewed the driveway approach to SE 4th Street and determined it is currently functional but will be inadequate in the future. At the time a second tenant is proposed, a new approach to SE 4th Street will be required.

PLANNING DEPARTMENT

- 6. The drive-up entrance on SE 4th Street shall be painted as “One Way” or “Entrance Only” and have directional arrows painted on the surface indicating appropriate vehicular direction.
- 7. Where vehicles exit the drive-up lane on Tax Lot 300 shall be painted as “Do Not Enter” or “Exit Only” and appropriate signage shall be installed in the landscape area between Tax Lot 300 and 200 to indicate that the drive-up area is one way only.
- 8. Parking lot lighting shall be installed and designed with hoods or shielding to avoid projection of glare on adjacent residential dwellings.
- 9. Business signage shall be installed consistent with the requirements of 155.37 of the Hermiston Code of Ordinances.
- 10. Consistent with §157.179(B) of the Hermiston Code of Ordinances, fencing shall be installed on the south line of Tax Lot 102 and east line of Tax Lot 300 to minimize residential disturbance. Per this section, residential disturbance is minimized “by the erection between the uses of a sight-obscuring fence of not less than five or more than six feet in height except where vision clearance is required.” The driveway entrance to SE 4th Street requires vision clearance conformance and fencing in excess of three- and one-half feet may not be erected in the vision clearance area. The property has not been surveyed, making the proposed fencing location difficult to analyze for compliance. Fencing shall extend along the north line of the dwelling/south line of Tax Lot 102 where practicable given the existing planter location.
- 11. A covenant not to sell separately shall be required for Tax Lots 102 and 300 as long as Tax Lot 102 provides the primary one-way access for the drive-up facility.

You may now submit your plans to the building department to obtain the necessary permits to begin construction of your facility. Site grading, drainage, and public improvements require review and approval by the city engineer. Additionally, all participants in the land use process have the right to file an appeal of the city’s decision. An appeal must be filed within 12 days of the date this letter is mailed. If no appeal is filed by 5 pm on July 24, 2023, the city’s decision is considered final.

Sincerely,



Clinton Spencer
City Planner

C: Joshua Lott, Anderson Perry
Byron Smith
Development Staff
Building Department
Tom Lapp, ODOT

Heather LaBeau

From: LAPP Thomas <Thomas.Lapp@odot.oregon.gov>
Sent: Wednesday, June 21, 2023 4:17 PM
To: Clinton Spencer; Heather LaBeau; tearafarrowferman@ctuir.org; LANI Richard
Cc: STACEY Addie; BOYD David W
Subject: RE: Site plan notice
Attachments: RE: Site plan notice

STOP and VERIFY This message came from outside of the City of Hermiston

Clint,

I did some research on these soda shops and see they are prevalent and quite popular in other western states, so this may be similar in nature to those shops.

Thus far with the information we have the new business does not constitute a change of use for the property in relation to the existing highway approach. We will need to get our access control research back first, but this could likely result in the **Presumed to be Permitted** status if it passes the criteria.

I spoke with David about the site today and his concern is for how the drive up window will function with the highway approach. Also for the any new additional business that may fill in the remaining 900 square feet of the building. It appears that if the entrance from 4th street to the window is controlled with signage then vehicle entry from US395 has enough room to circulate and park for the indoor service counter. If the remaining space is occupied by a different business then this may impact the US395 approach, but we don't know yet.

Thanks,

Thomas Lapp
District 12 Permit Specialist
1327 SE 3rd Street
Pendleton, OR 97801
Ph (541)278-3450
Fax (541)276-5767

From: Clinton Spencer <cspencer@hermiston.or.us>
Sent: Wednesday, June 21, 2023 3:58 PM
To: LAPP Thomas <Thomas.Lapp@odot.oregon.gov>; Heather LaBeau <hlabeau@hermiston.or.us>;
tearafarrowferman@ctuir.org; LANI Richard <Richard.LANI@odot.oregon.gov>
Cc: STACEY Addie <Addie.STACEY@odot.oregon.gov>
Subject: RE: Site plan notice

This message was sent from outside the organization. Treat attachments, links and requests with caution. Be conscious of the information you share if you respond.

Tom,

I'd be interested in the region engineer's opinion on this too before the end of the comment period. If we need to get more information from Mr. Smith, I'd like to get the appropriate request out there in plenty of time. His contact information is

Slade Smith slade4623@gmail.com

Clinton Spencer
Planning Director
(541) 567-5521
cspencer@hermiston.or.us



From: LAPP Thomas <Thomas.Lapp@odot.oregon.gov>
Sent: Wednesday, June 21, 2023 3:06 PM
To: Heather LaBeau <hlabeau@hermiston.or.us>; tearafarrowferman@ctuir.org; LANI Richard <Richard.LANI@odot.oregon.gov>
Cc: Clinton Spencer <cspencer@hermiston.or.us>; STACEY Addie <Addie.STACEY@odot.oregon.gov>
Subject: RE: Site plan notice

STOP and VERIFY This message came from outside of the City of Hermiston

Thanks Heather!

Thomas Lapp
District 12 Permit Specialist
1327 SE 3rd Street
Pendleton, OR 97801
Ph (541)278-3450
Fax (541)276-5767

From: Heather LaBeau <hlabeau@hermiston.or.us>
Sent: Wednesday, June 21, 2023 2:35 PM
To: LAPP Thomas <Thomas.Lapp@odot.oregon.gov>; tearafarrowferman@ctuir.org; LANI Richard <Richard.LANI@odot.oregon.gov>
Cc: Clinton Spencer <cspencer@hermiston.or.us>; STACEY Addie <Addie.STACEY@odot.oregon.gov>
Subject: RE: Site plan notice

This message was sent from outside the organization. Treat attachments, links and requests with caution. Be conscious of the information you share if you respond.

Here is the building size info from the property owner.
The sides are 24'. 1500 square foot footprint. Second floor is approximately 900' for a total of 2400
Thanks,

Heather La Beau
(541) 667-5025 option 1
City of Hermiston
hlabeau@hermiston.or.us
Where Life is Sweet

From: LAPP Thomas <Thomas.Lapp@odot.oregon.gov>
Sent: Wednesday, June 21, 2023 1:52 PM
To: Heather LaBeau <hlabeau@hermiston.or.us>; tearafarrowferman@ctuir.org; LANI Richard <Richard.LANI@odot.oregon.gov>
Cc: Clinton Spencer <cspencer@hermiston.or.us>; STACEY Addie <Addie.STACEY@odot.oregon.gov>
Subject: RE: Site plan notice

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Heather,

Thanks for the additional information. This is a unique business we have not seen before.

Thomas Lapp
District 12 Permit Specialist
1327 SE 3rd Street
Pendleton, OR 97801
Ph (541)278-3450
Fax (541)276-5767

From: Heather LaBeau <hlabeau@hermiston.or.us>
Sent: Wednesday, June 21, 2023 9:01 AM
To: LAPP Thomas <Thomas.Lapp@odot.oregon.gov>; tearafarrowferman@ctuir.org; LANI Richard <Richard.LANI@odot.oregon.gov>
Cc: Clinton Spencer <cspencer@hermiston.or.us>; STACEY Addie <Addie.STACEY@odot.oregon.gov>
Subject: RE: Site plan notice

This message was sent from outside the organization. Treat attachments, links and requests with caution. Be conscious of the information you share if you respond.

Good Morning.
We have asked the applicant for clarification on the size of the building. The application stated 1500 sq ft, the tax assessor says 2491 sq ft.
They do intend to lease out the remainder of the building to other tenants in the future. A walk-up counter inside the building is proposed along with the drive-thru window for the soda shop, but no indoor seating.
Additional material was submitted by the applicant and is attached.
Thanks,

Heather La Beau
(541) 667-5025 option 1

City of Hermiston
hlabeau@hermiston.or.us
Where Life is Sweet

From: LAPP Thomas <Thomas.Lapp@odot.oregon.gov>
Sent: Wednesday, June 21, 2023 7:59 AM
To: Heather LaBeau <hlabeau@hermiston.or.us>; tearafarrowferman@ctuir.org; LANI Richard <Richard.LANI@odot.oregon.gov>
Cc: Clinton Spencer <cspencer@hermiston.or.us>; STACEY Addie <Addie.STACEY@odot.oregon.gov>
Subject: RE: Site plan notice

STOP and VERIFY This message came from outside of the City of Hermiston

Heather & Clint,

The existing US395 approach is not permitted for use so I am doing the research to see if the Department can move it from an unpermitted/unresolved Inventory record to Status: Presumed to be Permitted, and this will be for the ongoing legal use of the approach for the new use of the building site.

I am evaluating the notice based on the use of the existing highway approach and I need some additional information about the new use if you can provide it.

In my Change of Use evaluation I have the previous use as a salon/ day spa so I will compare the trip generation for a spa vs a drive thru coffee business with one window and no indoor seating. I have no ITE land use for a drive thru soda business so coffee sales is our default use.

Will the balance of the 2500 square foot building be used for a separate business use? If this does occur in the future the Department will do need to evaluate the site for COU again.

A 2nd concern is how the drive-up window will function if customers try to access from US395 instead of from 4th street via tax lot 102. Will the building be open for walk in customers as well as drive-thru?

Thanks,

Thomas Lapp
District 12 Permit Specialist
1327 SE 3rd Street
Pendleton, OR 97801
Ph (541)278-3450
Fax (541)276-5767

From: Heather LaBeau <hlabeau@hermiston.or.us>
Sent: Tuesday, June 20, 2023 11:37 AM
To: tearafarrowferman@ctuir.org; LAPP Thomas <Thomas.Lapp@odot.oregon.gov>; LANI Richard <Richard.LANI@odot.oregon.gov>
Subject: Site plan notice

This message was sent from outside the organization. Treat attachments, links and requests with caution. Be conscious of the information you share if you respond.

Good Morning. Attached is a notice being mailed today.

Thanks,

Heather La Beau

(541) 667-5025 option 1

City of Hermiston

hlabeau@hermiston.or.us

Where Life is Sweet

Dear Mr. Spencer/ To whom it may concern(lawyer),

June 28th, 2023

My name is Laura Lee and I currently reside at 900 SE 4th St. and I am writing this letter to share my concerns and questions regarding the Land Use Action Proposal put forth by Amy Stanton and Slade Smith (SA Smith LLC) which proposes making the easement a one way drive thru entering from 4th street and exiting on hwy 395. I have lived in this house since 2000 and purchased the property a few years later. The easement property lot 102, along with lot 300 (the state farm / more recently beauty salon Simply Divine and my house lot 301 all belonged to Bill Elfering. When I moved here I rented the home from him and later on purchased it. While all of it was owned by Bill Elfering & Bill Jamison it was at one time split in two – the top floor and half the downstairs of the state farm bldg. was the State Farm Agency and the the other portion of the downstairs (on the side closest to the restaurant/Safeway) housed a branch of the Community First Credit Union (under another name). According to Bill Elfering it never had a drive thru. When Mrs. Stanton and Mr. Smith first told me of their plans they told me they could make it a drive through and one way because of the prior history of it being a having been a bank with a drive thru in the past.

Concerns/Questions:

1. What was the original intent of the easement for lot 102? The easement was obtained by Bill Jamison & Bill Elfering in order for his business and home to have access to 4th street in 1976 and as time progressed and his home became a rental home the tenants had use of it as well. My lot is 100" by 70" and is 16 tenths of an acre. Lot 300 has 31 tenths of an acre plus 3 tenths of an acre for the easement lot 102. On my paperwork from my refinance in 2009 lot 102 also has the number 135 circled – what does this mean? I do not see this number on the proposal.

This house is actually a duplex and had been/was grandfathered in as a residence in a commercial district. When I moved in the downstairs tenant had been living here for over 15 yrs. Both she and I parked in the back of the house right in front of her entryway to her home. She remained a tenant for another 19 yrs. Currently the apartment is vacant and being fixed up to rent again. Ever since I have lived on this property the easement has always been accessible to myself and the other tenant and the customers for the business/public on lot 300– 24hrs a day/7 days a week from both directions – hwy 395 and 4th street. My tenant almost always entered from 395 so she did not have to back in to her space. Both the upstairs and downstairs have entry/exits on the back of the building right next to the easement. The ability for my tenant, myself and my daughter to have access to the back entrances is important for many reasons here are a few.

- A. Moving furniture in and out – some of the furniture in my home had to be brought in from the back door as it wasn't possible to get it in from the front door/porch.

- B. Safety for everyone – needing to be able to exit the bldgs. and get out of the yard quickly.
 - C. A place for first responders to be able to access the back of the house/downstairs apartment.
2. The easement goes right next to my home and alongside my home & easement is a long brick flower bed which contains the natural gas and electrical lines for both domiciles. I am very concerned about the safety of these devices. The proposed business wants to make the easement one way – accessing the shop via 4th st which will mean a major increase in traffic including late evening traffic. I am concerned about this for the following reasons:
- a. For the past 23 years the easement has been utilized by a relatively small number of vehicles throughout the day – all gone by 7PM or earlier. The owners and employees and their customers who came for appts, stayed 5min – a couple hrs then left. The new business will have owners and employees and a lot more customers. Since they will not be going inside they will not be staying for hrs...so more traffic will be the result. This will greatly increase the potential for vehicular crashes and for other damage to my property, my gas & electrical lines & meters, my flower bed and home (which has happened before...details to follow later in this letter). High volume traffic especially during morning and evening high volume commutes, and the late evening hrs (until 10PM) increases chances of speeding, reckless and or under the influence drivers. It will also bring a host of inexperienced and in a hurry teenager drivers during the lunch hours and after school hrs. This will bring an increased chance of crashes and defacing of property and litter on my property. Who will repair my gas/electrical if it gets damaged and if my gas line gets hit – there is an extreme possibility of an explosion or fire – especially if anyone is smoking while in the drive through.
 - b. Noise and fumes – health risks for my daughter and I and future tenants...The easement is next to the main bedroom / office area and having idling cars with people smoking (legal and illegal things) outside the bedroom windows all day including when I am trying to sleep in the evening. I believe that will likely mean I will not be able/willing to open the windows because their will not be fresh air and it will be loud. I will also be faced with losing my privacy because depending on the size of vehicle – I will be visible to the traffic while they are sitting waiting for the line to move or I will have to lose not just the fresh air but also the sunlight and keep the drapes closed when I am home. Rite aid is my neighbor and their delivery trucks do not sit idling while they load/unload and when the drive through pharmacy became very busy during the pandemic and had long lines those vehicles were at least 20+ ft from my bedroom windows versus 3-5 ft and there were times I couldn't open my

windows however it was not 6 days a week and the pharmacy closes by 7 so it never impacted my ability to sleep or cool my room with fresh air at night.

- c. Mrs. Smith and Mr. Slade have offered to put a 6 foot fence up between our properties but they want to bring it out to the edge of my house and take away the tenant parking / my backdoor parking without a gate and another 4 foot fence on the side of the house closest to 4th street alongside the easement to separate the easement from my property hopefully without impeding my view to exit my garage and enter the street (the 4ft fence is not labeled in their plan that was sent to me in the mail).

Extending the fence means that I lose a lot of incentive/monetary value on my rental. I have had access and a parking space for 23 yrs not counting all the years before I moved here that access was allowed. The rental is my business and as a business I believe I have the right to access from both directions and parking for my tenant or for any small business that may choose to work from that location at some future date. The tenant should be able to park there and their clients/customers would have to use the street parking. There is not a lot of street parking when the restaurant is busy so if the tenant has to park on the street as well it will hinder business access. There is not enough room for foot traffic on the easement if there is a steady stream of cars. Over the past 23 years the traffic has been minimal. Three to 4 cars would arrive for work and park and then customers with appts would arrive sporadically throughout the day, park for a while and then leave. This is very different than a line of cars moving through all the time.

I am currently typing at my computer and watching mid-full size pickups hauling trailers turning right from 4th onto the easement and they are having to go very slowly and carefully to do so – it is so tight.

What are the land rules for fence placement between properties. Does the fence go right on the property line? Should the fence be on the business owner's side so they will be responsible for repairing it when it gets hit or damaged? Whose responsibility will be replacing the fence ? Will it be on their easement line or on my property?

Who will be responsible for accidents, damage and / or defacing of my property, home and/or fence? Are they including the 4ft one or not. Will they agree to put in metal posts with brackets or not? maybe instead of a gate? Who is the fencing contractor?

What are the egress laws for the duplex – only 1 gate vs 2 for both units out of yard and does the gate location matter?

- d. Delivery trucksSince I have lived here in 2000 – almost all large delivery vehicles such as UPS, Water delivery trucks, and garbage trucks have all accessed the businesses on lot 300 from hwy 395. There have not been many large trucks but I

will never forget the semi truck that attempted to make a delivery to the Simply Divine 5 or 6 six years ago and made a right turn from 4th st onto the easement. There is a power pole very close to the street between Rite Aid's driveway and the easement lot 102 (this is not mentioned/listed on the proposed land use action drawing) and when making a right turn from 4th into the easement it is a very tight turn for all vehicles. This particular semi driver focused so much on missing the telephone pole that he didn't see the overhead lines that hang down too low for semis to pass under nor the closeness of the flower bed with my utility meters and lines. He missed the power pole but the top of this cab caught the power line, hit the flower bed with the front left of the semi AND the trailer hit my HOUSE damaging the roof. I had to have that side replaced and he had to be towed away. None of it was my fault yet between his insurance and mine I still had to pay a couple thousand dollars to get the roof fixed and could not repair the flowerbed due to the bricks not being made anymore. I dread further incidents of this nature. I believe there is a good chance that large delivery trucks coming from the other direction (the light at 4th and 395) and making a left into the easement are going to be going over/ hitting the curb or going over part of my property to make it. The proposed business is a soda shop – soda is delivered by semis. Unless they are getting permission to use Rite Aid's driveway. And when those deliveries happen how will their customers get through? Are these deliveries going to happen after they close or early in the morning before they open? It is not a large enough space for two lanes or to get by when someone is at the drive thru window area unless they are removing all the bushes next to Rite Aid's dumpster area...but the proposed land use action letter has a site plan that says "proposed bioswell (or is it a bioswale?) engineered drawing attached" but there was no drawing sent to me so I do not know what this means. Semi's should not be going from 4th onto the easement and out onto hwy 395 in my opinion –it is not safe.

- e. Garbage trucks...The proposal shows the trash being located on the back left of the bldg. in lot 300 (the side closest to the restaurant) however the trash has been located on the back right side of the building by the back door (nearest to Rite Aid) the entire time I have lived here (since 2000). My garbage can and the rental's have been located at the corner of my current fence for that length of time as well and the garbage truck has always come from hwy 395 and picked up the garbage at both places – we just pulled them to the edge of the easement. The proposed one way going the other direction will remove all placement and pick up location for the garbage cans for my home & rental. I do not have an issue with having to take the cans to the curb but am concerned about where the Soda Craze people will be placing theirs on pick up day (blocking the easement or in front of my property?) and where do I place my cans the rest of the time? There is a lot of walking traffic in front of my property and I feel that trash cans out front is going to encourage passerby to put their trash in my cans or have people rummaging through my trash.

- f. Right to access from hwy 395 and SE 4th st has been in existence for over 50 yrs – 1976 – present with property owners Bill Jamison, Bill Elfering and Amy Stanton/Slade Smith. Does this qualify as Eminent Domain based on the prior years of use for this house and the people residing in it as tenants and a homeowner?

Heather LaBeau

From: Laura <lauraleemartin2003@yahoo.com>
Sent: Wednesday, July 5, 2023 3:43 PM
To: Planning
Subject: Re: Proposal of Land Use - Lots 300, 301, and 102

STOP and VERIFY This message came from outside of the City of Hermiston _____

Please add the following to my list of concerns.

Where and what type of signage is going to be put up to advertise the location, access and exit points to Soda Craze. Will one way signs be posted as well? If so where? Will the Soda Craze signs be lighted on the 4th street side?

Will lights be being added to the easement/driveway to the drive thru and at the drive through? How bright will they be and where will they point? Will there be flashing lights anywhere?

What will the front parking spaces be for - employee/staff parking only since there is no inside public access or will people be allowed to park and go to the door or another window for service?

Would this business be allowed to be open past 10PM in the future and do they plan to have inside seating/ service down the road? Do they hope to have customer parking in the back down the road?

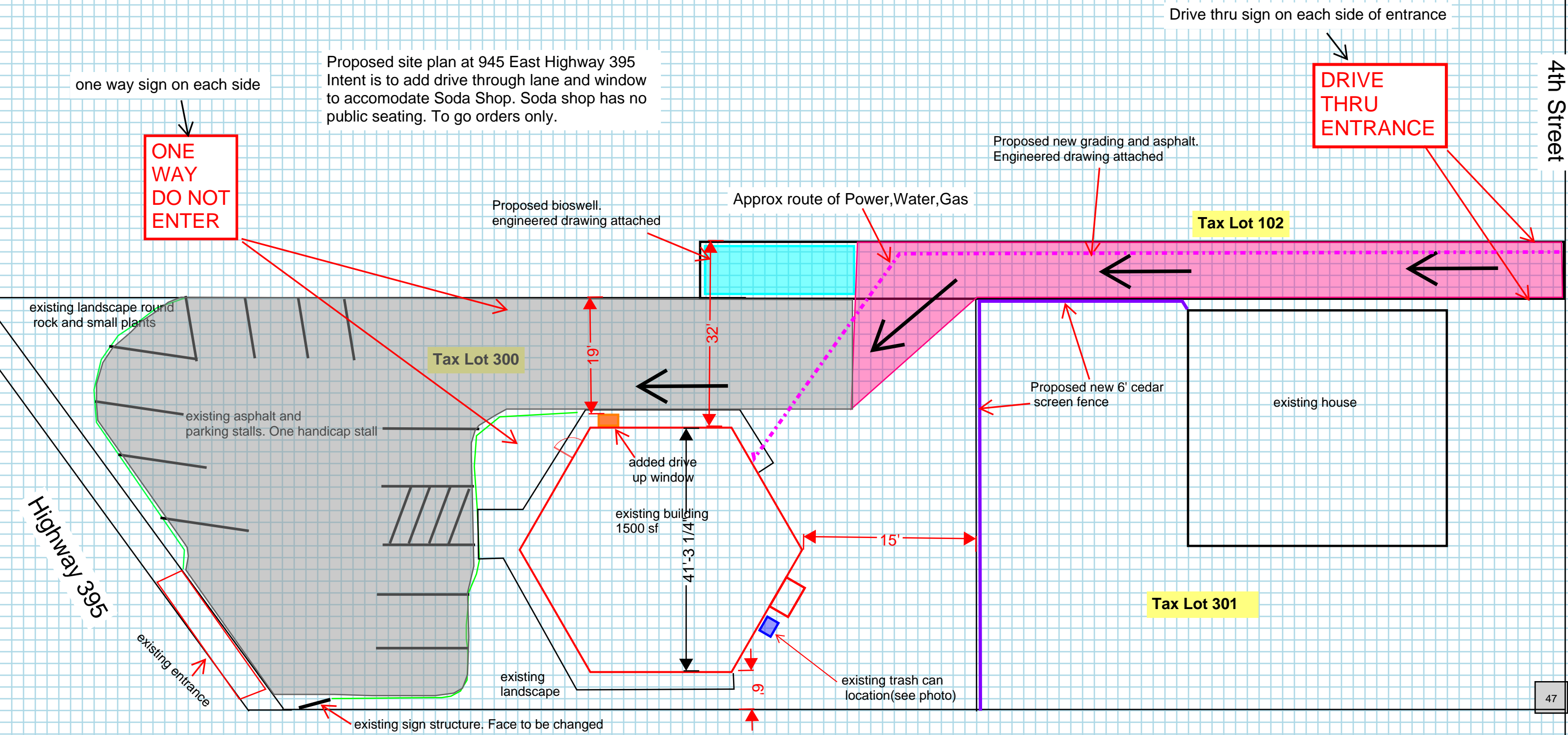
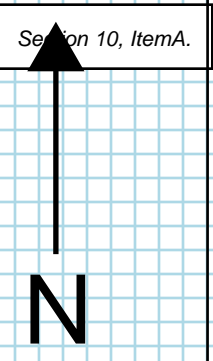
How will the utility lines be accessed after a fence has been put up since many of the existing lines pass beneath my property should the need repairs made at a later date - especially since the proposed fence does not include any gate for access? I do understand they are not being touched right now and we're just marked for fence installation purposes.

Again, thank you for your consideration of these concerns.

Sent from my iPhone

> On Jul 3, 2023, at 10:47 AM, Laura Lee <lauraleemartin2003@yahoo.com> wrote:
>
>
> <Letter of Concerns for proposed land use action 2023.docx>

SA Smith LLC
 Amy and Slade Smith
 Site Plan for 945 S Hwy 395
 6/14/2023





Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of August 28, 2023

Title/Subject

Resolution 2287- Temporary water and wastewater service agreement with Amazon Data Services, Inc. (ADS).

Summary and Background

This agreement outlines the rights and responsibilities of the City and ADS with regard to two components of utility services provided to ADS data center campuses along Feedville Road within Hermiston City Limits. Specifically, it provides for the temporary provision of potable water for cooling, and it provides for the permanent acceptance of a minor component of the operations discharge water.

Potable Water/Cooling Water- It is very important to recognize the temporary nature of the potable water agreement. This agreement calls for the City to provide ADS with potable water in volumes up to 1,400 Gallons Per Minute only through January, 2025. After that time, ADS will permanently receive all of its cooling water via the Port of Umatilla's water rights through the Regional Water System. There are numerous inter-related reasons why this has been structured this way, but the simplest explanation is that ADS needs some cooling water by September, 2023, there is unused capacity available through the City which can meet that timeline, but long-term it is best for all involved to have the permanent supply come from the Port's non-potable water right. Therefore, this agreement has no permanent impact on the City of Hermiston's available water rights from the Columbia River.

This arrangement is a significant 'win-win' for ADS as well as the City's water utility customers. In order to meet ADS' September, 2023 deadline, they are paying to extend a new City-owned potable water main approximately 1.5 miles, which will be used to serve them through January, 2025. After that time, this new section will be abandoned by ADS, and made available for general City use, which completes a major new connection between the Regional Water System and the City of Hermiston's water systems to enhance operational efficiency and redundancy.

Discharge/Sewer Water- This agreement also calls for the acceptance of a minor component of the operation's discharge water. It is important to recognize that this agreement does not allow for discharge of the facility's cooling water. The cooling water will be disposed of by a separate system which is not tied to the City's sanitary sewer system, and therefore will never impact the sewer treatment plant. The cooling water will be addressed by a separate

agreement in the future. This agreement only outlines acceptance of typical sewage like toilet flushing associated with employee usage, as well as the facility's "backwash water."

The backwash water will be generated as a result of flushing-out the facility's water treatment filters periodically, and is capped by this agreement at 28,000 gallons per day.

Tie-In to Council Goals

Focus Area: Attract Industry & Jobs

Fiscal Information

Despite the large potential numbers (1,400 Gallons Per Minute), it is important to understand that this will have a negligible fiscal impact on the utility funds.

First off, on the water supply side of things, it is only limited to, at most, 1.5 years at this point. Additionally, based on the speed to construction, the developments are not going to be fully built-out before the end of 1.5 years. Finally, the water demand from these developments is highly seasonal, so there may only be one building (out of four) operational by summer, 2024. Outside of that, the facility will pull very little of the theoretical maximum of 1,400 gallons per minute.

However, it is important to note that this agreement requires that the customer pay the same general rate for all water consumption as any other customer within the City. The only exception to that being that, due to the physical delivery of water, since it will be sourced from the Regional Water System, on the unlikely chance that the cost of the City Water Utility to purchase potable water from the RWS rises above the price that the City charges to its retail customers, then ADS will pay an amount equal to the cost of the City purchasing the water from the RWS.

On the wastewater side of things, although the agreement will cover permanent service, the fiscal impact will also be relatively minor. This agreement requires that the facility pay the same industrial rate as established for all customers within the City, and as such, it will actually have a meter installed for metering its discharge, and its consumption charge will therefore be updated monthly. At full build-out, it is anticipated that both campuses addressed by this agreement are likely to pay a combined amount of ~\$2,800 per month in the peak summer months, with a total annual amount paid to the City of approximately \$20,000 to \$30,000. This rate structure for industrial users, which requires metering and testing, ensures that the user pays for the amount of system capacity which they use, which, for comparison purposes, is equivalent to the addition of a 150 home subdivision.

Alternatives and Recommendation

Alternatives

1. Approve the resolution.
2. Reject the resolution.
3. Amend the resolution.

Recommended Action/Motion

Approve the resolution.

Submitted By:

Mark Morgan

Section 11, Item A.

RESOLUTION NO. 2287

A RESOLUTION AUTHORIZING A WATER AND WASTEWATER SERVICE AGREEMENT WITH AMAZON DATA SERVICES AND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY

WHEREAS, the City of Hermiston (“City”) and the Port of Umatilla (“POU”) operate the Regional Water System (“RWS”); and

WHEREAS, the POU is working with Amazon Data Services (“ADS”) to provide non-potable cooling water via the RWS through an agreement between those parties; and

WHEREAS, the City is the contracted operator of the RWS and is constructing necessary upgrades to the RWS so that POU can provide the non-potable cooling water per the above proposed referenced agreement, all at the cost of the of ADS; and

WHEREAS, until the necessary upgrades to the RWS are completed and the agreement between POU and ADS begins, the City and ADS desire to enter into an agreement in which the City will provide temporary access to the City’s potable water supply to be used for cooling water purposes; and

WHEREAS, once the upgrades to the RWS are completed and the POU is providing ADS with non-potable cooling water per their agreement, the City will then only continue to supply potable water for employee use and standard industrial sewer use.

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

1. That City Manager be, and 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.
2. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 28th day of August, 2023.

SIGNED by the Mayor this 28th day of August, 2023.

Dr. David Drotzmann, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER

WATER AND WASTEWATER SERVICE AGREEMENT

This WATER AND WASTEWATER SERVICE AGREEMENT (“**Agreement**”) is entered into as of this _____ day of _____, 2023 (the “**Effective Date**”) by and between the CITY OF HERMISTON, OREGON, a municipal corporation with offices at 180 NE 2nd St., Hermiston, OR 97838 (the “**City**”) and AMAZON DATA SERVICES, INC., a Delaware corporation with offices at 410 Terry Avenue North, Seattle, WA 98109 (“**ADS**”). The City and ADS are each referred to as a “**Party**,” and collectively as the “**Parties**.”

RECITALS

A. The City owns and operates a potable water supply system comprised of water diversion, treatment, and distribution facilities that provide potable water to residents and businesses that are customers of the City (“**Potable Water System**”). The City also owns and operates a non-potable industrial water supply system comprised of water diversion, treatment, and distribution facilities that provide industrial water to industrial users that are customers of the City (the “**Regional Water System**”). Collectively, the Potable Water System and Regional Water System are referred to as the “**City Water System**.”

B. ADS is developing two new data center campuses in the City, the **PDX 138 Campus** and the **PDX 245 Campus**, the operation of which requires constant sources of potable and industrial water supply. The City desires to provide potable and industrial water to the PDX 138 and PDX 245 Campuses, and is currently undertaking improvements to the Potable Water System to deliver potable water for domestic purposes (the “**Potable Water System Improvements**”) and improvements and upgrades to the Regional Water System to deliver temporary and permanent industrial cooling water to the campuses (the “**Regional Water System Improvements and Upgrades**”).

C. At ADS’s request, the City and ADS desire to enter into an agreement that provides for water and sanitary sewer services for the PDX 138 and PDX 245 Campuses, as described below:

- a. With respect to the PDX 138 Campus: 1) the delivery from the Regional Water System of 1,400 gallons per minute (“gpm”) of temporary potable cooling water at a pressure of 50 pounds per square inch (“psi”) to the PDX 138 Campus by September 27, 2023; 2) the acceptance of up to 14,000 gallons per day

- (“gpd”) of thickened backwash and domestic sanitary sewer water from the PDX 138 Campus into the City’s sanitary sewer system by September 27, 2023; and 3) the delivery from the Potable Water System of 5,000 gpd of filtered potable water for domestic use by September 27, 2023. Upon the Port of Umatilla’s (the “Port”) delivery of 1,620 gpm of permanent non-potable water capacity at the PDX 138 Campus through the Regional Water System, ADS will abandon its continuous use of 1,400 gpm potable water connection at PDX 138, cease receiving potable water from the Regional Water System for industrial cooling needs except in the case of an emergency, and continue to receive potable water from the Potable Water System for domestic purposes only.
- b. With respect to the PDX 245 Campus: 1) the temporary delivery from the Regional Water System of 350 gpm of filtered potable water at a pressure of 50 psi to the PDX 245 Campus by August 1, 2024, until the Port’s delivery from the Regional Water System of 1,620 gpm of permanent non-potable industrial water at a pressure of 55 psi to the PDX 245 Campus, provided that the temporary potable cooling water capacity allocated under Recital C.a. shall be simultaneously reduced by 350 gpm (the physical connection for such temporary water will be completed by September 27, 2023); 2) the acceptance of up to 14,000 gpd of thickened backwash and domestic sanitary sewer water from the PDX 245 Campus into the City’s sanitary sewer system by September 1, 2024; and 3) the delivery from the Potable Water System of 5,000 gpd of filtered potable water for domestic use by September 1, 2024. Upon the Port’s delivery of the total 1,620 gpm of non-potable water capacity at the PDX 245 Campus, ADS will abandon its continuous use of 350 gpm potable water connection at PDX 245 except in the case of an emergency, cease receiving potable water from the Regional Water System for industrial cooling needs, and continue to receive potable water from the Potable Water System for domestic purposes only.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises, terms and understandings contained herein, and intending to be legally bound hereby, the Parties hereto do agree as follows:

ARTICLE 1 – DEFINITIONS AND INTERPRETATION

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

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

(b) **“Affiliate”** means any entity that directly or indirectly controls, is controlled by or is under common control with ADS, including any direct or indirect subsidiary, parent, or sister company of ADS. For the purposes of this definition, the term “control” means the power to direct or cause the direction of the management or policies, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

(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) **“Cease Data Center Operations”** means any of the following has occurred:

- The water meter supplying the campus water has not registered any flow within the previous 12 months.
- ADS has made a request to the Umatilla County Board of Property Tax Adjustment to reduce the property tax liability for the campus due to business closure.

(e) **“Damages”** means any loss, demand, claim, suit, action, assessment, damage, liability, cost, expense, fine, penalty, judgment, award or settlement, whether or not involving a Governmental Authority or third party claim, including related Fees and Costs, interest, and any amounts paid in investigation, defense or settlement of any of the foregoing. Except as specifically provided in this Agreement, “Damages” does not include, and neither Party will be liable for, any loss of profit and any other incidental, consequential, exemplary, or punitive damages, including, without limitation, lost profits, lost production or lost revenues, except to the extent such damages are awarded and actually paid to a third party.

(f) **“Fees and Costs”** means the reasonable fees and expenses of attorneys, experts, and other persons, and all court costs, fees, and related expenses incurred in connection with any arbitration, administrative, legal or equitable proceeding in any court, administrative body or arbitral forum.

(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) **“Latecomer”** means any person who in the future receives City water supply services from the City Water System within twenty (20) years of the date the Potable Water System Improvements or (20) years of the date the Regional Water System Improvements and Upgrades were completed.

(i) **“PDX 138 Industrial Water Connection”** means the industrial water connection point located on the PDX 138 Campus at the intersection of SE Kelli Blvd. and Feedville Rd., to be designed and constructed by ADS.

(j) **“PDX 138 Potable Water Connection”** means the potable water connection point located on the PDX 138 Campus at the intersection of SE Kelli Blvd. and Feedville Rd., to be designed and constructed by ADS.

(k) **“PDX 245 Industrial Water Connection”** means the industrial water connection point located on the PDX 245 Campus at the intersection of SE Kelli Blvd. and Feedville Rd., to be designed and constructed by ADS.

(l) **“PDX 245 Potable Water Connection”** means the potable water connection point located on the PDX 245 Campus at the intersection of SE Kelli Blvd. and Feedville Rd., to be designed and constructed by ADS.

(m) **“Port Agreement”** means the water services agreement entered between ADS and the Port for the Port’s supply of permanent non-potable cooling water to the PDX 138 and PDX 245 Campuses.

(n) **“Prudent Industry Practices”** means any of the practices, methods, and acts engaged in or approved by a significant portion of the water 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. Prudent Industry Practices 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.

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

1.2 **Interpretation.** In this Agreement, unless the context otherwise requires, in the event of any conflict between the terms and conditions of the body of this Agreement with the terms and conditions of any Exhibit, the terms and conditions of the body of this Agreement will control.

ARTICLE 2– TERM, EFFECTIVE DATE, TERMINATION

2.1 Term.

(a) **Initial Term.** This Agreement will be in full force and effect from the Effective Date and will remain in effect for an initial term of twenty-five (25) years (“**Initial Term**”).

(b) **Renewal Terms.** At the end of the Initial Term, this Agreement will automatically renew for ten successive one (1) year terms (each a “**Renewal Term**”) unless ADS provides written notice to the City at least 90 days prior to the end of the Initial Term or any Renewal Term that it does not intend to renew the Agreement.

2.2 Termination.

(a) **Termination by Mutual Consent.** The City and ADS may terminate this Agreement at any time by mutual written consent.

(b) **Termination by ADS.** ADS may terminate this Agreement at any time by providing written notice to the City at least 90 days prior to the date of such termination.

(c) **Termination by the City.** The City acknowledges the substantial investment to be made by ADS in the PDX 138 and PDX 245 Campuses, and that the operation of the PDX 138 and PDX 245 Campuses is dependent upon the delivery of water by the City. Therefore, the City will keep this Agreement in place and may not unilaterally terminate this Agreement.

(d) **Termination from closure.** ADS Acknowledges the substantial value of the water rights that the City grants ADS via this Agreement. Therefore, after the Initial Term, the City may terminate this Agreement if both the PDX 138 or PDX 245 Campuses cease their data center operation. If only one Campus closes its data center operation, the City and ADS will amend this agreement to terminate the City's obligations with respect to the closed Campus. The City's obligations under this Agreement with respect to the operational Campus will remain in effect and unchanged.

ARTICLE 3 – WATER AND SANITARY SEWER SERVICES

3.1 City Obligations.

(a) **Potable Water System and Regional Water System Improvements; sanitary sewer.** The City will design, engineer, construct, operate, and maintain the Potable Water System Improvements, sanitary sewer, and Regional Water System Improvements and Upgrades in accordance with **Exhibit 1** (Scope of Work and Cost of Phase 1 System Improvements), **Exhibit 2** (Scope of Work and Cost of Phase 2 Regional Water System Upgrades), and **Exhibit 3** (Scope of Work and Cost of PDX245 Offsite Improvements), Prudent Industry Practices, and Applicable Law.

(b) **Written progress updates.** Within 30 days of the Effective Date, the City will give ADS a written update on the City's progress in designing, engineering, and constructing the Potable Water System Improvements and the Regional Water System Improvements and Upgrades.

(c) **Temporary cooling water.**

(1) **PDX 138.** As described in Exhibit 1, no later than September 27, 2023, the City will provide 1,400 gpm of temporary cooling water at a pressure of 50 psi to the PDX 138 Campus to be delivered at the PDX 138 Potable Water Connection via the Regional Water System. If the City cannot provide temporary cooling water via its Regional Water System by September 27, 2023, the City will provide ADS with an alternative source of cooling water at the City's sole costs.

(2) **PDX 245.** The City will provide a temporary delivery of 350 gpm of

filtered potable water at a pressure of 50 psi to the PDX 245 Campus on Feedville Rd by August 1, 2024, until the time that the Port's non-potable water service can begin. If the City cannot provide temporary cooling water via its Regional Water System by August 1, 2024, the City will provide ADS with an alternative source of cooling water at the City's sole costs.

(d) City step-in obligations for permanent industrial cooling water. If the Port cannot provide 1,620 gpm and 1.16 million gpd of industrial cooling water at a pressure of 55 psi to the PDX 138 and PDX 245 Campuses by February 1, 2025, the City will provide ADS with an alternative source of such cooling water at the City's sole costs until the Port provides such non-potable industrial water.

(1) City step-in by or prior to February 1, 2025. If the Port terminates the Port Agreement, or otherwise fails to meet its water service obligations under the Port Agreement, by, or prior to, February 1, 2025, the City will step in and use its own water rights to provide the PDX 138 and PDX 245 Campuses with permanent non-potable cooling water that meets the capacity and pressure specifications set forth in the Port Agreement. The City's obligations to provide ADS with permanent non-potable cooling water under this section will be subject to the City's obligations set forth in this Agreement. The City's obligations to provide ADS with permanent non-potable cooling water under this section will begin immediately upon the earlier of the Port's failure to meet its water service obligations under the Port Agreement or the Port's termination of the Port Agreement, and will continue until the earlier of (i) the termination of this Agreement or (ii) the Parties mutually agree the City will stop providing such service. ADS will pay the City for such permanent industrial cooling water under the rates provided in Section 4.2(b).

(2) City step-in after February 1, 2025. If the Port terminates the Port Agreement or otherwise fails to meet its water service obligations under the Port Agreement after February 1, 2025, and the City has water rights available, the City will step in and use its own water rights to provide the PDX 138 and PDX 245 Campuses with permanent non-potable cooling water that meets the capacity and pressure specifications set forth in the Port Agreement. The City will only be obligated to step in if the City has available water rights to cover some or all of the Campuses' permanent non-potable cooling water needs. The City's water rights are available if they are (1) un-committed, meaning the City is not already obligated to

provide the water rights to another person or entity; (2) fully-developed, meaning the physical infrastructure needed to deliver the water already exists; and (3) un-restricted, meaning the City’s ability to provide the water has not been legally prevented by state or government action. The City’s obligations to provide ADS with permanent non-potable cooling water under this section will be subject to the City’s obligations set forth in this Agreement. If the City has un-committed, un-restricted, and fully-developed water rights available, the City’s obligations to provide ADS with permanent non-potable cooling water will begin immediately upon the Port’s failure to meet its water service obligations under the Port Agreement, and will continue until the earlier of (i) the termination of this Agreement or (ii) the Parties mutually agree the City will stop providing such service. ADS will pay the City for such permanent industrial cooling water under the rates provided in Section 4.2(b).

(e) **Potable water.**

(1) PDX 138. Beginning September 27, 2023, the City will provide 5,000 gpd of filtered potable water via the Potable Water System to the PDX 138 Campus for domestic purposes only, and not for industrial purposes, except as a backup or emergency supply, provided that the City makes no assurances as to available potable capacity for backup or emergency supply after February 1, 2025.

(2) PDX 245. Beginning August 1, 2024, the City will provide 5,000 gpd of filtered potable water via the Potable Water System to the PDX 245 Campus for domestic purposes only, and not for industrial purposes, except as a backup or emergency supply, provided that the City makes no assurances as to available potable capacity for backup or emergency supply after August 1, 2024.

(f) **Sanitary sewer services.**

(1) PDX 138. As described in Exhibit 1, the City will provide sanitary sewer services capable of serving up to 14,000 gpd to the PDX 138 Campus by September 27, 2023.

(2) PDX 245. As described in Exhibit 3, the City will provide sanitary sewer services capable of serving up to 14,000 gpd to the PDX 245 Campus by August 1, 2024.

(g) **Time is of the essence.** City water service to the PDX 138 and PDX 245 Campuses is of the essence of this Agreement, and except as a result of a Force Majeure Event or as agreed to by ADS for maintenance purposes, such service will not be suspended for more than 24 hours.

3.2 ADS Obligations

(a) ADS will reimburse the City \$3,122,813 for costs incurred by the City to design and construct the Potable Water System Improvements, sanitary sewer, and Regional Water System Improvements and Upgrades as described in **Exhibit 1** (Scope of Work and Cost of Phase 1 System Improvements).

(b) ADS will reimburse the City \$15,818,913 for costs incurred by the City to design and construct the Regional Water System Improvements and Upgrades, and installation of generators at the Regional Water System intake and non-potable pump station #2, to provide electrical system redundancy, as described in **Exhibit 2** (Scope of Work and Cost of Phase 2 Regional Water System Upgrades).

(c) ADS will reimburse the City \$3,213,000 for costs incurred by the City to design and construct the Potable Water System Improvements, sanitary sewer, and Regional Water System Improvements and Upgrades, as described in **Exhibit 3** (Scope of Work and Cost of PDX245 Offsite Improvements).

(d) The ADS reimbursement amounts set forth in Section 3.2(a), (b), and (c) will not be increased without the prior written consent of ADS. The City will supply ADS with proof of actual costs within 30 days of the expense. ADS will, upon receipt of request for reimbursement of costs from the City, reimburse the City for the actual costs within 30 days.

3.3 **Latecomer Connection Charge.** For twenty (20) years after the Potable Water System Improvements are completed, and for twenty (20) years after the Regional Water System Upgrades are completed, the City will collect a water connection charge from any and all Latecomers that connect to the Potable Water System Improvements or the Regional Water System Upgrades (“**Latecomer Connection Charge**”) prior to allowing the Latecomer to connect. The Latecomer Connection Charge will be based on the amount of water requested by the Latecomer in proportion to the capacity of the Potable Water System Improvements or the Regional Water System Upgrades. For example, if the total cost of the Regional Water System Upgrades is \$1 million for an added capacity of 1 cfs, and the Latecomer requests 0.1 cfs, the Latecomer Connection Charge should be \$100,000. The City will pay to ADS the full amount of any and all Latecomer Connection Charges collected pursuant to this Section within thirty (30) days of receipt from the Latecomer.

3.4 **City Operation, Maintenance and Repair Responsibilities.** The City will operate and maintain the City Water System and the related connections to the Potable Water System and the Regional Water System in a manner consistent with Prudent Industry Practices and in compliance with all Applicable Law.

3.5 **ADS Operation, Maintenance, and Repair Responsibilities.** ADS will be solely responsible for operation and maintenance of facilities on its properties to the extent such facilities are operated exclusively for the benefit of ADS.

ARTICLE 4 - RATES AND PAYMENTS

4.1 **Water & Sanitary Sewer Rates.**

(a) **Potable water.** Filtered, potable water will be billed at the City of Hermiston Water Department's rate as it exists at the time of usage. The City's and ADS's obligations with respect to billing, payments, appeals, and delinquencies will be governed by Chapter 52 of the Hermiston City Code (including any amendments thereto that the City may from time-to-time duly adopt). In the event that the rate at which the City of Hermiston's Water Department purchases potable water from the Regional Water System exceeds the rate charged to ADS, then City will notify ADS on a monthly basis of the actual overage cost amount and will present ADS with an invoice, due within 30 days, for the actual overage cost no later than January 31 of each year.

(b) **Non-potable industrial water.** If the City steps in to provide permanent non-potable cooling water under Section 3.1(f), ADS will pay the City, as operator of the Regional Water System, for water deliveries according to the rates charged by the City to other non-potable customers of the Regional Water System, as well as any unpaid System Development Charges owed to the Regional Water System according to the adopted methodology. The City's and ADS's obligations with respect to billing, payments, appeals, and delinquencies will be governed by Chapter 52 of the Hermiston City Code (including any amendments thereto that the City may from time-to-time duly adopt).

(c) **Sanitary Sewer.** Sanitary sewer shall be billed at the City of Hermiston Sewer Department's Industrial Discharge User rate as it exists at the time of usage. The City's and ADS's obligations with respect to billing, payments, appeals, and delinquencies will be governed by Chapter 51 of the Hermiston City Code (including any amendments thereto that the City may from time-to-time duly adopt).

4.2 **Rate Discrimination Prohibited.** In the event that the City modifies its rate structure to establish different customer classes or proposes to adopt any other change in rates or charges that do not apply equally to all classes of customers, any such rates

and charges will be fairly and reasonably allocated to each customer class in relation to the cost of the City of providing water service to such customer class.

4.3 **Measurement of Water Quantity.** The City will install, own, and maintain a water meter that meets all applicable accuracy, precision, and calibration standards established by all Applicable Laws. The City will operate, maintain, test, and calibrate the water meter, as necessary, pursuant to Prudent Industry Practices and Applicable Law. The City will meter the amount of water service delivered to ADS facilities within fifteen (15) days following the end of each calendar month. City charges for water service deliveries will be based on the flow rate of the City’s adopted rate structure.

4.4 **Water Meter Calibration and Inspection.** The City will provide ADS with reasonable notice of meter test and calibration dates, provide ADS with access to observe such testing and calibration, and provide ADS certified results of tests and calibrations within 30 days after completion. If, as a result of any test, the water meter is found to be registering outside the applicable accuracy standard, the City will promptly restore the water meter to the applicable accuracy standard, or replace the meter with one that meets such accuracy standard. The City will correct all inaccurate readings for up to a maximum correction period of 12 months and adjust monthly invoices as necessary to incorporate the accurate data.

ARTICLE 5 – FORCE MAJEURE EVENT

5.1 **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, or if foreseeable, could not have been avoided or overcome by such Party through the exercise of commercially reasonable diligence, 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; 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.

5.2 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.

ARTICLE 6 – INDEMNIFICATION

Indemnification by the City. To the extent allowed and limited by the Oregon Constitution and the Oregon Tort Claims Act, the City will indemnify, defend, and hold harmless the ADS Indemnified Parties from and against all third party claims, demands, and legal proceedings and all resulting Damages, arising or resulting from: (1) the negligence or willful conduct of the City or any of its officers, employees, agents, representatives, or contractors in connection with performance of the City's obligations under this Agreement; (2) any violation of Applicable Law arising from the activities of the City or any of the City's officers, employees, agents, representatives, or contractors in connection with performance of the City's obligations under this Agreement; (3) the failure by the City to fulfill any of its obligations under this Agreement; *except that* the ADS Indemnified Parties will not be indemnified hereunder to the extent that such Damages arise or result from the gross negligence or willful misconduct of any ADS

Indemnified Party or the unexcused breach by ADS of any of its obligations under this Agreement.

ARTICLE 7 – REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 ADS Representations and Warranties. ADS represents and warrants that:

(a) ADS is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with all requisite power and authority to enter into and perform its obligations under this Agreement.

(b) This Agreement has been duly authorized, executed, and delivered by all necessary action of ADS and constitutes a legal, valid, and binding obligation of ADS, subject to general equity principles, enforceable against ADS in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the rights of creditors generally.

(c) Neither the execution nor delivery by ADS of this Agreement, nor the performance by ADS of its obligations in connection with the transactions contemplated hereby or the fulfillment by ADS of the terms or conditions hereof: (i) conflicts with, violates, or results in a breach of any Applicable Law; or (ii) conflicts with, violates, or results in the breach of any term or condition of any order, judgment, or decree, or any contract, agreement, or instrument, to which ADS is a party or by which ADS or any of its properties or assets are bound, or constitutes a default under any of the foregoing.

(d) There is no action, lawsuit, claim, demand or proceeding pending before any court, arbitrator, private alternative dispute resolution system, or Governmental Authority, or, to the best of ADS's knowledge, threatened, the outcome of which, if determined in a manner adverse to ADS, could reasonably be expected to have a material adverse effect on the execution and delivery of this Agreement or any other agreement or instrument entered into by ADS in connection with the transactions contemplated hereby, the validity, legality, or enforceability of this Agreement, or any other agreement or instrument entered into by ADS in connection with the transactions contemplated hereby, or which would adversely affect the ability of ADS to perform its obligations hereunder or under any such other agreement or instrument.

7.2 **City Representations and Warranties.** The City represents and warrants that:

(a) The City is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Oregon, with its principal office and place of business at the location set forth in **Section 9.1**, with all requisite power and authority to enter into and perform its obligations under this Agreement.

(b) This Agreement has been duly authorized, executed, and delivered by all necessary action of the City and constitutes a legal, valid, and binding obligation of the City, subject to general equity principles, enforceable against the City in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the rights of creditors generally.

(c) Neither the execution nor delivery by the City of this Agreement, nor the performance by the City of its obligations in connection with the transactions contemplated hereby or the fulfillment by the City of the terms or conditions hereof: (i) conflicts with, violates, or results in a breach of any Applicable Law; or (ii) conflicts with, violates, or results in the breach of any term or condition of any order, judgment, or decree, or any contract, agreement, or instrument, to which the City is a party or by which the City or any of its properties or assets are bound, or constitutes a default under any of the foregoing.

(d) There is no action, lawsuit, claim, demand, or proceeding pending before any court, arbitrator, private alternative dispute resolution system, or Governmental Authority, or, to the best of the City's knowledge, threatened, the outcome of which, if determined in a manner adverse to the City, could reasonably be expected to have a material adverse effect on the execution and delivery of this Agreement or any other agreement or instrument entered into by the City in connection with the transactions contemplated hereby, the validity, legality, or enforceability of this Agreement, or any other agreement or instrument entered into by the City in connection with the transactions contemplated hereby, or which would adversely affect the ability of the City to perform its obligations hereunder or under any such other agreement or instrument.

7.3 **Supply Chain Standards.** To the extent applicable to the City's activities in connection with the Agreement, the City 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 City (acting reasonably and in accordance with Prudent Industry Practices), the City may provide written notice to

ADS of the same, including a full explanation. Following the City’s 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.

7.4 **Confidential Information.** The Parties’ disclosures and activities in connection with this Agreement and the Project are subject to the Non-Disclosure Agreement signed by the Parties dated May 21, 2014 (“NDA”). If the NDA expires or is terminated during the Term and is not renewed or replaced, the terms of such prior NDA will continue to apply to the Parties’ activities in connection with this Agreement and the Project until a new NDA is executed by the Parties.

7.5 **Public Announcements.** The City 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 ADS’s prior written consent, not to be unreasonably withheld. Subject to the NDA, ADS may issue public announcements, press releases, and statements related to this Agreement in its sole discretion. The City may disclose information to third parties if such information has already been publicly disclosed by ADS, and the City is directly asked to provide such information by the third party.

ARTICLE 8 – DEFAULT AND REMEDIES

8.1 **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 Representations.** Makes a representation or warranty that is false or misleading when made to such an extent that it prevents the Party from performing its commitments under this Agreement.

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

(c) **Reorganization or 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.

8.2 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.

8.3 Limitation of Damages. Damages payable under this Agreement will be limited to direct Damages. In no event will ADS be liable for Damages in excess of five million dollars (\$5,000,000). Neither Party will be liable for any 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.

8.4 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 9 – MISCELLANEOUS

9.1 Notices

(a) **Methods and Addresses.** All notices, demands, requests, or other communications required by this Agreement must be in writing and given as follows by: (i) established overnight commercial courier with delivery charges prepaid or duly charged; (ii) electronic mail; or (iii) certified mail, return receipt requested, postage prepaid. All notices must be addressed to the applicable addresses set forth below.

If to ADS:

Amazon Data
Services, Inc. 410
Terry Avenue
North Seattle,
WA 98109
Fax: 206-266-7010
Email: Infraenergy@amazon.com

With a copy to:

410 Terry Avenue North
Seattle, WA 98109-5210
U.S.A.
Attention: General Counsel (AWS)
contracts-legal@amazon.com,
infraenergy@amazon.com Attention: General Counsel
(AWS)

If to the City:

City of
Hermiston
Attn:

Byron
Smith
City
Manager
180 NE 2nd St.,
Hermiston, OR
97838
Fax: 541-567-
5530
Email: bsmith@hermiston.or.us

With a copy to:
*By U.S. Mail and
email* Rich Rich
Tovey
City Attorney
180 NE 2nd St.
Hermiston, OR
97838
Email: rtovey@hermiston.or.us

(b) **Notices Given.** Notices will be deemed “given”: (i) when sent by electronic mail; (ii) when accepted by overnight commercial courier; or (iii) when deposited into the United States Postal Service.

9.2 **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.

9.3 **Assignment.** Except as provided in this Section 9.3, neither Party may assign this Agreement without the other Party’s prior written consent, which will not be unreasonably withheld. ADS may assign this Agreement to an Affiliate of ADS without the City’s consent.

9.4 **Binding Effect and Benefit.** This Agreement will be binding upon and inure to the benefit of the Parties, their successors and their permitted assigns.

9.5 **Entire Agreement.** This Agreement represents the entire agreement between and among the Parties with respect to the subject matter hereof, and supersedes

all prior agreements, understandings and commitments, whether oral or written, with respect thereto.

9.6 **Amendment.** This Agreement may be amended only by a written instrument signed by the Parties.

9.7 **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.

9.8 **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.

9.9 **Survival.** Sections 3.1, 4, 6, 7.4, 8.3, 9.7, and 9.8 will survive expiration or termination of this Agreement.

9.10 **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.

9.11 **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.

9.12 **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.

[SIGNATURE PAGE ON NEXT PAGE]

DRAFT

IN WITNESS WHEREOF, and intending to be legally bound, the duly authorized representatives of the Parties have caused this Agreement to be executed as of the date first written above:

CITY OF HERMISTON

AMAZON DATA SERVICES, INC.

By: _____
Byron Smith, City Manager

By: _____
Nat Sahlstrom
Vice President

ATTEST:

, City Recorder

APPROVED AS TO FORM:

Rich Tovey, City Attorney

DRAFT



SCOPE OF WORK AND PROJECT UNDERSTANDING

April 19, 2022

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 Regional Water System Improvements (Vadata 2023 to 2024) project for the City of Hermiston, Oregon (Owner). The Owner intends to construct the project in two phases.

Phase 1 will consist of upgrading one of the pumps at the Non-potable Pump Station (NPPS) No. 2 and associated electrical and controls; constructing an approximately 6,350-foot-long, 16-inch polyvinyl chloride water line along Feedville Road; constructing an approximately 2,700-foot-long, 12-inch ductile iron water line along S.E. Kelli Boulevard; and constructing a valve and meter vault for a new Vadata campus located near the corner of S.E. Kelli Boulevard and Feedville Road.

Phase 2 will consist of upgrading the Columbia River Intake Pump Station, including two pumps, motors, variable frequency drives (VFDs), piping, and electrical and controls; upgrading NPPS No. 2, including a new building enclosure, two pumps, motors, VFDs, electrical, controls, and piping; constructing an approximately 13,400-foot-long, 24-inch water line along Feedville Road; and constructing a new valve and meter vault for a new Vadata campus located adjacent to Feedville Road.

Phase 1 is intended to be constructed by September 2023 and Phase 2 by August 2024. Figures 1 through 3 attached to this SOW show the locations of the anticipated improvements.

The following assumptions were made during the development of this SOW:

ASSUMPTIONS

- The improvements described in this SOW do not include ultrafiltration of water for the Vadata campuses and do not include any on-site improvements. These improvements will be handled by Vadata.
- The Owner will handle all negotiations with individual property owners for required easements and any land needing to be acquired for the project.
- The Owner will handle all negotiations regarding water right transfers and associated agreements.
- Easement and right-of-way acquisition is not included in this SOW.
- Unrestricted access to the area of potential effect (APE) is available to complete the work.

TASK 1 - DESIGN ENGINEERING SERVICES

Upon approval by the Owner for the Engineer to proceed, the Engineer shall provide design services for the project, including the following tasks:

Project Management and Coordination

The Engineer shall provide project management and coordination of all tasks included in this SOW.



1. Prepare for and hold a pre-design coordination meeting with the Owner and Vadata 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.

Design Engineering

1. Complete a topographic survey of the work area. The topographic survey will include existing utilities, fire hydrants, water meters, valves, manholes, etc. A utility locate will also be completed.
2. Prepare a 60 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. The Bidding and Contract Documents will be in accordance with the Engineers Joint Contract Documents Committee - 2018 standard documents. A draft cost estimate will also be prepared as part of the draft Bidding and Contract Documents preparation.
3. Prepare 90 percent draft Bidding and Contract Documents for the proposed improvements for review and approval by the Owner, its legal counsel and other advisors as appropriate, and appropriate agencies, if any.
4. Attend design review meetings with the Owner and appropriate agencies at the 60 percent and 90 percent draft stages.
5. Make adjustments as needed for the opinion of probable construction cost and probable total project cost based on the final Bidding and Contract Documents.
6. Prepare and furnish final stamped Bidding and Contract Documents to the Owner and appropriate agencies, if any.

The Engineer's services under Design Engineering shall be considered complete when the final Bidding and Contract Documents are approved by the Owner and other governmental authorities having jurisdiction.

TASK 2 - CONSTRUCTION ENGINEERING SERVICES

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



Construction Engineering

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. 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 bid tabulation sheets, 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 the 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. Receive and review schedules, guarantees, bonds, certificates, other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, samples, and other data to be assembled by the Contractor in accordance with the Bidding and Contract Documents.
8. Provide a general engineering review of the work of the Contractor as construction progresses. The Engineer will provide full-time and/or part-time on-site observation as appropriate to review the work, and as approved by the Owner. 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 and the Contractor. 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.

Notwithstanding the above, the Engineer agrees to be responsible for any defects in design due to negligence or negligence in the performance of the full-time or part-time on-site project observation for the project.

9. 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.
10. 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.
11. Prepare Change Orders for the Owner's approval necessary for the proper completion of the work by the Contractor.
12. Review the Contractor's requests for progress payments and, based on on-site observations by the Engineer and the 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).
13. 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.
14. 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 review to determine if the work is substantially complete. If, after considering any objections of the Owner, the Engineer considers the work substantially complete, the Engineer will deliver a Certificate of Substantial Completion to the Owner and the Contractor.
15. In company with the Owner's representatives and appropriate outside agencies, conduct a final inspection to determine if the completed work of the Contractor is acceptable so the Engineer may recommend, in writing, final payment to the Contractor.

The Construction Engineering Services shall be considered complete when the project is accepted by the Owner, and when operation and maintenance materials and Record Drawings have been provided to the Owner.



TASK NO. 3 - ENVIRONMENTAL REVIEW

This task includes preparing a cursory environmental review. The review 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.

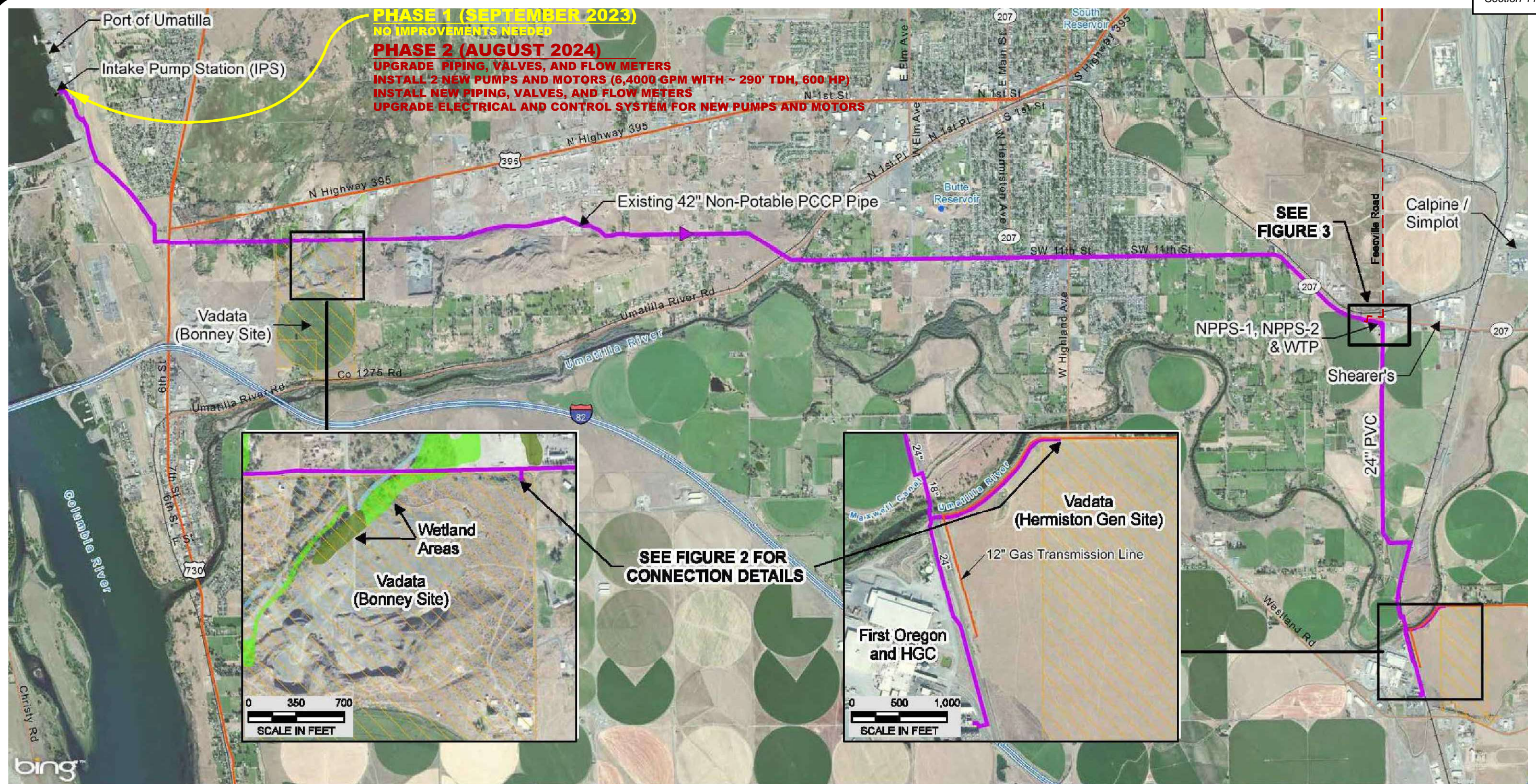
ADDITIONAL SERVICES

In addition to the foregoing being performed, the following services may be provided by the Engineer when requested by the Owner in writing, as required. 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 shall pay all fees associated with any permits and applications, if such fees are required. The Engineer shall not be responsible for such fees.
2. Redesign work when requested to do so by the Owner. Such work shall include changes in the design that are beyond the control of the Engineer and/or changes in the Contract Documents after such Contract Documents have been accepted by the Owner.
3. 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.
4. Perform special tests, specialized studies, or tests other than previously outlined herein that may be required on the project.

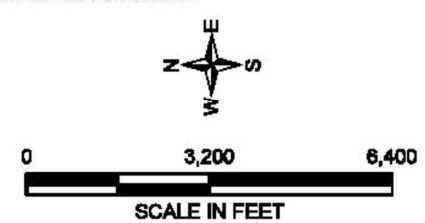
FEE ESTIMATE

1. The estimated fee for "Design Engineering Services" outlined herein is \$130,000 for Phase 1 and \$300,000 for Phase 2, on a lump sum basis.
2. The estimated fee for "Construction Engineering Services" outlined herein is \$180,000 for Phase 1 and \$450,000 for Phase 2, on an hourly fee basis, plus direct reimbursable expenses. This amount shall not be exceeded without notification to and approval from the Owner. The estimated fee for "Construction Engineering Services" is included here for budgeting purposes only and is based on an assumed construction time of approximately 150 calendar days for Phase 1 and 360 calendar days for Phase 2.
3. The estimated fee for "Environmental Review" outlined herein is \$4,000 for Phase 1 and \$6,000 for Phase 2, on an hourly fee basis, plus direct reimbursable expenses. This amount shall not be exceeded without notification to and approval of the Owner.



LEGEND

- 12" High Pressure Gas Transmission Line
- Non-potable Line
- Interstate
- Highway
- Major Road
- Railroad
- Parcels
- Bonney Site - Wetlands
- Freshwater Emergent Wetland
- Freshwater Forest / Shrub Wetland
- Water

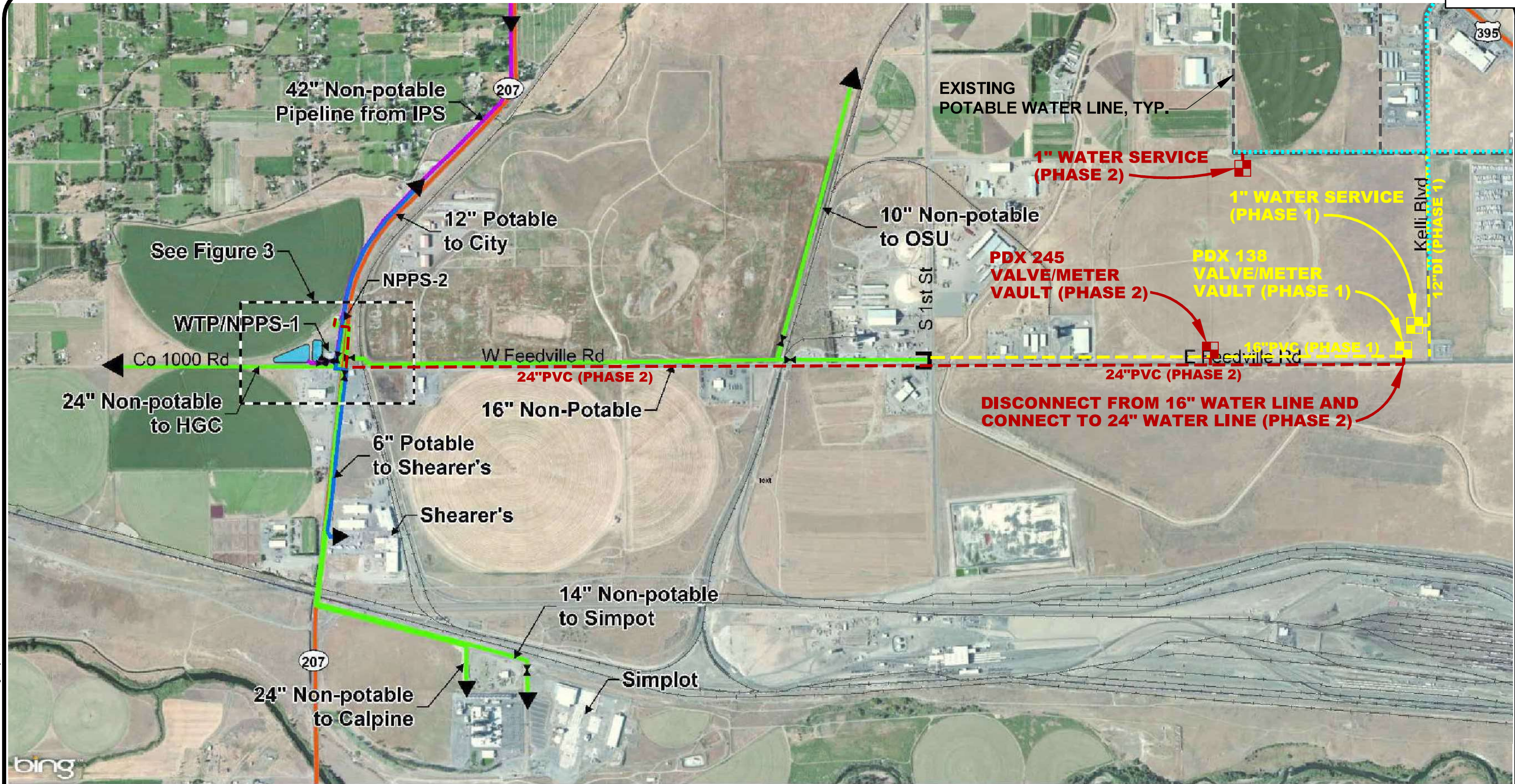


CITY OF
HERMISTON, OREGON
VADATA UPGRADES 2022-2024

PDX 138 AND PDX 245
VADATA CONNECTION

FIGURE
1

Q:\HERMISTON\736-127_RWS GenEng\Drafting\PDX-OPT1-736-127-FIG 1.dwg, Layout1, 4/6/2022 12:26 PM, lwillhite



LEGEND

| | | | | | |
|--|-----------------------------------|--|-------------------------------|--|--|
| | Valve | | Highway | | New Non-Potable Water Piping (Phase 1) |
| | Pipeline Cap | | Railroad | | New Non-Potable Water Piping (Phase 2) |
| | Non-potable Water Piping | | Ponds / Lagoons | | |
| | Non-potable Water Piping from IPS | | Existing Potable Water Piping | | |
| | Potable Water Water Piping | | Existing Sewer Piping | | |

SCALE IN FEET

anderson
perry
& associates, inc.

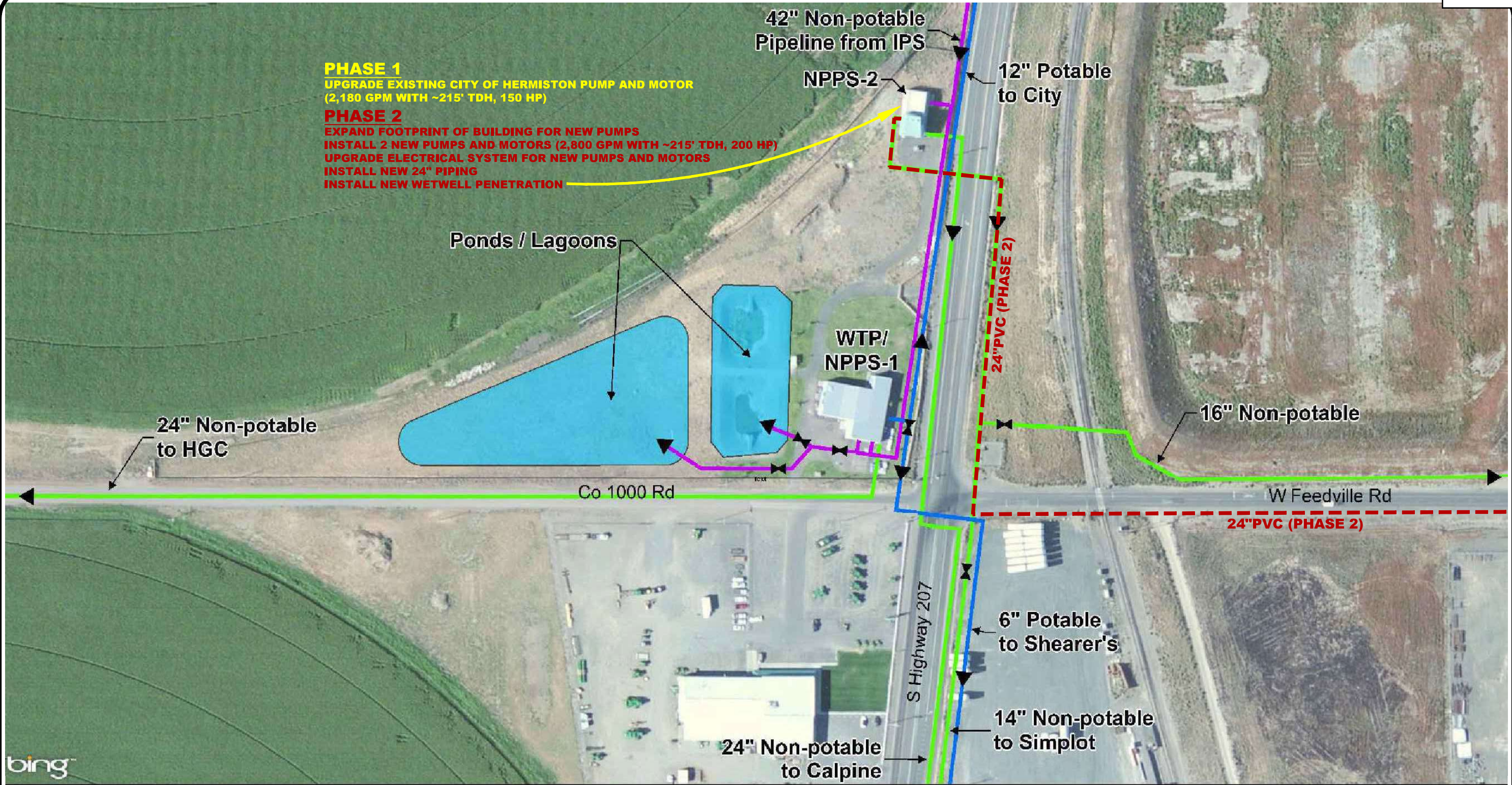
CITY OF
HERMISTON, OREGON
VADATA UPGRADES 2022-2024
PDX 138 AND PDX 245
REGIONAL WATER
TRANSMISSION CONNECTIONS

FIGURE
2

Q:\HERMISTON\736-127_RWS GenEng\Drafting\PDX-OPT1-736-127-FIG 2.dwg, Layout1, 4/6/2022 11:22 AM, lwillhite

PHASE 1
UPGRADE EXISTING CITY OF HERMISTON PUMP AND MOTOR
(2,180 GPM WITH ~215' TDH, 150 HP)

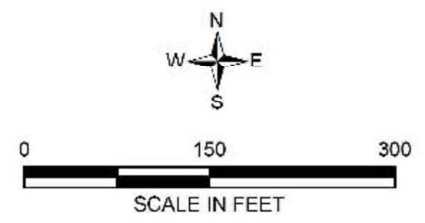
PHASE 2
EXPAND FOOTPRINT OF BUILDING FOR NEW PUMPS
INSTALL 2 NEW PUMPS AND MOTORS (2,800 GPM WITH ~215' TDH, 200 HP)
UPGRADE ELECTRICAL SYSTEM FOR NEW PUMPS AND MOTORS
INSTALL NEW 24" PIPING
INSTALL NEW WETWELL PENETRATION



- LEGEND**
- Valve
 - Non-potable Water Piping
 - Non-Potable from IPS
 - Potable Water Water Piping

- Ponds / Lagoons
- New Non-Potable Water Piping

- New Non-Potable Water Piping (Phase 1)
- New Non-Potable Water Piping (Phase 2)



CITY OF
HERMISTON, OREGON
VADATA UPGRADES 2022-2024
**PDX 138 AND PDX 245
AREA PIPING LAYOUT**

**FIGURE
3**

Q:\HERMISTON\736-127 RWS GenEng\Drafting\PDX-OPT1--736-127-FIG 3.dwg, Layout1, 4/6/2022 12:27 PM, lwillhite

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between the City of Hermiston, Oregon (“Owner”) and Rotschy, Inc. (“Contractor”). Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The Work for this Project includes, but is not limited to, installation of approximately 7,000 feet of 16-inch polyvinyl chloride (PVC) with a jack and bore of Oregon Highway 207, 900 feet of 8-inch PVC gravity sewer pipe, and 1,800 feet of 12-inch ductile iron pipe; modifications to the existing Regional Water System’s water treatment plant including new pumps, motors, electromagnetic meters, electrical and controls; and all Work required to provide a complete and operational water system.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Regional Water System Improvements Phase 1 - 2023.**

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Anderson Perry & Associates, Inc.

3.02 The Owner has retained Anderson Perry & Associates, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 240 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 270 days after the date when the Contract Times commence to run.

B. Parts of the Work shall be substantially completed on or before the following Milestone:

1. Milestone 1 - All materials, equipment, and shop Drawing submittals for the Project shall be due 60 days following the Notice to Proceed.

C. The Contractor shall anticipate Project sequencing as described in the General Requirements.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 - 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
 - 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 - 4. Milestones: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, at the prices stated in Contractor’s Bid Form, Article 5 - Bid Schedule, attached hereto as Exhibit A.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 *Submittal and Processing of Payments*
 - A. Contractor shall process Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 *Progress Payments; Retainage*
 - A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- C. In accordance with Oregon Revised Statutes 279C.510, if the Contract Price exceeds \$500,000, the Owner shall place amounts withheld as retainage in an interest-bearing escrow account selected by the Owner. Interest on the retainage amount shall accrue from the date the payment request is approved until the date the retainage is paid to the Contractor to which it is due. Interest from such account shall be paid to the Contractor.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 6 percent per annum.
- 7.02 All moneys not paid when due shall bear interest at an annual rate equal to three (3) times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is 30 days after receipt of the Engineer-approved Application for Payment from the Contractor or 15 days after the payment is approved by the Owner, whichever is the earlier date. The annual rate of interest shall not exceed 30 percent.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing

surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 of 7 to 7 of 7, inclusive).
 - 2. Exhibit A: Contractor's Bid Form, Article 5 - Bid Schedule (pages 3 to 4, inclusive).
 - 3. Exhibit B: Addenda (1 to 1, inclusive)
 - 4. Performance Bond (not attached but incorporated by reference).
 - 5. Payment Bond (not attached but incorporated by reference).
 - 6. Certificate of Insurance (not attached but incorporated by reference).
 - 7. General Conditions (not attached but incorporated by reference).
 - 8. Supplementary Conditions (pages 1 of 20 to 20 of 20, inclusive) (not attached but incorporated by reference).
 - 9. Wage Requirements (not attached but incorporated by reference).
 - 10. Specifications as listed in the table of contents of the Contract Documents (not attached but incorporated by reference).

11. Appendices (not attached but incorporated by reference).
 12. Drawings (not attached but incorporated by reference) consisting of a cover sheet and Sheets G-001 and G-100, W-101, W-401 to W-403, W-501, U-101 to U-110, U-401 to U-402, U-501 to U-504, SS01 to SS02, SS04 to SS05, ST20, W03 to W04, W06 to W07, W14, GE-1, E-1 to E-9, GI-1 to GI-6, and I-1, inclusive.
 13. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed
 - b. Applications for Payment
 - c. Requests for Interpretation
 - d. Field Orders
 - e. Work Change Directives
 - f. Change Orders
 - g. Contractor's Notice of Substantial Completion
 - h. Certificate of Substantial Completion
 - i. Contractor's Completion Certification
 - j. Notice of Acceptability of Work
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. Counterparts will be provided to Owner, Contractor, and Engineer.

This Agreement will be effective on 12/21/22 (which is the Effective Date of the Contract).



OWNER: **City of Hermiston, Oregon**

CONTRACTOR: **Rotschy, Inc.**

Mark Morgan

Drew Rotschy

By: Mark Morgan

By: DREW ROTSCHE

Title: ACM

Title: VICE PRESIDENT

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]

Attest: [Signature]

Title: City Recorder

Title: SECRETARY

Address for giving notices:

Address for giving notices:

180 N.E. 2nd Street

7408 N.E. 113th Circle

Hermiston, Oregon 97838

Vancouver, Washington 98662

License No.: ROTSCH*1200A
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)



Exhibit A
Contractor's Bid Form, Article 5 - Bid Schedule

ARTICLE 5 – BID SCHEDULE

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

| NO. | ITEM | UNIT | UNIT PRICE | AMOUNT | TOTAL PRICE |
|-------------------|--|------|-------------|-----------|---------------|
| 1. | Mobilization/Demobilization (not to exceed 5% of Total Bid Price) | L.S. | XXX | All Req'd | \$ 110,000.00 |
| 2. | Temporary Protection and Direction of Traffic/Project Safety | L.S. | XXX | All Req'd | \$ 49,000.00 |
| 3. | Job Photos | Each | \$25.00 | 30 | \$ 750.00 |
| 4. | Modifications, Chlorination, and Testing of Existing 16-inch polyvinyl chloride (PVC) Water Line | L.S. | XXX | All Req'd | \$ 13,600.00 |
| 5. | Regional Water System Water Treatment Plant Modifications | L.S. | XXX | All Req'd | \$ 609,000.00 |
| 6. | Water Treatment Plant Existing Meter Vault Improvements | L.S. | XXX | All Req'd | \$ 36,726.00 |
| 7. | Water Treatment Plant Production Meter Vault Improvements | L.S. | XXX | All Req'd | \$ 89,500.00 |
| 8. | Erosion and Sediment Control | L.S. | XXX | All Req'd | \$ 8,000.00 |
| 9. | Removal of Structures and Obstructions | L.S. | XXX | All Req'd | \$ 55,000.00 |
| Water Line | | | | | |
| 10. | 16-inch PVC Water Line | L.F. | \$ 118.00 | 7,250 | \$ 855,500.00 |
| 11. | 16-inch Restrained Joint Ductile Iron (DI) Water Line | L.F. | \$ 381.00 | 40 | \$ 15,240.00 |
| 12. | 12-inch DI Water Line | L.F. | \$ 93.60 | 1,850 | \$ 173,160.00 |
| 13. | 8-inch DI Water Line | L.F. | \$ 80.00 | 25 | \$ 2,000.00 |
| 14. | 18-inch Butterfly Valve | Each | \$ 5,445.00 | 1 | \$ 5,445.00 |
| 15. | 16-inch Butterfly Valve | Each | \$ 4,722.00 | 8 | \$ 37,776.00 |
| 16. | 12-inch Gate Valve | Each | \$ 4,034.00 | 7 | \$ 28,238.00 |
| 17. | 8-inch Gate Valve | Each | \$ 2,119.00 | 1 | \$ 2,119.00 |
| 18. | Connection to Existing Water Line | Each | \$ 4,545.00 | 5 | \$ 22,725.00 |
| 19. | Fire Hydrant Assembly | Each | \$ 8,356.00 | 14 | \$ 116,984.00 |
| 20. | 2-inch Combination Air Release Assembly | Each | \$ 6,143.00 | 3 | \$ 18,429.00 |
| 21. | Oregon Highway 207 Jack and Bore Crossing | L.S. | XXX | All Req'd | \$ 135,569.00 |
| 22. | Feed Canal Crossing | L.S. | XXX | All Req'd | \$ 6,000.00 |
| 23. | PDX 138 Valves and Meter Vault | L.S. | XXX | All Req'd | \$ 122,334.00 |

| NO. | ITEM | UNIT | UNIT PRICE | AMOUNT | TOTAL PRICE |
|------------------------|--|------|-------------|--------|------------------------|
| 24. | 4-inch Water Meter Installation | Each | \$ 9,502.00 | 1 | \$ 9,502.00 |
| 25. | Disconnection from Existing Water Line | Each | \$ 1,064.00 | 1 | \$ 1,064.00 |
| Sewer Line | | | | | |
| 26. | 8-inch PVC Gravity Sewer Line | L.F. | \$ 41.30 | 910 | \$ 37,583.00 |
| 27. | Manhole | Each | \$ 3,500.00 | 3 | \$ 10,500.00 |
| 28. | 4-inch Sewer Service Connection on Existing Sewer Line | Each | \$ 1,123.00 | 2 | \$ 2,246.00 |
| 29. | Connection to Existing Manhole | Each | \$ 1,446.00 | 1 | \$ 1,446.00 |
| 30. | 4-inch PVC Sewer Service Line | L.F. | \$ 48.40 | 265 | \$ 12,826.00 |
| General | | | | | |
| 31. | Asphalt Surface Restoration | S.Y. | \$ 30.00 | 3,250 | \$ 97,500.00 |
| 32. | Gravel Surface Restoration | S.Y. | \$ 28.00 | 3,800 | \$ 106,400.00 |
| 33. | General Surface Restoration | S.Y. | \$ 15.00 | 100 | \$ 1,500.00 |
| 34. | Driveway Restoration | S.Y. | \$ 74.45 | 180 | \$ 13,401.00 |
| 35. | Hydroseed Restoration | S.Y. | \$ 1.75 | 1,000 | \$ 1,750.00 |
| TOTAL BID PRICE | | | | | \$ 2,808,813.00 |

5.02 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Exhibit B
Addendum

ADDENDUM NO. 1

To the Bidding Documents and Contract Documents

**City of Hermiston, Oregon
Regional Water System Improvements Phase 1 - 2023**

November 23, 2022

**Bid Date: November 29, 2022
Bid Closing: 11:00 a.m.
Bid Opening: 11:00 a.m.
Disclosure Deadline: 1:00 p.m.**

The following additions, deletions, and modifications shall be made to the Contract Documents. Please verify that all sheets and drawings are included.



11/23/2022

I. GENERAL

The sign-in sheet from the November 21, 2022, Pre-Bid Conference is attached.

II. CONTRACT DOCUMENTS

A. SUPPLEMENTARY CONDITIONS, ARTICLE 5 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS, SC-5.03, C., 1., page 2 of 20. Delete this paragraph in its entirety and replace with the following:

The attached Sheet C-5 from the Hermiston Non-Potable Pump Station 2 project, dated August 2004, prepared by Montgomery Watson Harza, contains boring logs for work completed during the design of the Project.

B. TECHNICAL SPECIFICATIONS - SECTION 3 - WATER LINES, PART 2 - MATERIALS, 2.2 Pipe, A. Polyvinyl Chloride (PVC) Pipe, page 3-3. Add the following to the end of the paragraph:

Pipe shall have a minimum dimension ratio (DR) of 18.

- END OF ADDENDUM NO. 1 -

PRE-BID CONFERENCE
CITY OF HERMISTON
REGIONAL WATER SYSTEM IMPROVEMENTS PHASE 1 -2023
NOVEMBER 21, 2022, 10:00 AM

NON-CONTRACTORS - (Please Print)

| NAME | ORGANIZATION | PHONE | EMAIL |
|-----------------|--|--------------|--------------------------------------|
| Kyle Williams | Consolidated Supply ^{independent} | 509-699-8751 | Kyle.Williams@consolidatedsupply.com |
| Chris Hutchings | Anderson Dig | 541-808-9400 | |
| Jay Mathew | ANDERSON PERRY | 541-963-8309 | Jmathew@andersonperry.com |
| MARK MORGAN | CITY OF HERMISTON | 541-567-5524 | |
| ROY RICKENELL | " | " | |
| ALEX MCCANN | " | " | |

CONTRACTORS - (Please Print)

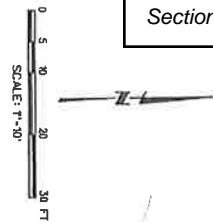
| NAME | ORGANIZATION | PHONE | EMAIL |
|---------------|----------------|----------------|-----------------------------|
| Robert Nelson | C+E Trenching | 509 545 6940 | bids@candetrenching.com |
| Bill Darden | Elite Con. Dev | (509) 713-4544 | billd@elitecnd.com |
| Bob Weir | Hoge Electric | 541-226-1962 | estimating@hogeelectric.com |

Section 11, Item A.

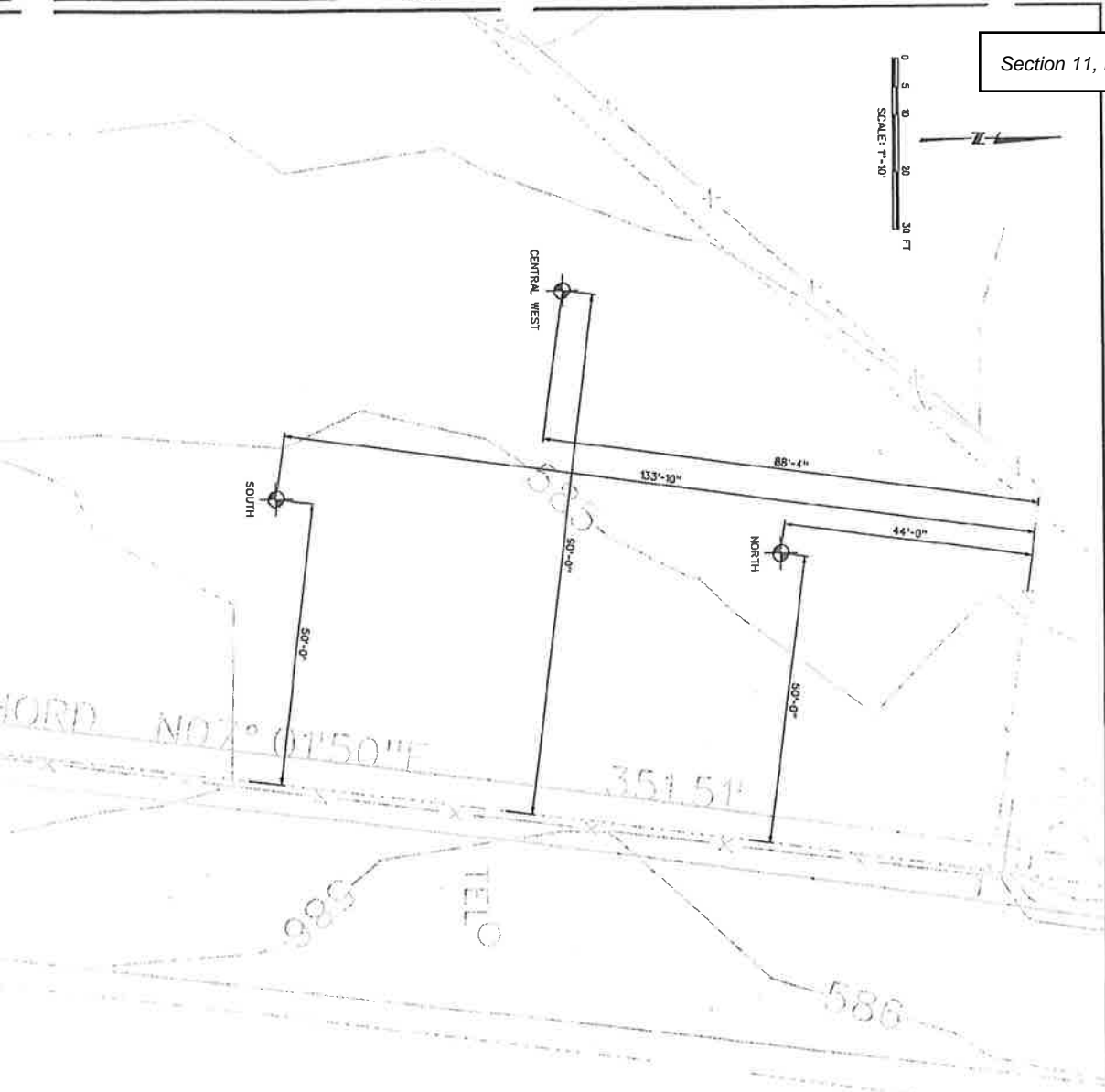
| NAME | ORGANIZATION | PHONE | EMAIL |
|---------------|------------------------------------|---------------|--|
| Ken Linck | Consolidated Supply | 509-679-9677 | Ken.Linck@Conso1.datedSupply.com |
| Joey Webb | Tapani INC | (360)687-1148 | Quotes@Tapani.com |
| Jamie Dunn | Tapani INC | (360)687-1148 | Quotes@Tapani.com |
| Chris Roberts | Culbert construction | (509)544-0229 | Dan@culbertconstruction.com |
| Jeff Kysar | Rotschy Inc | 509 440 1060 | Steve@culbertconstruction.com |
| NEAD REXFORD | Dentur | 360-508-6228 | Estimator@rotschyinc.com |
| GARY ZOLLNER | R+6 Exc | 503 394-2190 | Estimating@delhur.com |
| Brett Brown | Apollo, Inc. | 509-586-1104 | Bids @ apollo-gc.com BrettB@apollo-gc.com |
| River Fenton | TCC Const. | 541-310-1158 | River@thecoregroup.com |
| Robby Koester | TCC Const. | 541-701-8244 | Rob@thecoregroup.com |
| Yani Vaivoda | Crestline Construction | 541-370-4563 | Yani@crestlineconstruction.com |
| Gordon Evans | Game Inc goodman & Mehlenbacher | 509-380-7815 | Gordon@gameincgc.com |
| Ray Temple | Silver Creek Contracting | 541-398-1025 | Ray@silvercreekcontracting.com |

Section 11, Item A.

Section 11, Item A.



| | | |
|----------------|---------------------|--------------|
| RECORD DRAWING | DESIGNED: L. ALBERT | DATE: 1/2/04 |
| SCALE | 0 1/2" = 1' | DATE: 1/2/04 |
| RECORD DRAWING | DESIGNED: L. ALBERT | DATE: 1/2/04 |
| SCALE | 0 1/2" = 1' | DATE: 1/2/04 |



| | |
|-------|--------------------------------------|
| Bores | HERMISTON NON-POTABLE PUMP STATION 2 |
| Bores | BORING LOCATIONS AND BORING LOGS |
| Bores | C-5 |

| DEPTH BELOW SURFACE (FEET) | NORTH | CENTRAL WEST | SOUTH |
|----------------------------|--------------------------------|--------------------------------|--------------------------------|
| 0.0 | SILTY SAND (SM) | SILTY SAND (SM) | SILTY SAND (SM) |
| 6' | SILTY SAND WITH GRAVEL (SM/SP) | SILTY SAND WITH GRAVEL (SM/SP) | SILTY SAND WITH GRAVEL (SM/SP) |
| 10.0 | 18 1/2' | 13 1/2' | 13 1/2' |
| 20.0 | SANDY GRAVEL (SP) | SANDY GRAVEL (SP) | SANDY GRAVEL (SP) |
| 30.0 | 29' | 21' | |
| 40.0 | | | |
| 50.0 | | | |

BORING LOGS

CHANGE ORDER

Section 11, Item A.

Change Order No.: 1

Date of Issuance: **May 8, 2023**
 Owner: **City of Hermiston, Oregon**
 Contractor: **Rotschy, Inc.**
 Engineer: **Anderson Perry & Associates, Inc.**
 Project: **Regional Water System Improvements Phase 1 - 2023**

The Contract is modified as follows upon execution of this Change Order:

| Description of Changes (Supplemental description, Plans and Specifications attached, as applicable) | DECREASE in Contract Price | INCREASE in Contract Price |
|--|-------------------------------|-------------------------------|
| 1.1 Change Order Proposal No. 1 - Tracer Wire Mods | | \$20,818.55 |
| 1.2 Change Order Proposal No. 2 - 12-inch Water Meter | | \$230,252.61 |
| 1.3 Change Order Proposal No. 3 - Main Connection | | \$3,311.91 |
| Subtotal | \$0.00 | \$254,383.07 |
| Net Change in Contract Price for this Change Order | \$254,383.07 | |

JUSTIFICATION:

- 1.1 Owner requested additional connection points for tracer wire to facilitate locating of main after installation.
- 1.2 Developer requested additional 12-inch water meter on Feedville Road for the planned project.
- 1.3 Owner requested connection be made between the 16-inch potable line from Feedville Road to the 12-inch line in Kelli Boulevard.

The amount of the Contract will be (~~Decreased~~) **Increased** (~~Unchanged~~) for this Change Order by the sum of:

\$254,383.07

Total Contract Price prior to this Change Order:

\$2,808,813.00

The Contract Price incorporating this Change Order:

\$3,063,196.07

Contract Times prior to this Change Order:

Date of Substantial Completion: September 27, 2023

Date Ready for Final Payment: October 27, 2023

The Contract period provided for Substantial Completion will be (~~Increased~~) (~~Decreased~~) **Unchanged**.

0 days

Revised Date of Substantial Completion:

Revised Date Ready for Final Payment:

RECOMMENDED:

ACCEPTED:

By: [Signature]
Engineer (if required)
Title: SENIOR ENGINEER
Date: 5/9/23

By: [Signature]
Owner (Authorized Signature)
Title: ACM
Date: 5/9/23

ACCEPTED:

By: Michael McBride
Contractor (Authorized Signature)
Title: PM
Date: 5/8/23

Rotschy Inc

Project: Hermiston Regional Water System Imps. - 2023

Detail for #: 001

Date: 3/16/2023

Detail Page No. 1

| | | | | | | | | |
|-------------|----------|----------------------------------|----|------------|----|--------|-------------------|--|
| ITEM | 1 | Install wire terminations | | | | | | |
| Quantity | 26 | Unit | EA | Unit Price | \$ | 381.08 | Total \$ 9,908.10 | |

| | | | | | | |
|------------|-------------------------|-------|---------|------|------------|--------|
| Subtotal: | General/Admin Overhead: | 0.00% | Bond: | 0.5% | Insurance: | \$4.00 |
| \$9,819.72 | \$0.00 | | \$49.10 | | \$39.28 | |

| | | | | | | |
|-------------|-------------|---------------|------------------|-------------------------------|-------------------|--------------|
| Item | Cost | M.U. % | M.U. Amnt | Other MU / Tax (O.M.T) | O.M.T Amnt | Total |
|-------------|-------------|---------------|------------------|-------------------------------|-------------------|--------------|

| | | | | | | | |
|--------------|--------------------|------------|------------------|-----------------|-------------|-------------|--------------------|
| Labor | \$ 3,768.77 | 15% | \$ 565.31 | Sm Tools | 0.0% | \$ - | \$ 4,334.08 |
|--------------|--------------------|------------|------------------|-----------------|-------------|-------------|--------------------|

| Description | OT | Unit | QTY | Unit Rate | Line Total |
|-------------------------|----|------|-----|-----------|-------------|
| L1 General Laborer | | HR | 52 | \$ 57.63 | \$ 2,996.52 |
| E3 Med Excav (80K-130K) | | HR | 8 | \$ 68.67 | \$ 549.37 |
| Supervision/foreman | | HR | 2 | \$ 69.77 | \$ 139.53 |
| Project Manager | | HR | 1 | \$ 83.34 | \$ 83.34 |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |

| | | | | | | |
|------------------|--------------------|------------|------------------|--|--|--------------------|
| Equipment | \$ 2,040.32 | 15% | \$ 306.05 | | | \$ 2,346.37 |
|------------------|--------------------|------------|------------------|--|--|--------------------|

| Description | Unit | Quantity | Unit Rate | Line Total |
|--|------|----------|-----------|-------------|
| 17311 On-Highway Light Duty Trucks | HR | 26 | \$ 36.32 | \$ 944.32 |
| 11181 SK210D-10 - Crawler Mounted Hydraulic Excavators | HR | 8 | \$ 137.00 | \$ 1,096.00 |
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |

| | | | | | | | |
|-----------------|--------------------|------------|------------------|-----------------|-------------|-------------|--------------------|
| Material | \$ 2,729.80 | 15% | \$ 409.47 | Matl Tax | 0.0% | \$ - | \$ 3,139.27 |
|-----------------|--------------------|------------|------------------|-----------------|-------------|-------------|--------------------|

| Description | Unit | Quantity | Unit Rate | Line Total |
|----------------------------|------|----------|-------------|-------------|
| two wire terminal stations | LS | 1 | \$ 2,529.80 | \$ 2,529.80 |
| Misc materials | LS | 1 | \$ 200.00 | \$ 200.00 |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |

| | | | | | | |
|-----------------------|-------------|-----------|-------------|--|--|-------------|
| Subcontractors | \$ - | 5% | \$ - | | | \$ - |
|-----------------------|-------------|-----------|-------------|--|--|-------------|

| Description | Unit | Quantity | Unit Rate | Line Total |
|-------------|------|----------|-----------|------------|
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |

| | | | | | | |
|----------------------|-------------|------------|-------------|--|--|-------------|
| Miscellaneous | \$ - | 12% | \$ - | | | \$ - |
|----------------------|-------------|------------|-------------|--|--|-------------|

| Description | Unit | Quantity | Unit Rate | Line Total |
|-------------|------|----------|-----------|------------|
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |

Rotschy Inc

Project: Hermiston Regional Water System Imps. - 2023

Detail for #: 001

Date: 3/16/2023

Detail Page No. 2

| | | | | | | | | |
|-------------|----------|-----------------------------------|----|------------|----------|-------|-------------|--|
| ITEM | 2 | Additional traffic control | | | | | | |
| Quantity | 26 | Unit | EA | Unit Price | \$ 69.72 | Total | \$ 1,812.73 | |

| | | | | | | |
|------------|-------------------------|-------|--------|------|------------|--------|
| Subtotal: | General/Admin Overhead: | 0.00% | Bond: | 0.5% | Insurance: | \$4.00 |
| \$1,796.56 | \$0.00 | | \$8.98 | | \$7.19 | |

| Item | Cost | M.U. % | M.U. Amnt | Other MU / Tax (O.M.T) | O.M.T Amnt | Total |
|------|------|--------|-----------|------------------------|------------|-------|
|------|------|--------|-----------|------------------------|------------|-------|

| | | | | | | | | |
|----------------------------|--------------------|------------|------------------|-----------------|-------------|-------------|--------------------|-------------------|
| Labor | \$ 1,562.23 | 15% | \$ 234.33 | Sm Tools | 0.0% | \$ - | \$ 1,796.56 | |
| Description | | | | OT | Unit | QTY | Unit Rate | Line Total |
| L5 Flagger | | | | | HR | 26 | \$ 55.65 | \$ 1,446.98 |
| Traffic Control Supervisor | | | | | HR | 2 | \$ 57.63 | \$ 115.25 |
| | | | | | | | | - |
| | | | | | | | | - |
| | | | | | | | | - |
| | | | | | | | | - |
| | | | | | | | | - |

| | | | | | | | |
|--------------------|-------------|------------|-------------|-------------|-----------------|------------------|-------------------|
| Equipment | \$ - | 15% | \$ - | | | | \$ - |
| Description | | | | Unit | Quantity | Unit Rate | Line Total |
| | | | | | | | - |
| | | | | | | | - |
| | | | | | | | - |
| | | | | | | | - |
| | | | | | | | - |
| | | | | | | | - |

| | | | | | | | |
|--------------------|-------------|------------|-------------|-----------------|-----------------|------------------|-------------------|
| Material | \$ - | 15% | \$ - | Matl Tax | 0.0% | \$ - | \$ - |
| Description | | | | Unit | Quantity | Unit Rate | Line Total |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |

| | | | | | | | |
|-----------------------|-------------|-----------|-------------|-------------|-----------------|------------------|-------------------|
| Subcontractors | \$ - | 5% | \$ - | | | | \$ - |
| Description | | | | Unit | Quantity | Unit Rate | Line Total |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |

| | | | | | | | |
|----------------------|-------------|------------|-------------|-------------|-----------------|------------------|-------------------|
| Miscellaneous | \$ - | 12% | \$ - | | | | \$ - |
| Description | | | | Unit | Quantity | Unit Rate | Line Total |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |

Rotschy Inc

Project: Hermiston Regional Water System Imps. - 2023

Detail for #: 001

Date: 3/16/2023

Detail Page No. 3

| | | | | | | | | |
|-------------|----------|-------------------------------------|----|------------|----|--------|-------------------|--|
| ITEM | 3 | Concrete collars and markers | | | | | | |
| Quantity | 26 | Unit | EA | Unit Price | \$ | 349.91 | Total \$ 9,097.72 | |

| | | | | | | |
|------------|-------------------------|-------|---------|------|------------|--------|
| Subtotal: | General/Admin Overhead: | 0.00% | Bond: | 0.5% | Insurance: | \$4.00 |
| \$9,016.57 | \$0.00 | | \$45.08 | | \$36.07 | |

| Item | Cost | M.U. % | M.U. Amnt | Other MU / Tax (O.M.T) | O.M.T Amnt | Total |
|------|------|--------|-----------|------------------------|------------|-------|
|------|------|--------|-----------|------------------------|------------|-------|

| | | | | | | | |
|--------------|--------------------|------------|------------------|-----------------|-------------|-------------|--------------------|
| Labor | \$ 4,494.78 | 15% | \$ 674.22 | Sm Tools | 0.0% | \$ - | \$ 5,169.00 |
|--------------|--------------------|------------|------------------|-----------------|-------------|-------------|--------------------|

| Description | OT | Unit | QTY | Unit Rate | Line Total |
|--------------------|----|------|-----|-----------|-------------|
| L1 General Laborer | | HR | 78 | \$ 57.63 | \$ 4,494.78 |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |

| | | | | | | |
|------------------|--------------------|------------|------------------|--|--|--------------------|
| Equipment | \$ 1,452.80 | 15% | \$ 217.92 | | | \$ 1,670.72 |
|------------------|--------------------|------------|------------------|--|--|--------------------|

| Description | Unit | Quantity | Unit Rate | Line Total |
|------------------------------------|------|----------|-----------|-------------|
| 17311 On-Highway Light Duty Trucks | HR | 40 | \$ 36.32 | \$ 1,452.80 |
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |

| | | | | | | | |
|-----------------|--------------------|------------|------------------|-----------------|-------------|-------------|--------------------|
| Material | \$ 1,892.92 | 15% | \$ 283.94 | Matl Tax | 0.0% | \$ - | \$ 2,176.86 |
|-----------------|--------------------|------------|------------------|-----------------|-------------|-------------|--------------------|

| Description | Unit | Quantity | Unit Rate | Line Total |
|---|------|----------|-----------|------------|
| Triview Flex™ 66 in. Marker in Blue w/ Decal GD8-1332 | EA | 26 | \$ 36.92 | \$ 959.92 |
| 4000 psi Quikrete Concrete for Collars | BAG | 146 | \$ 5.50 | \$ 803.00 |
| Rebar rings (2 per collar) | EA | 52 | \$ 2.50 | \$ 130.00 |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |

| | | | | | | |
|-----------------------|-------------|-----------|-------------|--|--|-------------|
| Subcontractors | \$ - | 5% | \$ - | | | \$ - |
|-----------------------|-------------|-----------|-------------|--|--|-------------|

| Description | Unit | Quantity | Unit Rate | Line Total |
|-------------|------|----------|-----------|------------|
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |

| | | | | | | |
|----------------------|-------------|------------|-------------|--|--|-------------|
| Miscellaneous | \$ - | 12% | \$ - | | | \$ - |
|----------------------|-------------|------------|-------------|--|--|-------------|

| Description | Unit | Quantity | Unit Rate | Line Total |
|-------------|------|----------|-----------|------------|
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |

FERGUSON WATERWORKS #3011

Price Quotation
Phone: 509-544-2245
Fax: 509-544-9222

Bid No: B448048
Bid Date: 02/22/23
Quoted By: BSC

Cust Phone: 360-686-3072
Terms: NET 10TH PROX

Customer: ROTSCHY INC
HERMISTON WATER SYSTEM IMP
7408 NE 113TH CIRCLE
PASCO ROTSCHY ACCOUNT
VANCOUVER, WA 98662

Ship To: ROTSCHY INC
HERMISTON WATER SYSTEM IMP
7408 NE 113TH CIRCLE
PASCO ROTSCHY ACCOUNT
VANCOUVER, WA 98662

Cust PO#: WIRE TERMINAL STA

Job Name: HERMISTON WATER SYSTEM IM

| Item | Description | Quantity | Net Price | UM | Total |
|-------------|----------------------------------|----------|-----------|----|---------|
| SP-RB14G2TS | RB14G-2T-S TWO TERMINAL WIRE STA | 26 | 97.300 | EA | 2529.80 |

Net Total: \$2529.80
Tax: \$0.00
Freight: \$0.00
Total: \$2529.80

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



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<https://survey.medallia.com/?bidsorder&fc=1620&on=80059>



SNAKEPIT[®] ROADWAY

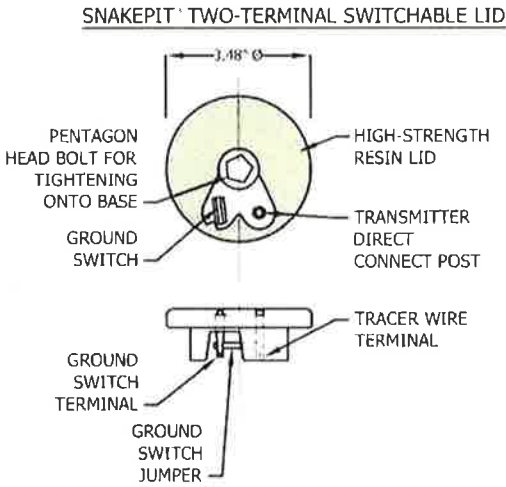
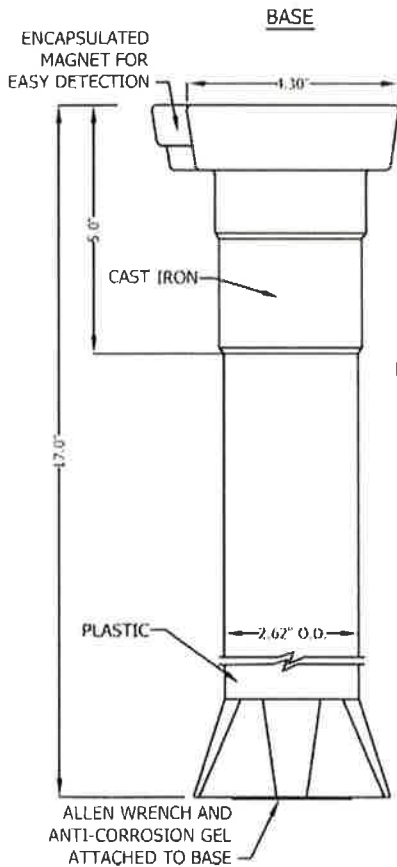
with Two-terminal Switchable Lid

ACCESS POINT

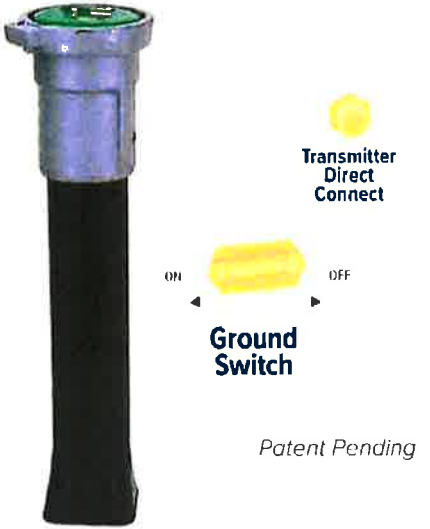
APPLICATION

Use to terminate tracer wire systems and provide direct connection to tracer wire and ground rod, at ground level, in roadway applications. Two-terminal Switchable Lid allows locator to switch ground off and on from top of lid to isolate targeted sections of tracer wire systems. **No need to remove lid.**

Package includes: base, lid, anti-corrosion gel, Allen wrench, installation instructions



RB14*2T-SW– SnakePit Roadway with Two-terminal Switchable Lid (* denotes color)



Patent Pending

FEATURES AND BENEFITS

- Once-and-done installation
- Two-terminal, switchable lid allows for direct connection to tracer wire and ground rod from the top of the lid; single terminal also available
- 5" cast iron collar withstands heavy traffic
- Anti-corrosion gel protects wire
- Locking cover protects against tampering
- Encapsulated magnet allows for detection by a ferrous metal detector
- Lid color-coded to meet American Public Works (APWA) standards for utility identification

APWA UNIFORM COLOR CODE

| | |
|--|------------------------|
| | ELECTRIC |
| | GAS |
| | COMMUNICATION |
| | POTABLE WATER |
| | SEWER |
| | RECLAIMED WATER |

SPECIFICATIONS

These specifications apply to the SnakePit® Roadway Access Point with the Two-terminal Switchable Lid.

Lid Material

- Non-corrosive, injection molded resin
- Flexural modulus 986000 psi, Conditioned (ISO 178)
- Flexural strength 28300 psi, Conditioned (ISO 178)
- Impact rating 43 (-22°F) / 44 (73°F) ft lb/in², Charpy unnotched (ISO 179/1eU)
- Melting temperature 451° F (ISO 11357-3)
- Hardware
 - pentagon head bolt - anodized aluminum
 - terminals and jumper - brass

Base Material

- High-grade ABS rigid plastic (ASTM D1788, Type 1)
- Cast iron collar

Detection

- Access point base designed with magnet securely attached to be easily detected by magnetic locators even when access point is covered by soil, sod and/or paving material

Security

- Locking mechanism secures lid to base in a closed position
- Notched bolt end prevents loss of locking mechanism
- Locking mechanism can only be removed with the proper pentagon wrench

Shape

- Tubular (cylindrical) construction with removable round lid
- Support flange at base

Wire Connections

- Ground switch/terminal used to connect ground wire and to engage/disengage the ground connection
- Ground switch designed to resist unintentional switching - use pliers to switch on/off
- Ground switch, when in 'OFF' position, may be used to ground locate transmitter
- Direct connect post designed for utility locate transmitter positive lead
- Set screws used to secure tracer wire and ground wire to terminals
- Anti-corrosion gel supplied with lid must be applied to wire connections and ground switch jumper to protect connection points
- Access point designed for operational access to underground tracer wire systems

Lid Position

- Access point designed so that when installed, the collar will be flush with the surface and contain the lid so that it will not be in contact with the adjoining backfill or pavement
- The top surface of the access point lid is flush with the top of the base. The top of the bolt, when completely tightened, is flush with or below the lid surface.

- Copperhead products are manufactured under a quality control system that ensures products are free of defects and meet performance requirements.
- Copperhead provides best-in-class customer service. We promise to put forth our best efforts for our customers and to treat everyone we encounter with courtesy and respect.



888-885-2673

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52

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GO

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Shopping Cart

2 Products, 52 Items

QUICK ADD



Rhino Standard Legend Decal for 3-Rail and Wider Post , Water Pipeline w/ 811 Logo

\$3.78 | EA

SKU: 10326613HL

Quantity:

Amount: **\$98.28**

Edit Save for Later Remove



Rhino TriView® Post, 66", Blue

\$29.13 | EA

SKU: 10331619BX

Quantity:

Amount: **\$757.38**

Edit Save for Later Remove

ORDER SUMMARY

SUBTOTAL 52 ITEMS **\$855.66**

Ship to: 99301

Estimated Shipping **\$99.74**

ESTIMATED TOTAL **\$955.40**

HAVE A PROMO CODE?

PROCEED TO CHECKOUT

Rotschy Inc

Project: Hermiston Regional Water System Imps. - 2023

Detail for #: 002

Date: 3/22/2023

Detail Page No. 1

| | | | | | | | |
|-----------------|----------|---|-----------|-------------------|----------------------|--------------|----------------------|
| ITEM | 1 | Supply & Install Vault PDX-245 | | | | | |
| Quantity | 1 | Unit | LS | Unit Price | \$ 230,252.61 | Total | \$ 230,252.61 |

| | | | | | | |
|---------------------|--------------------------------|--------------|-------------------|-------------|-------------------|---------------|
| Subtotal: | General/Admin Overhead: | 0.00% | Bond: | 0.5% | Insurance: | \$4.00 |
| \$228,198.82 | \$0.00 | | \$1,140.99 | | \$912.80 | |

| | | | | | | |
|-------------|-------------|---------------|------------------|-------------------------------|-------------------|--------------|
| Item | Cost | M.U. % | M.U. Amnt | Other MU / Tax (O.M.T) | O.M.T Amnt | Total |
|-------------|-------------|---------------|------------------|-------------------------------|-------------------|--------------|

| | | | | | | | | |
|----------------------------|---------------------|------------|--------------------|-----------------|-------------|-------------|---------------------|-------------------|
| Labor | \$ 10,577.07 | 15% | \$ 1,586.56 | Sm Tools | 0.0% | \$ - | \$ 12,163.63 | |
| Description | | | | OT | Unit | QTY | Unit Rate | Line Total |
| L1 General Laborer | | | | | HR | 100 | \$ 57.63 | \$ 5,762.54 |
| E3 Med Excav (80K-130K) | | | | | HR | 20 | \$ 68.67 | \$ 1,373.42 |
| E5 Hyd Backhoe, Wheel Type | | | | | HR | 20 | \$ 67.31 | \$ 1,346.24 |
| TRK 1 Dump Truck | | | | | HR | 6 | \$ 56.63 | \$ 339.80 |
| Supervision/foreman | | | | | HR | 12 | \$ 69.77 | \$ 837.20 |
| Project Manager | | | | | HR | 3 | \$ 83.34 | \$ 250.03 |
| L5 Flagger | | | | | HR | 12 | \$ 55.65 | \$ 667.84 |
| | | | | | | | | - |

| | | | | | | | |
|--|--------------------|------------|------------------|-------------|-----------------|------------------|--------------------|
| Equipment | \$ 5,339.10 | 15% | \$ 800.87 | | | | \$ 6,139.97 |
| Description | | | | Unit | Quantity | Unit Rate | Line Total |
| 11181 SK210D-10 - Crawler Mounted Hydraulic Excavators | | | | HR | 20 | \$ 137.00 | \$ 2,740.00 |
| 1214 420E IT - Tractor-Loader-Backhoes | | | | HR | 20 | \$ 69.04 | \$ 1,380.80 |
| 17853 6X4 18YD 70KGVW - On-Highway Rear Dumps | | | | HR | 6 | \$ 94.75 | \$ 568.50 |
| 17300 SIERRA 3500HD SLT 4x4 Gas - Light Duty Trucks | | | | HR | 12 | \$ 54.15 | \$ 649.80 |
| | | | | | | | - |
| | | | | | | | - |
| | | | | | | | - |

| | | | | | | | |
|--|---------------------|------------|---------------------|-----------------|-----------------|------------------|----------------------|
| Material | \$ 95,963.50 | 15% | \$ 14,394.53 | Matl Tax | 0.0% | \$ - | \$ 110,358.03 |
| Description | | | | Unit | Quantity | Unit Rate | Line Total |
| Ferguson Waterworks Pipe Quote | | | | LS | 1 | \$ 57,356.00 | \$ 57,356.00 |
| Inland NW Precast Quote (double check vault and PDX-245 vault) | | | | LS | 1 | \$ 35,795.00 | \$ 35,795.00 |
| 3/4"-0 Aggregate Base | | | | TON | 10 | \$ 11.25 | \$ 112.50 |
| Bollards | | | | EA | 7 | \$ 300.00 | \$ 2,100.00 |
| Concrete for thrust blocks, bollards, slab - short loads | | | | CY | 3 | \$ 200.00 | \$ 600.00 |
| | | | | | | | \$ - |
| | | | | | | | \$ - |

| | | | | | | | |
|-----------------------------|---------------------|-----------|--------------------|-------------|-----------------|------------------|---------------------|
| Subcontractors | \$ 94,264.00 | 5% | \$ 4,713.20 | | | | \$ 98,977.20 |
| Description | | | | Unit | Quantity | Unit Rate | Line Total |
| Gordon's Electric COP No. 1 | | | | LS | 1 | \$ 89,264.00 | \$ 89,264.00 |
| Crane Service | | | | LS | 1 | \$ 5,000.00 | \$ 5,000.00 |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |

| | | | | | | | |
|------------------------|------------------|------------|-----------------|-------------|-----------------|------------------|-------------------|
| Miscellaneous | \$ 500.00 | 12% | \$ 60.00 | | | | \$ 560.00 |
| Description | | | | Unit | Quantity | Unit Rate | Line Total |
| Temp power for startup | | | | LS | 1 | \$ 500.00 | \$ 500.00 |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |

19:45:50 FEB 21 2023

Page 1 of 2

FERGUSON WATERWORKS #3011

Order Confirmation
Phone: 509-544-2245
Fax: 509-544-9222

Order No: 1182054
Order Date: 02/21/23
Writer: BSC

Req Date: 03/03/23

Ship Via: OUR TRUCK
Terms: CASH ON DEMAND

Sold To: ROTSCHY INC
HERMISTON WATER SYSTEM IMP
7408 NE 113TH CIRCLE
PASCO ROTSCHY ACCOUNT
VANCOUVER, WA 98662

Ship To: ROTSCHY INC
30115 FEEDVILLE RD
HERMISTON WATER SYSTEM IMP
HERMISTON, OR 97838

Cust PO#: U-107

Job Name: HERMISTON WATER SYSTEM IM

| Item | Description | Quantity | Net Price | UM | Total |
|-------------------------|-----------------------------------|----------|-----------|----|----------|
| BID ITEM 10 | | | | | |
| 16" PVC WATER LINE | | | | | |
| MJFTLA1612 | 16X12 MJXFLG C153 TEE L/A | 1 | 1212.840 | EA | 1212.84 |
| AFC2512FMLAOL | 12 FLG X MJ RW OL GATE VLV L/A | 1 | 2702.610 | EA | 2702.61 |
| SSLDEP12 | 12 DI MJ WDG REST GLND PK *ONELOK | 4 | 430.660 | EA | 430.66 |
| MJSP16 | 16 MJ C163 SLD PLUG | 4 | 417.780 | EA | 417.78 |
| IMJAP16 | 16 MJ C153 ACCY PK W/GLND | 1 | 120.100 | EA | 120.10 |
| IMJBG16 | 16 MJ C153 BLT GSKT PK L/ GLAND | 1 | 87.050 | EA | 87.05 |
| ---- | | | | | |
| IVB910TOP | 18 CI VLV BX TOP ONLY | 1 | 73.840 | EA | 73.84 |
| IVB910WTR | CI VLV BX WTR LID F/ 910 | 1 | 24.320 | EA | 24.32 |
| SDR35PU14 | 6X14 SDR35 PVC GJ SWR PIPE | 14 | 7.609 | FT | 106.53 |
| ---- | | | | | |
| FNWNBZ112 | 12 ZN 150# FLG NUT/BLT SET | 1 | 31.400 | EA | 31.40 |
| UFTF12S | 12 FLG TYTE 1/8 150# FF GSKT SBR | 1 | 55.230 | EA | 55.23 |
| SUBTOTAL | | | | | 4962.36 |
| BID ITEM 23 | | | | | |
| PDX 138 VLV & MTR VAULT | | | | | |
| ---- | | | | | |
| AFT50P12 | 12 CL50 CL DI FASTITE PIPE | 40 | 56.190 | FT | 2247.60 |
| FCROSS12 | 12 DI 125# C110 FLG CRS | 1 | 1353.750 | EA | 1353.75 |
| FT12 | 12 DI 125# C110 FLG TEE | 1 | 1090.870 | EA | 1090.87 |
| BF12 | 12 DI C110 125# BLND FLG | 1 | 310.360 | EA | 310.36 |
| ---- | | | | | |
| MJ9LA12 | 12 MJ C153 90 BEND L/A | 2 | 358.940 | EA | 717.88 |
| SSLDEP12 | 12 DI MJ WDG REST GLND PK *ONELOK | 9 | 130.660 | EA | 1175.94 |
| ---- | | | | | |
| AFC2512FMLAOL | 12 FLG X MJ RW OL GATE VLV L/A | 4 | 2702.610 | EA | 10810.44 |
| MJSP12 | 12 MJ C153 SLD PLUG | 1 | 158.690 | EA | 158.69 |
| ---- | | | | | |
| IVB910TOP | 18 CI VLV BX TOP ONLY | 4 | 73.840 | EA | 295.36 |
| IVB910WTR | CI VLV BX WTR LID F/ 910 | 4 | 24.320 | EA | 97.28 |
| SDR35PU14 | 6X14 SDR35 PVC GJ SWR PIPE | 14 | 7.609 | FT | 106.53 |
| ---- | | | | | |
| FNWNBZ112 | 12 ZN 150# FLG NUT/BLT SET | 14 | 31.400 | EA | 439.60 |

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complete a survey about your orders:

<https://survey.medallia.com/?bidsorder&fc=1620&on=80059>



Fax: 509-544-9222

19:45:50 FEB 21 2023

Reference No: 1182054

| Item | Description | Quantity | Net Price | UM | Total |
|--------------------|---|----------|-----------|----|----------|
| UFTF12S | 12 FLG TYTE 1/8 150# FF GSKT SBR | 10 | 55.230 | EA | 552.30 |
| SZF2C12 | 12 DI STD DUTY REST ZIP FLG | 4 | 166.225 | EA | 664.90 |
| FNWNBSZ1X | 8 ZN 150# FLG NUT/BLT SET | 2 | 11.750 | EA | 23.50 |
| UFTF08S | 8 FLG TYTE 1/8 150# FF GSKT SBR | 2 | 47.970 | EA | 95.94 |
| RDJ40012105010D | *CVR* DJ400-12X10.50 CLS D FLG EPOX | 1 | 1804.000 | EA | 1804.00 |
| FFP12K | 12X2'0 FLGXFLG CL BT DI SPL | 1 | 1220.000 | EA | 1220.00 |
| SP-C631G01BCSVYKCK | 12 631G-01BCSVYKCK CNTL VLV W/X101 THIS PRICING ON THE CLAVAL IS SET TO EXPIRE ON 2/28. | 1 | 19931.110 | EA | 19931.11 |
| SS9212 | 12 ADJ PIPE SDL SUPP | 2 | 140.290 | EA | 280.58 |
| IGNK24 | 2X24 GALV RDY CUT PIPE TBE | 2 | 38.310 | EA | 76.62 |
| WLF757DCDAOSYGPMX | LF 8 SS DBL CHK DET ASSY BFP OS&Y | 1 | 6066.480 | EA | 6066.48 |
| FCR12X | 12X8 DI 125# C110 FLG CONC RED | 2 | 490.650 | EA | 981.30 |
| PLS360S | LS-360S LINK SEAL W/ SS NUT & BLT | 84 | 17.050 | EA | 1432.20 |
| PF92511 | 1/2HP CI SUMP PUMP W/ VERT SWCH | 1 | 285.870 | EA | 285.87 |
| P80NJU | 1-1/2X6 PVC S80 NIP TBE | 1 | 4.600 | EA | 4.60 |
| P80SFBKJ | 2X1-1/2 PVC S80 SPXFIP BUSH | 1 | 10.296 | EA | 10.30 |
| P80SCK | 2 PVC S80 SXS COUP | 1 | 8.090 | EA | 8.09 |
| P80PK | 2 X 20 FT PVC S80 PE PIPE | 20 | 370.590 | C | 74.12 |
| P80S9K | 2 PVC S80 SXS 90 ELL | 1 | 6.950 | EA | 6.95 |
| P80SMAK | 2 PVC S80 SXM ADPT | 4 | 17.660 | EA | 70.64 |
| | SUBTOTAL | | | | 52393.80 |

Net Total: \$57356.16
Tax: \$0.00
Freight: \$0.00
Total: \$57356.16

WARRANTY PROVISIONS

The purchaser's sole and exclusive warranty is that provided by the manufacturer, if any. Seller makes no express or implied warranties. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Complete Terms and Conditions are available upon request or can be viewed on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.

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Inland Northwest Precast
5516 North Starr Rd PO Box 610
Newman Lake, WA 99025
(509) 226-5050

****VETERAN OWNED****
****SMALL BUSINESS****



To: Rotschy Inc.
PROJECT: Hermiston water Systems
PROJECT LOCATION: Hemiston Oregon

ATTN: Michael McBride
PHONE: 360-334-3100
BID DATE:1-11-2023

| BID ITEM# | ITEM DESCRIPTION | QTY | EACH | TOTAL |
|-----------|--|-----|-------------|-------------|
| | | | | |
| | | | | |
| | | | | |
| | 8'x12'x8' High inside Traffic rated vault includes base, Ladder with pull up extension, 72"x96" H-20 Rated aluminum Hatch and sump in base | 1 | \$24,277.00 | \$24,277.00 |
| | 4'x8'x6' High inside Traffic rated vault with base and oversized lid includes with 48"x96" H-20 rated Aluminum hatch | 1 | \$11,518.00 | \$11,518.00 |
| | | | | |
| | *Link Seals for all vault penetrations by contractor | | | |

Quoted From Plans Dated:
BY: Ryan Williams: 2/20/2023 509-904-7429 **TOTAL: \$35,795.00**

***ABOVE QUOTE IS GOOD FOR 30 DAYS. SALES TAX NOT INCLUDED. ALL QUOTES ARE FOB JOB SITE. OFF-LOAD BY CONTRACTOR. PRICES ABOVE ARE TRUCKLOAD QUANTITIES ONLY. PARTIAL LOADS ARE SUBJECT TO ADDITIONAL CHARGES. PRICE SUBJECT TO CHANGE ACCORDINGLY IF THERE ARE REVISIONS**

Gordon's Electric Inc.
80891 hwy 395 North
Hermiston, Ore. 97838
Phone # (541) 567-0114, Fax # (541) 567-1701
Lic # 30-24c CCB# 9144

April 26, 2023

Attn: Daniel Massie

RE: Electrical work for new PDX245 vault.

Hermiston Regional Water Improvements

CO #1 \$89,264.00

Please note: We have included an allowance in our quote for up to 50' of conduit/wire to run power to this vault electrical panel from an unknown location not shown in the upper left detail on sheet E-4, while also referencing sheet keynote H. It is unclear if this conduit run is 10' or 1000' or more.

Inclusions:

- Install electrical and controls complete, duplicating the work required for the PDX138 vault.
- Install 480v disconnect and 6kva step down transformer.
- Flowmeter.

Change Order Breakdown

Labor

| | | |
|------------|----------------------|-------------|
| Journeyman | (\$130/hr x 149 hrs) | \$19,370.00 |
| <hr/> | | |
| Total | | \$19,370.00 |

Materials

| | | |
|---------------------------------|-------|-------------|
| 100 amp panelboard w/ SPD | | |
| 480v 30 amp nonfused disconnect | | |
| 6kva 480 x 208/120v transformer | | |
| Lighting | | |
| Hardware/Fasteners | | |
| Conduit & Fittings | | |
| Wire & Connectors | | |
| Tape | | |
| <hr/> | | |
| Subtotal | | \$21,598.00 |
| Markup | (10%) | \$ 2,160.00 |
| <hr/> | | |
| Total | | \$23,758.00 |

Equipment

| | | |
|------------------|--|-----------|
| Conduit threader | | \$ 250.00 |
| Electric bender | | \$ 250.00 |
| <hr/> | | |
| Total | | \$ 500.00 |

Subcontractors

| | | |
|----------------------------|-------|-------------|
| Instrumentation & Controls | | |
| <hr/> | | |
| Subtotal | | \$41,306.00 |
| Markup | (10%) | \$ 4,131.00 |
| <hr/> | | |
| Total | | \$45,437.00 |

Other

| | | |
|--------|--|-----------|
| Permit | | \$ 199.00 |
| <hr/> | | |
| Total | | \$ 199.00 |

Rotschy Inc

Project: Hermiston Regional Water System Imps. - 2023

Detail for #: 003

Date: 4/18/2023

Detail Page No. 1

| | | | | | | | | |
|-------------|----------|--|----|------------|-------------|--|-------------------|--|
| ITEM | 1 | Connect 16" PVC & 12" DI Waterlines | | | | | | |
| Quantity | 1 | Unit | LS | Unit Price | \$ 3,311.91 | | Total \$ 3,311.91 | |

| | | | | | | |
|------------|-------------------------|-------|---------|------|------------|--------|
| Subtotal: | General/Admin Overhead: | 0.00% | Bond: | 0.5% | Insurance: | \$4.00 |
| \$3,282.37 | \$0.00 | | \$16.41 | | \$13.13 | |

| | | | | | | |
|-------------|-------------|---------------|------------------|-------------------------------|-------------------|--------------|
| Item | Cost | M.U. % | M.U. Amnt | Other MU / Tax (O.M.T) | O.M.T Amnt | Total |
|-------------|-------------|---------------|------------------|-------------------------------|-------------------|--------------|

| | | | | | | | | |
|-------------------------|------------------|------------|------------------|-----------------|-------------|-------------|--------------------|-------------------|
| Labor | \$ 967.37 | 15% | \$ 145.11 | Sm Tools | 0.0% | \$ - | \$ 1,112.47 | |
| Description | | | | OT | Unit | QTY | Unit Rate | Line Total |
| L4 Pipe Layer | | | | | HR | 4 | \$ 59.02 | \$ 236.07 |
| E3 Med Excav (80K-130K) | | | | | HR | 3 | \$ 68.67 | \$ 206.01 |
| Supervision/foreman | | | | | HR | 1 | \$ 69.77 | \$ 69.77 |
| Project Manager | | | | | HR | 1 | \$ 83.34 | \$ 83.34 |
| E4 Loader | | | | | HR | 1 | \$ 67.31 | \$ 67.31 |
| Traffic Control Laborer | | | | | HR | 2 | \$ 49.17 | \$ 98.33 |
| E5 Water Truck | | | | | HR | 0.5 | \$ 67.31 | \$ 33.66 |
| L1 General Laborer | | | | | HR | 3 | \$ 57.63 | \$ 172.88 |

| | | | | | | | |
|--|------------------|------------|------------------|-------------|-----------------|------------------|-------------------|
| Equipment | \$ 745.42 | 15% | \$ 111.81 | | | | \$ 857.23 |
| Description | | | | Unit | Quantity | Unit Rate | Line Total |
| 17311 On-Highway Light Duty Trucks | | | | HR | 4 | \$ 36.32 | \$ 145.28 |
| 11181 SK210D-10 - Crawler Mounted Hydraulic Excavators | | | | HR | 3 | \$ 137.00 | \$ 411.00 |
| 1350 624K - 4-Wd Articulated Wheel Loaders | | | | HR | 2 | \$ 82.49 | \$ 164.98 |
| 1720 DBB2 4000 - On-Highway Water Tankers | | | | HR | 0.5 | \$ 48.31 | \$ 24.16 |
| | | | | | | | - |
| | | | | | | | - |
| | | | | | | | - |
| | | | | | | | - |

| | | | | | | | |
|--|--------------------|------------|------------------|-----------------|-----------------|------------------|--------------------|
| Material | \$ 1,141.45 | 15% | \$ 171.22 | Matl Tax | 0.0% | \$ - | \$ 1,312.67 |
| Description | | | | Unit | Quantity | Unit Rate | Line Total |
| Pipe and Fittings (Ferguson Bid B453113) | | | | LS | 1 | \$ 2,131.91 | \$ 2,131.91 |
| Credit for 12" fittings | | | | LS | -1 | \$ 275.85 | \$ (275.85) |
| Credit for 16" fittings | | | | LS | -1 | \$ 714.61 | \$ (714.61) |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |

| | | | | | | | |
|-----------------------|-------------|-----------|-------------|-------------|-----------------|------------------|-------------------|
| Subcontractors | \$ - | 5% | \$ - | | | | \$ - |
| Description | | | | Unit | Quantity | Unit Rate | Line Total |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |

| | | | | | | | |
|----------------------|-------------|------------|-------------|-------------|-----------------|------------------|-------------------|
| Miscellaneous | \$ - | 12% | \$ - | | | | \$ - |
| Description | | | | Unit | Quantity | Unit Rate | Line Total |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |

FERGUSON WATERWORKS #3011

Price Quotation
Phone: 509-544-2245
Fax: 509-544-9222

Bid No: B453113
Bid Date: 04/14/23
Quoted By: KYK

Cust Phone: 360-686-3072
Terms: NET 10TH PROX

Customer: ROTSCHY INC
HERMISTON WATER SYSTEM IMP
7408 NE 113TH CIRCLE
PASCO ROTSCHY ACCOUNT
VANCOUVER, WA 98662

Ship To: ROTSCHY INC
HERMISTON WATER SYSTEM IMP
7408 NE 113TH CIRCLE
PASCO ROTSCHY ACCOUNT
VANCOUVER, WA 98662

Cust PO#: FIELD ORDER 2

Job Name: HERMISTON WATER SYSTEM IM

| Item | Description | Quantity | Net Price | UM | Total |
|-------------------|-----------------------------|----------|-----------|----|-----------|
| AFT52PD12 | 12 CL52 DCL DI FASTITE PIPE | 20 | 71.270 | FT | 1425.40 |
| MJRLA1612 | 16X12 MJ C153 RED L/A | 1 | 423.940 | EA | 423.94 |
| IMJAP16 | 16 MJ C153 ACCY PK W/GLND | 1 | 127.610 | EA | 127.61 |
| IMJAP12 | 12 MJ C153 ACCY PK W/GLND | 2 | 77.480 | EA | 154.96 |
| Net Total: | | | | | \$2131.91 |
| Tax: | | | | | \$0.00 |
| Freight: | | | | | \$0.00 |
| Total: | | | | | \$2131.91 |

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

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SCOPE OF WORK AND PROJECT UNDERSTANDING September 28, 2022

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 Phase 2 - Regional Water System Improvements - 2023-2024 project for the City of Hermiston, Oregon (Owner). The Owner intends to construct the project in two phases.

Phase 1 consisted of upgrading three of the pumps at the water treatment plant and associated piping, electrical, and controls; constructing an approximately 6,350-foot-long, 16-inch polyvinyl chloride (PVC) water line along Feedville Road; constructing an approximately 2,700-foot-long, 12-inch ductile iron water line along S.E. Kelli Boulevard; constructing an approximately 800-foot long, 8-inch PVC line along S.E. Kelli Boulevard; and constructing a valve and meter vault for a new Vadata campus located near the corner of S.E. Kelli Boulevard and Feedville Road.

Phase 2 will consist of upgrading the Columbia River Intake Pump Station, including two pumps, motors, variable frequency drives (VFDs), piping, and electrical and controls; upgrading Non-potable Pump Station No. 2, including a new building enclosure, two pumps, motors, VFDs, electrical, controls, and piping; constructing an approximately 13,400-foot-long, 24-inch water line along Feedville Road; and constructing a new valve and meter vault for a new Vadata campus located adjacent to Feedville Road.

Phase 1 is intended to be constructed by September 2023 and Phase 2 by August 2024. Figures 1 through 3 attached to this SOW show the locations of the anticipated improvements.

The following assumptions were made during the development of this SOW:

ASSUMPTIONS

- The improvements described in this SOW do not include ultrafiltration of water for the Vadata campuses and do not include any on-site improvements. These improvements will be handled by Vadata.
- No geotechnical report will be needed for the State Highway 207 crossing.
- The Owner will handle all negotiations with individual property owners for required easements and any land needing to be acquired for the project.
- The Owner will handle all negotiations regarding water right transfers and associated agreements.
- Easement and right-of-way acquisition is not included in this SOW.
- Unrestricted access to the area of potential effect (APE) is available to complete the work.

TASK 1 - DESIGN ENGINEERING SERVICES

Upon approval by the Owner for the Engineer to proceed, the Engineer shall provide design services for the project, including the following tasks:



Project Management and Coordination

The Engineer shall provide project management and coordination of all tasks included in this SOW.

1. Prepare for and hold a pre-design coordination meeting with the Owner and Vadata 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.

Design Engineering

1. Complete a topographic survey of the work area. The topographic survey will include existing utilities, fire hydrants, water meters, valves, manholes, etc. A utility locate will also be completed.
2. Prepare a 60 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. The Bidding and Contract Documents will be in accordance with the Engineers Joint Contract Documents Committee - 2013 standard documents. A draft cost estimate will also be prepared as part of the draft Bidding and Contract Documents preparation.
3. Prepare 90 percent draft Bidding and Contract Documents for the proposed improvements for review and approval by the Owner, its legal counsel and other advisors as appropriate, and appropriate agencies, if any.
4. Attend design review meetings with the Owner and appropriate agencies at the 60 percent and 90 percent draft stages.
5. Make adjustments as needed for the opinion of probable construction cost and probable total project cost based on the final Bidding and Contract Documents.
6. Prepare and furnish final stamped Bidding and Contract Documents to the Owner and appropriate agencies, if any.

The Engineer's services under Design Engineering shall be considered complete when the final Bidding and Contract Documents are approved by the Owner and other governmental authorities having jurisdiction.

TASK 2 - CONSTRUCTION ENGINEERING SERVICES

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



Construction Engineering

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. 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 bid tabulation sheets, 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 the 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. Receive and review schedules, guarantees, bonds, certificates, other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, samples, and other data to be assembled by the Contractor in accordance with the Bidding and Contract Documents.
8. Provide a general engineering review of the work of the Contractor as construction progresses. The Engineer will provide full-time and/or part-time on-site observation as appropriate to review the work, and as approved by the Owner. 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 and the Contractor. 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,

**PHASE 2 - REGIONAL WATER SYSTEM IMPROVEMENTS - 2023-2024**

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.

9. 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.
10. 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.
11. Prepare Change Orders for the Owner's approval necessary for the proper completion of the work by the Contractor.
12. Review the Contractor's requests for progress payments and, based on on-site observations by the Engineer and the 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).
13. 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.
14. 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 review to determine if the work is substantially complete. If, after considering any objections of the Owner, the Engineer considers the work substantially complete, the Engineer will deliver a Certificate of Substantial Completion to the Owner and the Contractor.
15. In company with the Owner's representatives and appropriate outside agencies, conduct a final inspection to determine if the completed work of the Contractor is acceptable so the Engineer may recommend, in writing, final payment to the Contractor.

The Construction Engineering Services shall be considered complete when the project is accepted by the Owner, and when operation and maintenance materials and Record Drawings have been provided to the Owner.



TASK NO. 3 - ENVIRONMENTAL REVIEW

This task includes preparing a cursory environmental review. The review 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.

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, as required. 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 shall pay all fees associated with any permits and applications, if such fees are required. The Engineer shall not be responsible for such fees.
2. Redesign work when requested to do so by the Owner. Such work shall include changes in the design that are beyond the control of the Engineer and/or changes in the Contract Documents after such Contract Documents have been accepted by the Owner.
3. 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.
4. Perform special tests, specialized studies, or tests other than previously outlined herein that may be required on the project.

FEE ESTIMATE

1. The estimated fee for "Design Engineering Services" outlined herein is \$570,000, on a lump sum basis.
2. The estimated fee for "Construction Engineering Services" outlined herein is \$600,000, on an hourly fee basis, plus direct reimbursable expenses. This amount shall not be exceeded without notification to and approval from the Owner. The estimated fee for "Construction Engineering Services" is included here for budgeting purposes only and is based on an assumed construction time of approximately 360 calendar days.
3. The estimated fee for "Environmental Review" outlined herein is \$6,000, on an hourly fee basis, plus direct reimbursable expenses. This amount shall not be exceeded without notification to and approval of the Owner.

**CITY OF HERMISTON, OREGON
PRELIMINARY COST ESTIMATE
REGIONAL WATER SYSTEM IMPROVEMENTS
PHASE 2 - PDX146 & PDX245 CAMPUSES (August 2024)
August 5, 2022**

| NO. | DESCRIPTION | UNIT | UNIT PRICE | ESTIMATED QUANTITY | TOTAL PRICE |
|---|---|------|------------|--------------------|----------------------|
| 1 | Mobilization/Demobilization | LS | \$ 330,000 | All Req'd | \$ 330,000 |
| <i>River Intake Pump Station</i> | | | | | |
| 2 | River IPS Demolition (motor, pump, controls, instrumentation, etc.) | LS | 15,000 | All Req'd | 15,000 |
| 3 | River IPS Pump and Motor Upsize (furnish and install) (650 HP) | EA | 300,000 | 3 | 900,000 |
| 4 | River IPS Pump Pad and Pedestal Modifications | EA | 7,000 | 3 | 21,000 |
| 5 | River IPS Pump VFD | EA | 250,000 | 3 | 750,000 |
| 6 | River IPS Piping/Fittings | EA | 25,000 | 3 | 75,000 |
| 7 | River IPS Valves | EA | 25,000 | 3 | 75,000 |
| 8 | River IPS Electrical | LS | 60,000 | All Req'd | 60,000 |
| 9 | River IPS Controls and Instrumentation | LS | 60,000 | All Req'd | 60,000 |
| <i>Non-potable Pump Station No. 2</i> | | | | | |
| 10 | NPPS No. 2 New Pump Enclosure | SF | 350 | 400 | 140,000 |
| 11 | NPPS No. 2 Pump and Motor Upsize (furnish and install) (350 HP) | EA | 150,000 | 2 | 300,000 |
| 12 | NPPS No. 2 Pump Pad and Pedestal | EA | 5,000 | 2 | 10,000 |
| 13 | NPPS No. 2 New Wetwell Penetration | EA | 50,000 | 1 | 50,000 |
| 14 | NPPS No. 2 Portable Pump Crane | EA | 15,000 | 1 | 15,000 |
| 15 | NPPS No. 2 Pump VFD | EA | 120,000 | 2 | 240,000 |
| 16 | NPPS No. 2 Piping/Fittings | LS | 150,000 | All Req'd | 150,000 |
| 17 | NPPS No. 2 New Power Supply (1250KVA Transformer) | EA | 80,000 | 1 | 80,000 |
| 18 | NPPS No. 2 Electrical | LS | 80,000 | All Req'd | 80,000 |
| 19 | NPPS No. 2 Controls and Instrumentation | LS | 60,000 | All Req'd | 60,000 |
| <i>Feedville Transmission Line</i> | | | | | |
| 20 | 24-inch PVC Water Line | LF | 220 | 13,400 | 2,948,000 |
| 21 | Railroad Jack and Bore | EA | 180,000 | 2 | 360,000 |
| 22 | Valve and Meter Vault to New Campus | EA | 150,000 | 2 | 300,000 |
| 23 | Surface Restoration | LS | 50,000 | All Req'd | 50,000 |
| Total Estimated Construction Cost | | | | | \$ 7,069,000 |
| Construction Contingencies (35%) | | | | | 2,475,000 |
| Design and Construction Engineering (20%) | | | | | 1,414,000 |
| Permitting, Environmental, Cultural Resources | | | | | 50,000 |
| TOTAL ESTIMATED PROJECT COST (2022) | | | | | \$ 11,008,000 |
| Inflation to the time of construction (assumed construction 2024) | | | | | 1,129,000 |
| TOTAL ESTIMATED PROJECT COST (2024) | | | | | \$ 12,137,000 |

Assumptions:

IPS Improvements

- Pump and motor upsizes including removal and replacement of 3 pumps. New capacity would be 6,500 gpm each at approx. 290' TDH.
- VFD installation would be necessary for each motor.
- Discharge piping would be modified.
- Electrical system could handle the new motor sizes without upgrading transformers.
- Improvements to the existing fish screens would not be needed.
- Pump shaft column piping size is adequate for upgrade.

NPPS No. 2 Improvements

- Pump and motor upsizes including removal and replacement of 2 pumps. Capacity would be 4,800 gpm each at approx. 215' TDH.
- VFD installation would be necessary for each motor.
- New discharge piping would be needed.
- Electrical system installed in Phase 1 would handle the new motor sizes and would no need upsized.

Feedville Transmission Line

- 24-inch diameter piping would be needed.
- 40-inch steel casings would be installed at each railroad crossing.

| | | | |
|-------|---|-------|-----------------------------------|
| To: | Jay Marlow/Chas Hutchins City of Hermiston | From: | Nickolas Smith Boise ID Office |
| File: | 2002006270 | Date: | January 31, 2023 |

Reference: 2021 CIP Improvements, TO2 – Backup Power Generation

The Regional Water System (RWS) is owned and operated by the Port of Umatilla and the City of Hermiston. The RWS draws raw water from the Columbia River just upstream of McNary Dam and conveys this water to numerous RWS water users whose reliance on this water has become an increasingly important issue. One of the major risks identified as an obstacle to its reliable conveyance is regional power outages. The RWS and its users are considering an option to mitigate this risk through backup power sources. Per the request of RWS, Stantec was tasked with evaluating the addition of on-site backup power generation equipment at two locations, the River Intake Pump Station (IPS) and the Water Treatment Plant (WTP), see Figure 1 for Regional Water System Layout. In case of extended power outages, these generator systems would power essential equipment and systems at the IPS, WTP, Non-Potable Pump Station No.1 (NPPS1), and Non-Potable Pump Station No. 2 (NPPS2). This evaluation considered essential power requirements, air quality compliance, preliminary site layouts costs and other considerations as potential improvements. In addition, Stantec was tasked with considering whether connection to an alternate electrical provider was feasible. The following report addresses these items along with the recommendations for RWS consideration.

TASK 1 – BACKGROUND AND GOALS

The RWS provides raw (non-potable) water to cool data centers and power generating plants. This water is also used for agricultural/irrigation uses and to feed a water treatment plant for both the City of Hermiston backup supply and for a local food processor. The non-potable reservoir at the WTP would likely be emptied in less than an hour if there was a power outage at the IPS during peak demand. Several of the users require a constant delivery flow of non-potable water as a source for their cooling operations, particularly during hot summer peak demands. Each of the facilities maintains a buffering reservoir of non-potable water at their respective sites, however, extended outages of the RWS can quickly draw down these individual reservoirs requiring costly shutdowns or system adjustments. These reservoirs are inadequately sized to sustain their operational requirements for more than a couple of hours once the City's non-potable water supply stops.

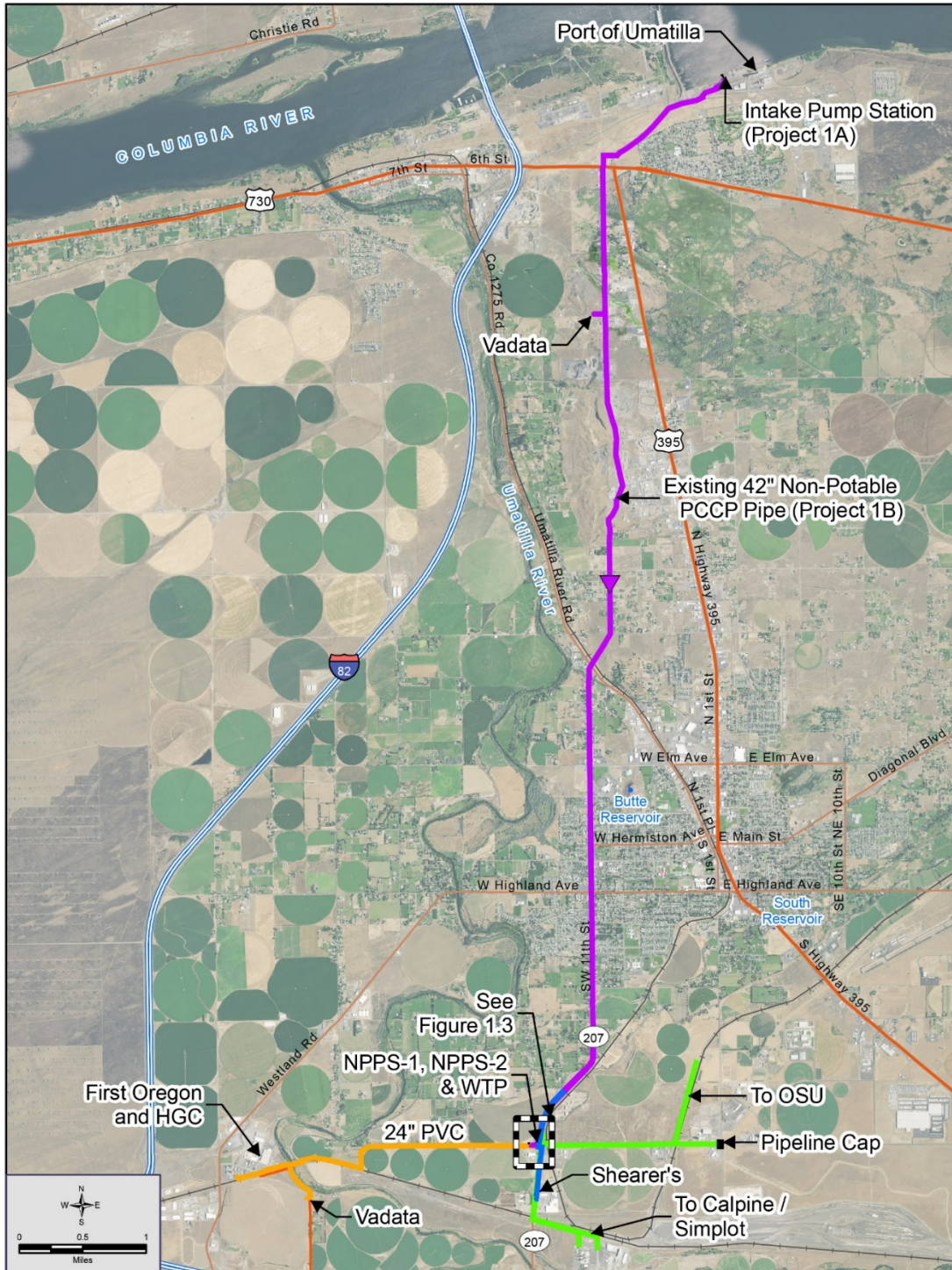
The goals of this evaluation are to provide the RWS and its users with adequate information to make a decision on whether or not to install backup generator systems to reduce the risk of extended utility power outages. This information includes:

- Essential power demands
- Cost estimating
- Site layouts
- Alternative power connections
- Permitting
- Other identified concerns

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Reference: 2021 CIP Improvements, TO2 – Backup Power Generation

Figure 1 - Overall Regional Water System Layout



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Reference: 2021 CIP Improvements, TO2 – Backup Power Generation

TASK 2 - EVALUATION

Subtask 2.1 – Power Requirements

Stantec performed an initial evaluation and follow-up collaboration with RWS management staff to determine what equipment would be needed to provide water for the existing users during a power outage, which allowed the power demand to be estimated. Additional information on demand calculations is provided in the following **Attachment**.

The IPS estimated generator demand is 1,537kW/1,935kVA and a starting load of 2,584kW/2,929kVA. This would power three of the four 650HP pumps plus 83kVA of the 150kVA 120/208VAC transformer plus essential equipment at the site.

The Water Treatment Plant site power demand for sizing the generator included:

- All the demand from the WTP (NPPS1, WTP, potable pump station and the facility). The estimated demand is 736kW/1,007kVA and a starting load of 931kW/1,778kVA.
- All the demand from NPPS2. The estimated demand is 371kW/476kVA with a starting load of 371kW/476kVA.
- The combined load from the WTP and NPPS2. The estimated demand is 1,107kW/1,829kVA and a starting load of 1,302kW/2,750kVA.

Providing gensets capable of meeting these demands would keep the potable and non-potable systems operational. Assumptions include:

- Demand was estimated assuming powering essential pumps only and redundant pumps and equipment would not be available.
- Genset power generation at the WTP site would split and feed the WTP and the NPPS2 independently.

Subtask 2.2 – Air Quality Compliance

Stantec reviewed the potential permitting requirements for two backup diesel generators, one at the IPS and one at the Water Treatment Plant. Additionally, modeling, and toxic pollutant evaluation requirements were also investigated. The following lays out the two potential permits for the City as well as cost estimates and specific analyses required for each option.

Simple Permit Option

The Oregon Department of Environmental Quality (ODEQ) provides a series of different Air Contaminant Discharge Permits (ACDP). A Simple ACDP has a permit limit of 5 years with initial permitting fees of \$9,000. Additionally, the annual fees range from \$4,000-\$8,000 depending on the permitting year. The fees are based on Oregon Rules and the permitting year. It is also required that the total emissions be less than the significant emission rate (SER). This is discussed in more detail below. The permit application includes administrative forms, equipment forms and emissions forms. Each new Simple ACDP must also submit a toxic air containment emissions inventory to determine if the engines are subject to the Cleaner Air Oregon (CAO) program as determined by ODEQ.

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Reference: 2021 CIP Improvements, T02 – Backup Power Generation

General Option

ODEQ provides a multitude of General Permits; one of which the RWS has the option to entertain. A General ACDP lasts 10 years with initial permitting fees of \$1,800. Additionally, the annual fees will range from \$1,950-\$2,650 depending on the permitting year. Note that this is based on an Electric Power Generation General Permit, Class Two. Similar to the Simple Permit, emissions less than SER are required. The General ACDP requires an application form under GP-100 and GP-118. It should be noted that along with the application, a general attachment document is also required (\$180). ODEQ will notify the City if the generators are applicable to CAO. If so, there is an additional fee of \$245. However, it appears that GP-18 is not currently applicable to CAO. The estimated worst case initial fee, assuming CAO is required would be \$2,600. Lastly, it appears that a Land Use Compatibility Statement will be required. This needs to be signed by a local planning jurisdiction.

Emission Estimates

Stantec has reviewed two potential engine manufacturers: Cummins (DQKAN and DQGAS) and Caterpillar (3512E and 3516C). Cummins has proposed 1,500 kW and 2,500 kW for the water treatment plant and intake, respectively. Similarly, Caterpillar proposed 1x 2,500 kW or 2x 1,250 kW parallel units for the water treatment plant, and 3x 1,000 kW parallel units for the intake. These applications are classified as “emergency stationary RICE (reciprocating internal combustion engine)” and “compression ignited (CI) non-road engine” in the CFR and EPA regulations. Each engine is at least EPA Tier 2 certified. The estimates for the Cummins or Caterpillar units are estimated to be below the Oregon Dept. of Environmental Quality Chapter 340 Division 200 SER (Significant Emission Rate) (not more than 3,000 horsepower) threshold. It is highly likely that either the Simple or General permits can be used, and that New Source Review ambient dispersion modeling will not be required. Note that the evaluation assumed EPA certified Tier 3 engines, however Tier 4 engines are also an option.

Other Requirements

ODEQ highly recommends a pre-application meeting prior to an application submittal. The engines will also be required to comply with federal requirements that include 40 CFR Part 60, Subpart IIII and 40 CFR Part 63, Subpart ZZZZ. Compliance with Subpart IIII will automatically comply with Subpart ZZZZ by default. There will also be monitoring and recordkeeping requirements regardless of which permit type is selected. All engines must also utilize ultra-low sulfur diesel fuel.

Recommendation

Given the ease of a General Permit, it appears to be quickest and least expensive option. However, confirmation with ODEQ during the pre-application meeting is necessary to ensure that to be the case.

Subtask 2.3 – Alternative Electrical Provider

There are two main power utilities serving the nearby area, Umatilla Electrical Cooperative (UEC) and PacifiCorp. IPS and the WTP are both powered by PacifiCorp. Stantec was tasked to identify whether having a backup connection to an alternative utility would be feasible and if so, would it mitigate power outage risk. However, UEC stated they cannot provide electrical service within the PacifiCorp service area; therefore, an alternative utility connection was not evaluated further.

Stantec contacted PacifiCorp about the possibility of providing a second electrical feed to each site, IPS and WTP, and whether it would be impacted by the same outage as the existing service. The most typical option

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Reference: 2021 CIP Improvements, T02 – Backup Power Generation

is to re-circuit the existing 12.47kV distribution lines around each site so the pole that feeds the utility transformer has a lockable manual transfer switch and can be fed from either direction (East/West, North/South, etc.). In that case if the East line is out, a line crew could be called to the site to manually transfer power to the West line assuming the west line has power. The site would be offline for as long as it takes for a line crew to get to the site. In 2022 PacifiCorp further proposed a manually switched feed from the West side of I-82 for the WTP site only but could not guarantee capacity beyond 2024.

The PacifiCorp representative noted that during the prolonged August 2020 outage some of the areas were intentionally de-energized as precautionary outages, and not due to physical damage from the brush fires. Installing a second electrical feed to the site would not guarantee power if the substation were shutdown. Stantec does not recommend pursuing a second electrical feed.

Subtask 2.4 – Conceptual Electrical and Civil Design

A total of two generators would be needed to provide the required backup power to maintain flow and pressure of non-potable water during a power outage. One generator will serve IPS and a second generator will serve WTP, NP1, and NP2. Each generator will be installed within a modular enclosure mounted on skids atop a concrete pad. The enclosure includes a double walled diesel tank sized for a minimum 24 hour run time. Electrical lines will be routed to intercept existing power supply lines and an automatic transfer switched (ATS) installed. The IPS, WTP, and NPPS2 each have their own electrical service and transformer and will require an ATS at each building. The site layouts of each generator system are shown on **Figures 2 and 3** in the **Attachment**.

IPS Generator - The Port of Umatilla confirmed that siting a generator on-site for the IPS was acceptable. Figure 2 was sent to the RWS showing the tank on a concrete pad and surrounded by bollards; it is confirmed that the fuel storage tank would be double walled, and a spill plan will be provided.

WTP Generator - The generator at the WTP is shown just North of the treatment building in Figure 3. This was to avoid impacting future treatment expansion areas further to the north. The generator conceptual location can be revised during future design development. The WTP and NPPS2 buildings each have their own electrical service and transformer that must be connected to the generator by individual automatic transfer switches.

Each site will require a Spill Prevention, Control, and Countermeasure (SPCC) plan as the fuel tanks for the generators are likely to exceed 1,320 gallons. Plans are required to be prepared and renewed every 5 years by a professional engineer. Utility personnel document and follow plan procedures for any spill event. Additional spill protection (containment curbing, equipment, etc.) may be requested due to the proximity to the Columbia River.

During installation, each site will require one or more outages for the new ATS to be connected into the existing electrical service. The ATS will be downstream of the existing PacifiCorp metering current transformers (CT's). Ideally the connection point would be downstream of the main circuit breaker (MCB) which serves at the electrical service disconnect. If it is not possible to connect the ATS cables between the MCB and panelboard buss, then the ATS will need to be connected upstream of the MCB. In that case either a new MCB will need to be installed, or possibly move the existing MCB so that it is possible connect the ATS cables between it and the buss.

Scheduling of the total outage time at each site will be coordinated with the RWS and its users, however, the total is determined by the work and Contractor. That total time can be broken up into multiple shorter times by

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Reference: 2021 CIP Improvements, TO2 – Backup Power Generation

doing the trenching and conduit work separate from the wire pulling and even the wire termination work. The final work to interrupt the existing system and terminate the ATS cables must be done in one outage. The amount of time for either the WTP or the IPS to be offline is estimated to be less than 24 hours, however, more accurate estimates would be needed for final design information and confirmation.

TASK 3 – ENGINEER’S RECOMENDATIONS

Stantec recommends installing a 2,500 kW Generator at the IPS and a 1,500 kW Generator at the WTP. Generators would be connected into the existing electrical service feeds with an automatic transfer switch and would automatically start and power essential pumps and equipment for maintaining potable and non-potable water flow from the RWS to the existing users during utility outage. The generators currently have a procurement lead time of about 78 months.

Below is a conceptual Class 5 Opinion of Probable Construction Costs (OPCC) for installing generators within the next year. Costs are in 2022 values and would incur additional price escalation as the project gets moved further into the future. The OPCC includes a contractor markup on the generator packages and ASTs. The City could opt to purchase generator packages and ASTs to reduce overall costs while incurring some risk for providing a contractor with the equipment to install. Preliminary Engineering is noted with no value as this effort is completed in the preparation of this memo.

| Conceptual Level OPCC - Future Improvements Costs | | | | |
|---|-------|-----|---------------------------------|--------------------|
| Item | Units | Qty | Cost/Unit | Extended |
| Intake Pump Station (IPS) Backup Generator | | | | |
| 2,500 KW Generator [1], Enclosure, and Fuel Tank | EA | 1 | \$1,126,498 | \$1,126,498 |
| Generator Shipping & Handling | LS | 1 | \$40,000 | \$40,000 |
| Exterior Mounted 3,500 Ampere 4-Pole ATS | EA | 1 | \$74,600 | \$74,600 |
| Buried Power Lines (6-1000 kCMIL) | LF | 60 | \$720 | \$43,200 |
| Electrical Labor | LS | 1 | \$24,000 | \$24,000 |
| Concrete Pad w/ Curb (37'x15'x12") | LS | 1 | \$9,000 | \$9,000 |
| 6" Bollards | EA | 11 | \$900 | \$9,900 |
| Subtotal | | | | \$1,327,198 |
| Contractor Markups, Engineering and Contingeny | | | | |
| | | | Contractor OH&P (30%) | \$398,159 |
| | | | Construction Subtotal | \$1,725,357 |
| | | | Contingency (35%) | \$603,875 |
| | | | Preliminary Engineering (0%) | \$0 |
| | | | Design Engineering & CMS (20%) | \$345,071 |
| | | | Permitting (Air Quality & SPCC) | \$10,000 |
| | | | Change Orders (5%) | \$133,715 |
| | | | OPCC* | \$2,820,000 |
| *Rounded to nearest \$10K | | | | |
| [1] The price for three 1,000kW generators in parallel is slightly less but requires more space | | | | |

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Reference: 2021 CIP Improvements, TO2 – Backup Power Generation

| Water Treatment Plant (WTP) Backup Generator | | | | |
|---|----|-----|---------------------------------|--------------------|
| 1,500 KW Generator, Enclosure, and Fuel Tank | EA | 1 | \$714,783 | \$714,783 |
| Generator Shipping & Handling | LS | 1 | \$40,000 | \$40,000 |
| Exterior Mounted 1,600 Ampere 4-Pole ATS | EA | 1 | \$32,400 | \$32,400 |
| Exterior Mounted 1,000 Ampere 4-Pole ATS | EA | 1 | \$22,000 | \$22,000 |
| Buried Power Lines (4-500 kCMIL) | LF | 280 | \$312 | \$87,360 |
| Buried Power Lines (3-300 kCMIL) | LF | 375 | \$162 | \$60,750 |
| Electrical Labor | LS | 1 | \$48,000 | \$48,000 |
| Concrete Pad (27'x13'x12") | LS | 1 | \$4,200 | \$4,200 |
| Subtotal | | | | \$1,009,493 |
| Contractor Markups, Engineering and Contingency | | | | |
| | | | Contractor OH&P (30%) | \$302,848 |
| | | | Construction Subtotal | \$1,312,341 |
| | | | Contingency (35%) | \$459,319 |
| | | | Preliminary Engineering (0%) | \$0 |
| | | | Design Engineering & CMS (20%) | \$262,468 |
| | | | Permitting (Air Quality & SPCC) | \$10,000 |
| | | | Change Orders (5%) | \$101,706 |
| | | | OPCC* | \$2,150,000 |
| *Rounded to nearest \$10K | | | | |

Stantec Consulting Services Inc.

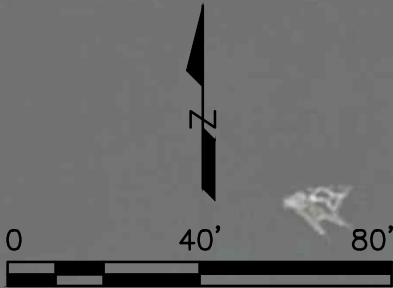


Nick Smith, P.E., PMP
 Principal Project Manager

Phone: (208) 345-5865
 nickolas.smith@stantec.com

Attachment: Figure 2 & 3, Equipment Power Spreadsheet

c. C.C.



INTAKE PUMP STATION

BURIED POWER LINES

CONCRETE PAD
w/ CURB

BACKUP GENERATOR

6" BOLLARDS SPACED
AROUND GENERATOR & ATS

EXISTING
TRANSFORMER

AUTOMATIC
TRANSFER SWITCH

\\us0349-ppfss01\workgroup\2002\active\2002003118 - hermiston cip\01_proposal_and_contracts\2_contract_with_client\to2 - 2021 cip improvements\to2 - backup power\figures\hermiston-figs

2021.03.09 12:25:43 PM



Stantec Consulting Services Inc.
727 East Riverpark Lane Suite 150
Boise, ID 83706-4089
Tel: (208) 34505865
www.stantec.com

Client/Project
City of Hermiston
Backup Power
Generation

Project No.

Title
BACKUP GENERATOR AT
INTAKE PUMP STATION

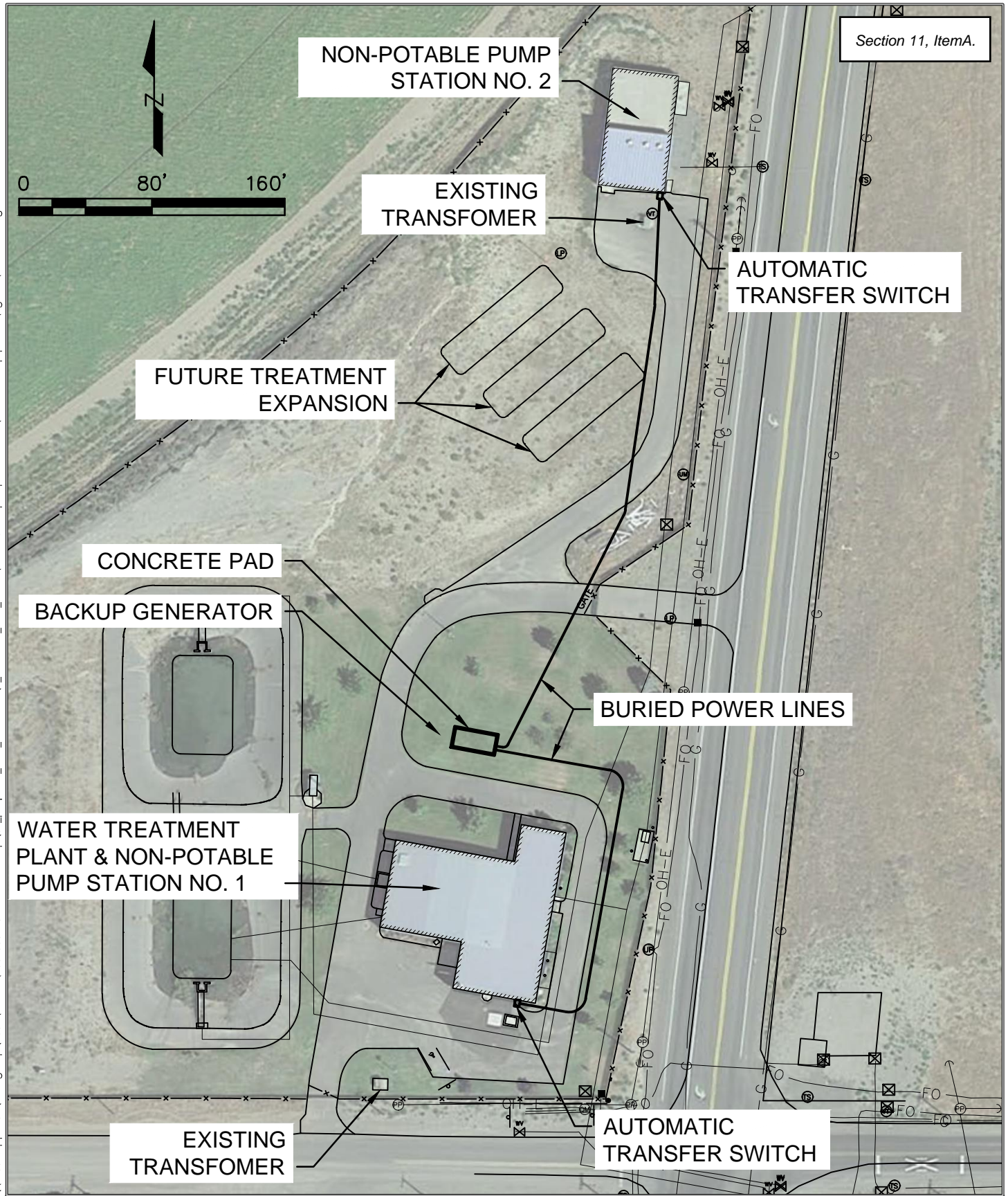
Revision
#

Reference Sheet

Date
2021 03 12

Figure No. 130
FIG-2

\\us0349-ppfiss01\workgroup\2002\active\2002003118 - hermiston cip\01_proposal_and_contracts\2_contract_with_client\t02 - 2021 cip improvements\t02 - backup power\figures\hermiston-figs



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Stantec Consulting Services Inc.
 727 East Riverpark Lane Suite 150
 Boise, ID 83706-4089
 Tel: (208) 34505865
 www.stantec.com

Client/Project
 City of Hermiston

Backup Power Generation

Project No.

Title
 BACKUP GENERATOR AT WATER TREATMENT PLANT

Revision #

Date
 2021 03 12

Reference Sheet

Figure No. 131
 FIG-3

| Hermiston, OR Regional Water Supply | | | | | | | | | | | | | | |
|---|--|---|------------------------------|-------------|----------------------------------|-----------------------|--------------------------|---------------------------|-------------------------|---------------------------------|---------------------------|----------------------------|--------------------------|--|
| Electrical Load Estimate - 480VAC, 3 Phase - Intake Pump Station - Reduced load on genset | | | | | | | | | | | | | | |
| By: John C. Deerkop, P.E. | | 1994 ACE Consultants, Inc. drawing E4 lists 3,500 amp bus for "MDP" Main Distribution Panel | | | | | | | | | | | | |
| Stantec | | | | | | | | | | | | | | |
| Revised: 12/09/2022 | | | | | | | | | | | | | | |
| ROW No. | EQUIPMENT DESCRIPTION | EQUIPMENT TYPE | RATING (HP) (kVA) (kW) | LOAD FACTOR | COULD BE RUNNING AT ONE TIME (Y) | RUNNING ON GENSET (Y) | RUNNING GENSET LOAD (kW) | RUNNING GENSET LOAD (kVA) | RUNNING GENSET AMPS (A) | LAST LOAD STARTED ON GENSET (Y) | STARTING GENSET LOAD (kW) | STARTING GENSET LOAD (kVA) | STARTING GENSET AMPS (A) | |
| 1 | | | | | | | | | | | | | | |
| 2 | Pump 1 (Phase 2 650Hp load, 700Hp motor) | 500HP, 1185 RPM, 460V, 574A, 60HZ, Frame: 3809 | 700 HP | 93% | Y | Y | 484.9 | 617.5 | 728.0 | Y | 1,531.3 | 1,611.9 | 1,938.8 | |
| 3 | Pump 2 (Phase 2 650Hp load, 700Hp motor) | 500HP, 1185 RPM, 460V, 574A, 60HZ, Frame: 3809 | 700 HP | 93% | Y | Y | 484.9 | 617.5 | 728.0 | | 484.9 | 617.5 | 728.0 | |
| 4 | Pump 3 (Phase 2 650Hp load, 700Hp motor) | 500HP, 1185 RPM, 460V, 574A, 60HZ, Frame: 3809 | 700 HP | 93% | Y | Y | 484.9 | 617.5 | 728.0 | | 484.9 | 617.5 | 728.0 | |
| 5 | Pump 4 (upgraded from 400HP) | 400-HP, 460V, 433A, 60HZ, Frame: 449TPH | 500 HP | 100% | N | | | | | | | | | |
| 6 | Lighting Transformer & Panelboard | 150kVA 3 phase 480:120/208V transformer & panel | 150 kVA | 55% | Y | Y | 82.5 | 82.5 | 99.2 | | 82.5 | 82.5 | 99.2 | |
| 7 | Air Compressor, Air Burst System | 208VAC so included on the transformer, 15HP | 0 kVA | 100% | | | | | | | | | | |
| 8 | Exhaust Fan 1 | 208VAC so included on the transformer, 7.5HP | 0 kVA | 100% | | | | | | | | | | |
| 9 | Exhaust Fan 2 | 208VAC so included on the transformer, 7.5HP | 0 kVA | 100% | | | | | | | | | | |
| 10 | Unit Heater 1 | 208VAC so included on the transformer, 15kW | 0 kVA | 100% | | | | | | | | | | |
| 11 | Unit Heater 2 | 208VAC so included on the transformer, 15kW | 0 kVA | 100% | | | | | | | | | | |
| 12 | | | | | | | | | | | | | | |
| 13 | | | 1350 | | | | 1,537.2 | 1,935.0 | 2,283.2 | | 2,583.6 | 2,929.4 | 3,494.1 | |
| 14 | | | | | | | | | 2,327.4 | | | 3,229.5 | 3,523.5 | |
| 15 | | | | | | | | | | | | | | |
| 16 | | | | | | | RUNNING LOAD FOR GENSET | | | | PEAK STARTING LOAD FOR | | | |
| 17 | | | | | | | | | | | 2,583.6 Rough genset size | | | |

| Hermiston, OR Regional Water Supply | | | | | | | | | | | | | | |
|--|---|----------------------------------|--------|-----------------------|-------------|----------------------------------|-----------------------|--------------------------|---------------------------|-------------------------|---------------------------------|---------------------------|----------------------------|--------------------------|
| Electrical Load Estimate - 480VAC, 3 Phase - Water Treatment Plant - 1 Train not running on genset | | | | | | | | | | | | | | |
| By: John C. Deerkop, P.E. | | | | | | | | | | | | | | |
| Stantec | | | | | | | | | | | | | | |
| Revised: 12/2/2022 | | | | | | | | | | | | | | |
| ROW No. | EQUIPMENT DESCRIPTION | EQUIPMENT TYPE | RATING | (HP) (kVA) (kW) | LOAD FACTOR | COULD BE RUNNING AT ONE TIME (Y) | RUNNING ON GENSET (Y) | RUNNING GENSET LOAD (kW) | RUNNING GENSET LOAD (kVA) | RUNNING GENSET AMPS (A) | LAST LOAD STARTED ON GENSET (Y) | STARTING GENSET LOAD (kW) | STARTING GENSET LOAD (kVA) | STARTING GENSET AMPS (A) |
| 1 | | | | | | | | | | | | | | |
| 2 | 'MDP' Main Distribution Panel, 480v, 3ph, 3w, 1600 amp Bus, 1600 AT main circuit breaker. It includes a 600 amp 3 pole circuit breaker feeding the MCC so that load needs to be added. | | | | | | | | | | | | | |
| 3 | Backwash Pump | Feeder CB 3P | 125 | HP | 100% | Y | Y | 93.3 | 124.3 | 156.0 | Y | 288.6 | 895.6 | 1,077.3 |
| 4 | Potable Wet Well Pump 1 | exist 75 HP, 3Ph, 1770 RPM, 60Hz | 125 | HP | 100% | Y | Y | 93.3 | 124.3 | 156.0 | | 93.3 | 124.3 | 156.0 |
| 5 | Potable Wet Well Pump 2 | exist 75 HP, 3Ph, 1770 RPM, 60Hz | 125 | HP | 100% | Y | Y | 93.3 | 124.3 | 156.0 | | 93.3 | 124.3 | 156.0 |
| 6 | Potable Wet Well Pump 3 | exist 75 HP, 3Ph, 1770 RPM, 60Hz | 125 | HP | 100% | Y | Y | 93.3 | 124.3 | 156.0 | | 93.3 | 124.3 | 156.0 |
| 7 | Potable Wet Well Pump 4 (Future) | (future) | 125 | HP | 100% | N | Y | | | | | | | |
| 8 | Filter Feed Pump 1 | Feeder CB 3P | 40 | HP | 100% | Y | Y | 29.9 | 41.5 | 52.0 | | 29.9 | 41.5 | 52.0 |
| 9 | Filter Feed Pump 2 | Feeder CB 3P | 40 | HP | 100% | Y | Y | 29.9 | 41.5 | 52.0 | | 29.9 | 41.5 | 52.0 |
| 10 | Unit Heater | Feeder CB 3P | 7 | kW | 100% | N | Y | | | | | | | |
| 11 | Unit Heater | Feeder CB 3P | 30 | kW | 100% | N | Y | | | | | | | |
| 12 | Unit Heater | Feeder CB 3P | 30 | kW | 100% | N | Y | | | | | | | |
| 13 | Unit Heater | Feeder CB 3P | 3 | kW | 100% | N | Y | | | | | | | |
| 14 | Lighting Transformer & Panelboard | 208/120vac 3 phase xfmr | 75 | kVA | 35% | Y | Y | 26.3 | 26.3 | 31.6 | | 26.3 | 26.3 | 31.6 |
| 15 | Non-potable Pump 1 | 75 HP, 3Ph, 1770 RPM, 60Hz | 75 | HP | 100% | Y | Y | 56.0 | 76.5 | 96.0 | | 56.0 | 76.5 | 96.0 |
| 16 | Non-potable Pump 2 | 75 HP, 3Ph, 1770 RPM, 60Hz | 75 | HP | 100% | N | Y | | | | | | | |
| 17 | Non-potable Pump 3 | 75 HP, 3Ph, 1770 RPM, 60Hz | 75 | HP | 100% | Y | Y | 56.0 | 76.5 | 96.0 | | 56.0 | 76.5 | 96.0 |
| 18 | Non-potable Pump 4 | 75 HP, 3Ph, 1770 RPM, 60Hz | 75 | HP | 100% | Y | Y | 70.0 | 95.6 | 120.0 | | 70.0 | 95.6 | 120.0 |
| 19 | | | | | | | | | | | | | | |
| 20 | | | | | | | | 641.3 | 855.1 | 1,071.6 | | 836.5 | 1,626.4 | 1,992.8 |
| 21 | | | | | | | | | | | | | | |
| 22 | 'MCC' Motor Control Center, 480v, 3ph, 3w, 600 amp bus. Fed from MDP by a 600 amp circuit breaker. | | | | | | | | | | | | | |
| 23 | Surface Wash Pump 1 | Feeder CB 3P | 15 | HP | 100% | Y | Y | 11.2 | 16.8 | 21.0 | | 11.2 | 16.8 | 21.0 |
| 24 | Air Compressor 1 | Feeder CB 3P | 3 | HP | 100% | Y | Y | 2.3 | 3.8 | 4.8 | | 2.3 | 3.8 | 4.8 |
| 25 | Blower No. 1 | Feeder CB 3P | 40 | HP | 100% | Y | Y | 29.9 | 41.5 | 52.0 | | 29.9 | 41.5 | 52.0 |
| 26 | Blower No. 2 | Feeder CB 3P | 40 | HP | 100% | N | Y | | | | | | | |
| 27 | Potable Water Pump 1 | Feeder CB 3P | 7.5 | HP | 100% | Y | Y | 5.6 | 8.8 | 11.0 | | 5.6 | 8.8 | 11.0 |
| 28 | Finished Water Sample Pump 1 | Feeder CB 3P | 3 | HP | 100% | Y | Y | 2.3 | 3.8 | 4.8 | | 2.3 | 3.8 | 4.8 |
| 29 | Exhaust Fan No. 1 | Feeder CB 3P | 3 | HP | 100% | N | Y | | | | | | | |
| 30 | Exhaust Fan No. 2 | Feeder CB 3P | 3 | HP | 100% | N | Y | | | | | | | |
| 31 | Decant Pump No. 1 | Feeder CB 3P | 5 | HP | 100% | Y | Y | 3.8 | 6.1 | 7.6 | | 3.8 | 6.1 | 7.6 |
| 32 | Decant Pump No. 2 | Feeder CB 3P | 5 | HP | 100% | N | Y | | | | | | | |
| 33 | Irrigation Pump 1 | Feeder CB 3P | 40 | HP | 100% | Y | Y | 29.9 | 41.5 | 52.0 | | 29.9 | 41.5 | 52.0 |
| 34 | Lighting Transformer & Panelboard | 240/120vac 1 phase xfmr [Note 1] | 15 | kVA | 66% | Y | Y | 9.9 | 29.7 | 7.9 | | 9.9 | 29.7 | 7.9 |
| 35 | | | | | | | | | | | | | | |
| 36 | | | | | | | | 94.9 | 152.0 | 161.1 | | 94.9 | 152.0 | 161.1 |
| 37 | | | | | | | | | | | | | | |
| 38 | | | | | | | | 736.2 | 1,007.1 | 1,232.6 | | 931.4 | 1,778.4 | 2,153.9 |
| 39 | | | | | | | | BOTH MDP + MCC | | | | | 1,164.3 | 2,139.0 |

| | Dev. Supply (Firm) | Backup Power Flows (Firm) | % | \$ |
|------------------------|--------------------|---------------------------|----------|-----------------------|
| City | 2035 | 2035 | 0.133574 | \$663,862.82 |
| Calpine | 2900 | 2900 | 0.190351 | \$946,045.29 |
| HGC | 2600 | 2600 | 0.17066 | \$848,178.54 |
| Simplot | 2000 | | | |
| Shearer's | 500 | | | |
| Vadata | 2900 | 2900 | 0.190351 | \$946,045.29 |
| Vadata (New) | | 4800 | 0.315064 | \$1,565,868.07 |
| AWS Total Share | | | | \$2,511,913.36 |
| | 12935 | 15235 | | \$4,970,000.00 |

**AMENDMENT NO. 1 TO
WORK ORDER NO. RWS-2022-3
CITY OF HERMISTON, OREGON
PHASE 2 OF THE REGIONAL WATER SYSTEM IMPROVEMENTS - 2023-2024**

**Additional Engineering Services
Job No. 736-137
Effective February 3, 2023**

The following revisions shall be made to the original Work Order No. RWS-2022-3 (Work Order) dated September 28, 2022, between Anderson Perry & Associates, Inc. (Engineer) and the City of Hermiston, Oregon (Owner).

The Owner seeks to make improvements to the Regional Water System associated with the installation of a new data center campus named PDX245. In a meeting on February 2, 2023, the Owner requested that additional scope be added to the PDX245 project as follows:

1. Design and Construction Engineering for half-street improvements for S.E. 9th Street between E. Penney Avenue and Feedville Road (approximately 2,620 linear feet [LF]). This will include curb and gutter, sidewalk, and paving between the centerline of the street and the edge of gutter on the west side of S.E. 9th Street plus 10 feet of paving beyond the centerline of the street on the east side of S.E. 9th Street.
2. Design and Construction Engineering of water and sewer line utilities along the same stretch of S.E. 9th Street. This will include the installation of a sewer lift station near the intersection of S.E. 9th Street and E. Penney Avenue as recommended and shown on Figure 4-1 (attached) of the Regional Assessment of Industrial Sewer Expansion Feasibility Study dated February 2017. It is anticipated that this sewer lift station will replace the sewage pump station shown on Sheet SP1.0 (attached) of the conceptual layout of PDX245. It is anticipated that these improvements will be installed by September 1, 2024.
3. Design and Construction Engineering for half-street improvements for E. Penney Avenue between its intersection with S.E. 9th Street and the western extent of the primary access road shown on Sheet SP1.0 (attached) of the conceptual layout of PDX245 (approximately 1200 LF). This will include curb and gutter, sidewalk, and paving between the centerline of the street and the edge of gutter on the south side of the primary access road plus 10 feet of paving beyond the centerline of the street on the north side of the primary access road.
4. Design and Construction Engineering of water and sewer line utilities along the same stretch of the primary access road described in item 3 above. It is anticipated that these improvements will be installed by September 1, 2024.
5. Design and Construction Engineering of a triplex lift station on Amazon Web Services (AWS) property that pumps industrial wastewater from an evaporation pond via an approximately 50 LF pressure main to the industrial wastewater discharge main line from PDX138 that will be located in Feedville Road. The location of the lift station is anticipated to be adjacent to Feedville Road right-of-way located directly south of the evaporation pond shown on Sheet SP1.0 described in item 3 above.

These additions have led to an increase in total project costs, including increases to Design and Construction Engineering fees. Preliminary cost estimates of the anticipated increase in project costs are attached to this Amendment No. 1. The estimates show the breakdown between roadway improvements and water/sewer/wastewater improvements. In addition to the increase in project costs, it is anticipated that additional days of construction time will be needed to complete these added project elements.

Scope of Work Fee Estimate. The change in scope of work associated with this Amendment increases the engineering fees and/or days of construction as follows:

1. The lump sum fee for "Design Engineering Services" will increase from \$570,000 to \$900,000, which is an increase of \$330,000. It is anticipated that design for all work associated with Phase 2 improvements will be completed in September 2023.
2. The estimated fee for "Construction Engineering Services" will increase from \$600,000 to \$966,000, which is an increase of \$366,000. The additional construction time associated with completing the work described in this Amendment is 85 days, which brings the total estimated construction time for construction of Phase 2 improvements to 450 calendar days. This increase in days assumes that some of this additional work can be completed simultaneously with other work associated with the original Phase 2 scope of work. All Phase 2 work, including the work described in this Amendment, is anticipated to be completed by February 2025.

This Amendment is executed in duplicate.

Owner:

City of Hermiston, Oregon

By _____

Type Name Mark Morgan

Title Assistant City Manager

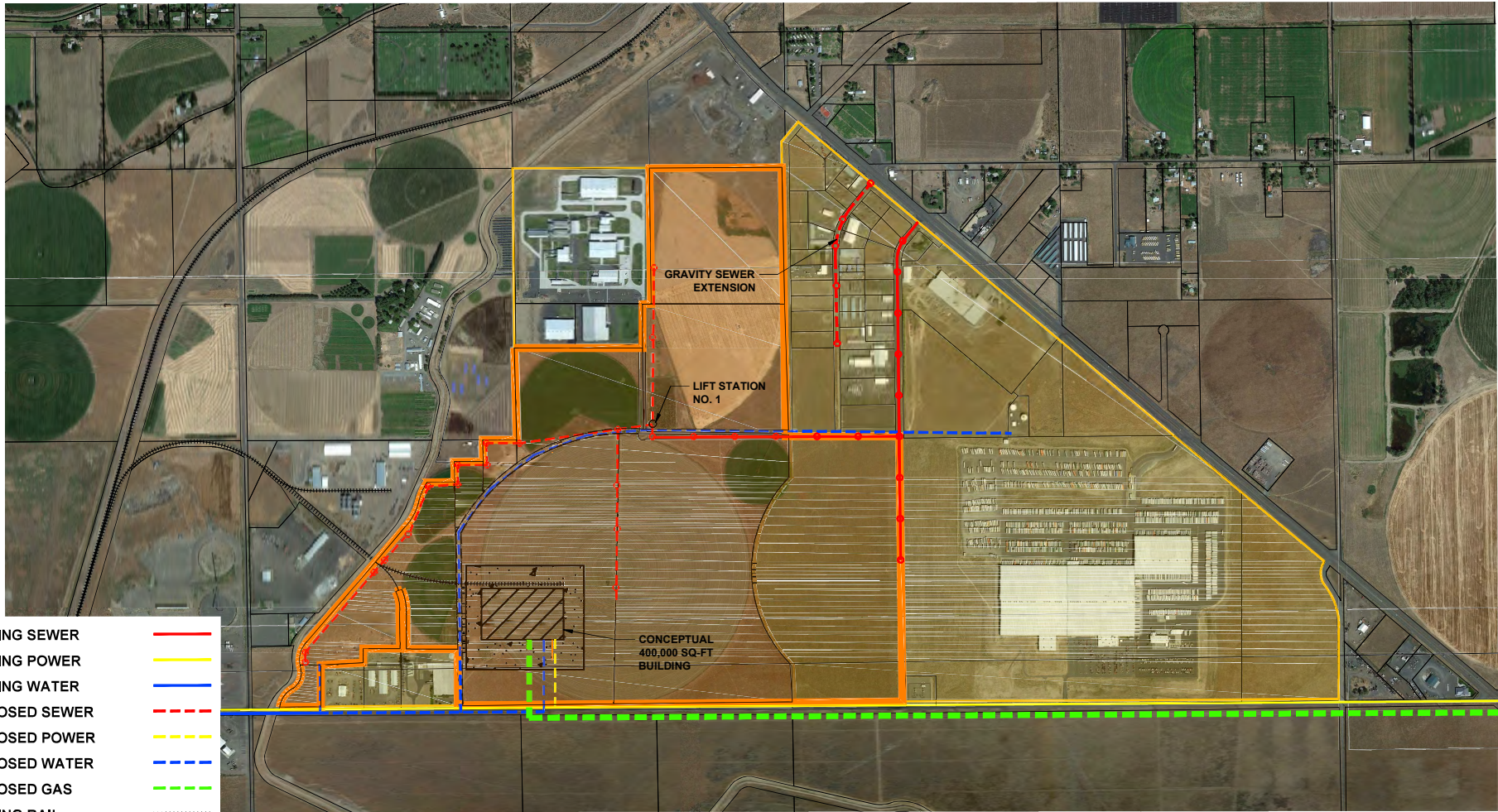
Engineer:

Anderson Perry & Associates, Inc.

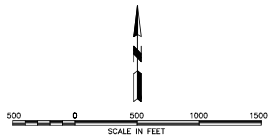
By Chas Hutchins

Type Name Chas Hutchins, P.E.

Title Treasurer



- EXISTING SEWER —
- EXISTING POWER —
- EXISTING WATER —
- PROPOSED SEWER - - -
- PROPOSED POWER - - -
- PROPOSED WATER - - -
- PROPOSED GAS - - -
- EXISTING RAIL - · - · - · - · - ·
- PROPOSED RAIL - · - · - · - · - ·
- COOK INDUSTRIAL PARK
- SOUTH HERMISTON RAISE
- PROPOSED ROAD = = = = =



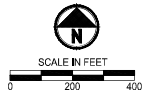
CITY OF
HERMISTON, OREGON
 SOUTH HERMISTON
 REGIONAL ASSESSMENT OF INDUSTRIAL SEWER EXPANSION (RAISE)
CONCEPTUAL COOK INDUSTRIAL PARK
PROPOSED INFRASTRUCTURE AND UTILITY MAP

FIGURE
4-1

Q:\HERMISTON\17-36-39_RAISE\Drafting\FIGURE 4-1.dwg, Figure 1, 2/17/2017 10:02:52 AM, prichardson

Section 11, Item A.

- LEGEND**
- FIBER OPTIC DUCTBANK
 - POWER DUCTBANK
 - STORM DRAIN PIPES
 - SEWER PIPES
 - WATER SERVICE PIPES
 - FIRE SERVICE PIPES
 - SEWER PUMP STATION
 - PRESSURE SEWER MAIN

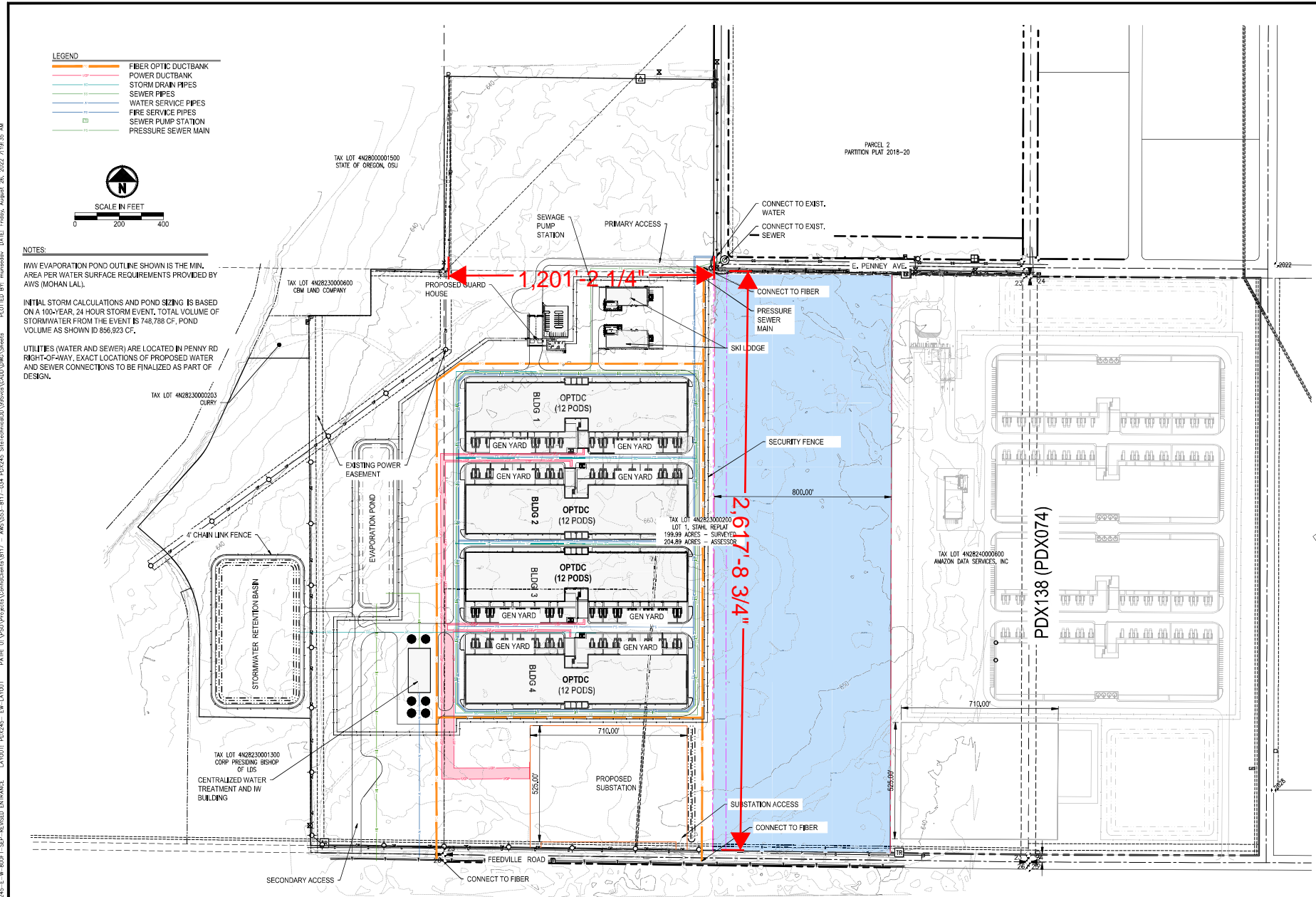


NOTES

1) IWV EVAPORATION POND OUTLINE SHOWN IS THE MIN. AREA PER WATER SURFACE REQUIREMENTS PROVIDED BY AWS (MOHAN LAL).

2) INITIAL STORM CALCULATIONS AND POND SIZING IS BASED ON A 100-YEAR, 24 HOUR STORM EVENT. TOTAL VOLUME OF STORMWATER FROM THE EVENT IS 748,788 CF. POND VOLUME AS SHOWN ID 856,923 CF.

3) UTILITIES (WATER AND SEWER) ARE LOCATED IN PENNY RD RIGHT-OF-WAY. EXACT LOCATIONS OF PROPOSED WATER AND SEWER CONNECTIONS TO BE FINALIZED AS PART OF DESIGN.



| | | |
|-----------|------|----|
| REVISIONS | DATE | BY |
| | | |
| | | |

Parametrix
 150 NW PACIFIC PARADE, SUITE 110 | BEASLEY, OR 97105
 503.538.7100
 WWW.PARAMETRIX.COM

PROJECT NO. PDX245
 SHEET NO. 11 OF 12

PRELIMINARY

PROJECT NAME
PDX245 TECHNICAL DUE DILIGENCE

**EAST-WEST
 CONFIGURATION
 800' BUFFER**

DRAWING NO.
 1 OF 2
SP1.0

NOT FOR CONSTRUCTION

FILE: PDX245-E-W-800FT-SEP-REVISED-ENTRANCE_LAYOUT-PDX245-EW-LAYOUT PATH: U:\V00\Project\Corridors\B17 - AWS\105-8117-04-PDX245-Entrance\DWG\DWG_Sheets_PLOTTED_BY: mmm000x DATE: Friday, August 26, 2022 2:19:35 AM

CITY OF HERMISTON, OREGON
PHASE 2 REGIONAL WATER SYSTEM IMPROVEMENTS - 2023-24
AMENDMENT NO. 1 - WATER/SEWER/WASTEWATER IMPROVEMENTS
PRELIMINARY COST ESTIMATE
February 22, 2023

| NO. | DESCRIPTION | UNIT | UNIT PRICE | ESTIMATED QUANTITY | TOTAL PRICE |
|--|---|------|------------|--------------------|---------------------|
| 1 | Mobilization/Demobilization (not to exceed 5% of Total Bid Price) | LS | \$ 108,700 | All Req'd | \$ 108,700 |
| 2 | Temporary Protection and Direction of Traffic/Project Safety | LS | 8,000 | All Req'd | 8,000 |
| 3 | Erosion and Sediment Control | LS | 15,000 | All Req'd | 15,000 |
| 4 | Job Photos | EA | 20 | 20 | 400 |
| Sewer | | | | | |
| 5 | Connection to Existing Sewer Main | EA | 8,000 | 1 | 8,000 |
| 6 | 8-inch PVC Gravity Sewer Line | LF | 80 | 3,820 | 305,600 |
| 7 | 6-inch PVC Sewer Service Line | LF | 50 | 300 | 15,000 |
| 8 | Sewer Service Connection | EA | 2,000 | 10 | 20,000 |
| 9 | Manhole | EA | 6,000 | 10 | 60,000 |
| 10 | Sewer Lift Station | LS | 600,000 | All Req'd | 600,000 |
| Water | | | | | |
| 11 | Connection to Existing Water Main | EA | 7,500 | 1 | 7,500 |
| 12 | 10-inch Ductile Iron Water Line | LF | 90 | 3,820 | 343,800 |
| 13 | 8-inch Ductile Iron Water Line | LF | 100 | 300 | 30,000 |
| 14 | Water Service Line | LF | 40 | 300 | 12,000 |
| 15 | Water Service Connection | EA | 2,500 | 12 | 30,000 |
| 16 | Fire Hydrant Assembly | EA | 9,500 | 6 | 57,000 |
| 17 | 12-inch Gate Valve | EA | 4,000 | 2 | 8,000 |
| 18 | 10-inch Gate Valve | EA | 3,000 | 5 | 15,000 |
| 19 | 8-inch Gate Valve | EA | 2,000 | 10 | 20,000 |
| Industrial Wastewater | | | | | |
| 20 | Connection to PDX138 IWW Discharge Main | EA | 8,000 | 1 | 8,000 |
| 21 | IWW Discharge Lift Station | LS | 600,000 | All Req'd | 600,000 |
| Misc. Improvements | | | | | |
| 22 | Surface Restoration | LS | 10,000 | All Req'd | 10,000 |
| Total Estimated Construction Cost | | | | | \$ 2,282,000 |
| Construction Contingencies (15%) | | | | | 343,000 |
| Design Engineering (9%) | | | | | 206,000 |
| Construction Engineering (10%) | | | | | 229,000 |
| TOTAL ESTIMATED PROJECT COST (2023) | | | | | \$ 3,060,000 |
| Inflation to the time of construction (assumed construction 2024-25) | | | | | 153,000 |
| TOTAL ESTIMATED PROJECT COST (2024) | | | | | \$ 3,213,000 |



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of August 28, 2023

Title/Subject

Resolution 2288- Regional Water System Phase 2 Pump & Motor Procurement

Summary and Background

The Port of Umatilla (POU) is working with an industrial client to receive non-potable cooling water through the Regional Water System (RWS) using POU water rights and by a separate agreement between POU and the client. The City, as the contracted operator of the RWS, is working to construct the necessary upgrades to the system at the client’s cost. Several of those upgrades include relatively long lead-times, and therefore, in order to ensure an upgrade completion date of February, 2025, the City is purchasing some of those items early and being reimbursed by the client.

This item pertains to pumps and motors which need to be upgraded in order to accommodate higher flows and demand on the system.

Tie-In to Council Goals

Attract industry and jobs.

Fiscal Information

This project, as is the case on all RWS improvements like this, the ultimate customer pays for all of the costs by reimbursement. Therefore, there is no actual fiscal impact to the City. However, this project was included as part of the \$20M in budgeted expenditures this fiscal associated with RWS upgrades.

The following bids were received on August 22nd:

- 1. Whitney Equipment: \$1,490,555.59
- 2. *Engineer’s Estimate*: \$2,150,000.00
- 3. Pump Tech: \$2,317,861.00

Preliminary review of the bids indicates that the submission from Whitney Equipment fails to meet several specifications as required in the advertisement. It is therefore recommended that the award be given to Pump Tech.

Since the RWS facilities receiving these upgrades are located in Pacific Power's service territory, this project has the potential for receiving some Energy Trust of Oregon rebates/incentives for installing more energy efficient equipment. City staff has been working with Energy Trust staff to pursue this opportunity. The final incentive amount is still to be calculated, but would not impact the cost of the project.

Alternatives and Recommendation

Alternatives

- 1. Approve Resolution 2288
- 2. Reject Resolution 2288

Recommended Action/Motion

Motion to approve Resolution 2288.

Submitted By:

Mark Morgan, Assistant City Manager

BID TABULATION

ANDERSON PERRY & ASSOCIATES, INC.
 243 E. Main Street, Suite C
 Hermiston, Oregon 97838

PROJECT: City of Hermiston, Oregon
 Regional Water System Phase 2 Improvements - 2024
 Pump and Motor Procurement Package

OWNER: City of Hermiston
 180 N.E. Second Street
 Hermiston, Oregon 97838

Bid Opening: 11:00 a.m., August 22, 2023, via QuestCDN
 Online Bidding Service

BIDDERS

| Item | Description | Unit | Amount | Engineer's Estimate | | Whitney Equipment | | PumpTech | | Unit Price | Total |
|------------------------|---|------|--------|---------------------|-----------------------|-------------------|-----------------------|--------------|-----------------------|------------|-------|
| | | | | Unit Price | Total | Unit Price | Total | Unit Price | Total | | |
| 1 | Pump, Motor, and Variable Frequency Drive - Intake Pump Station | Each | 3 | \$530,000.00 | \$1,590,000.00 | \$381,274.93 | \$1,143,824.79 | \$563,415.00 | \$1,690,245.00 | | |
| 2 | Pump, Motor, and Variable Frequency Drive - Non-Potable Pump Station No. 2 (P-410, P-420, P-430, and P-440) | Each | 4 | \$100,000.00 | \$400,000.00 | \$61,410.85 | \$245,643.40 | \$114,015.00 | \$456,060.00 | | |
| 3 | Pump, Motor, and Variable Frequency Drive - Non-Potable Pump Station No. 2 (P-450 and P 460) | Each | 2 | \$80,000.00 | \$160,000.00 | \$50,543.70 | \$101,087.40 | \$85,778.00 | \$171,556.00 | | |
| TOTAL BID PRICE | | | | | \$2,150,000.00 | | \$1,490,555.59 | | \$2,317,861.00 | | |

Hermiston RWS Phase 2 Pump and Motor Procurement

Quest Number: 8594854

Closing Date: Tue, 08/22/2023 11:00 AM PDT

Posting Type: Goods and Services (G&S)

QuestCDN Partner Posting

Location Details

City: Hermiston
 County: Umatilla
 State/Province: OR

G&S Details

Closing Date: Tue, 08/22/2023 11:00 AM PDT

G&S Bid Response Information: **Bids for the Project will be received until August 8, 2023, at 11:00 a.m., local time. For this project, Bids will be received and accepted ONLY via the online electronic bid service through QuestCDN.com. To access the electronic Bid Form, download the project documents and click Online Bidding at the top of the project posting.**

Est. Value Notes: **\$1.75 to \$2.0 million**

Pre-Bid Meeting Info: **A mandatory pre-bid conference for the Project will be held on July 24, 2023, at 9:00 a.m., at Hermiston City Hall, 180 N.E. 2nd Street, Hermiston, Oregon 97838. Bids will not be accepted from Bidders that do not attend the mandatory pre-bid conference. A second mandatory Pre-Bid Conference will be held at the Hermiston City Hall on August 14, 2023, at 9:00 a.m. Attendees of the July 24, 2023, conference are not required to attend.**

G&S Description

G&S Category Code: **720 - Pumping Equipment And Accessories**

Description:

The City of Hermiston, Oregon (Owner) invites Bids from qualified Suppliers for the Regional Water System Phase 2 Improvements - 2024 Pump and Motor Procurement Package. The procurement package includes, but is not limited to, supplying three pumps, motors, and variable frequency drives for the Intake Pump Station; six pumps, motors, and variable frequency drives for Non-Potable Booster Pump Station No. 2; and other items as specified.

Delivery of the materials supplied as part of this procurement package must be coordinated with the Construction Contractor who will be installing the materials under a separate agreement.

Additional Description:

Bid security shall be furnished in accordance with the Request for Bids.

The Issuing Office for the Bidding Documents is: Anderson Perry & Associates, Inc., Jay Marlow, P.E., 243 E. Main, Suite C, Hermiston, Oregon 97838, 541-963-8309, jmarlow@andersonperry.com

Prospective Bidders may examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. or at the location listed below.

City of Hermiston, 180 N.E. 2nd Street, Hermiston, Oregon

The Owner is an equal opportunity employer. Minority and women-owned businesses are encouraged to bid. Minority and women-owned businesses should indicate they are a minority on the Planholders List.

Primary Contact Information

Owner Details

Owner Name: City of Hermiston, Oregon
Address: 180 N.E. 2nd Street, Hermiston, OR - 97838

Solicitor Details

Solicitor Name: Anderson Perry & Associates - La Grande, OR
Design Discipline: Soliciting agent
Address: 1901 N. Fir Street, La Grande, OR - 97850
Phone: 541-963-8309
Fax: 541-963-5456
Contact: La Grande Office
Email: bidinfo@andersonperry.com

Document Information:

Bidding Documents are available at <http://www.andersonperry.com> under the Bid Docs link. The digital Bidding Documents may be downloaded for a non-refundable payment of \$30.00 by inputting QuestCDN eBidDoc Number 8594854 on the website. Assistance with free QuestCDN membership registration, document downloading, and working with the digital Project information may be obtained at QuestCDN.com, at 952-233-1632, or via e-mail at info@questcdn.com. The Bidding Documents will be available for download after July 17, 2023. No paper sets will be provided for bidding purposes.

Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

Quest EBidDoc™ Delivery Info:

Download delivery fee is \$10.00, file size is 44 MB . [Preview](#) [Download](#)
Fee for bidding online is \$20.00

RESOLUTION NO. 2288

A RESOLUTION AWARDED A CONTRACT FOR THE PURCHASE OF REGIONAL WATER SYSTEM PHASE 2 PUMP AND MOTOR PROCUREMENT PACKAGE AND AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT ON BEHALF OF THE CITY

WHEREAS, the City of Hermiston (“City”) and the Port of Umatilla (“POU”) operate the Regional Water System (“RWS”); and

WHEREAS, the POU is working with an industrial client to provide non-potable cooling water via the RWS through an agreement between those parties; and

WHEREAS, the City is the contracted operator of the RWS and is constructing necessary upgrades to the RWS to provide the non-potable cooling water, all at the cost of the industrial client; and

WHEREAS, several of the necessary upgrades include relatively long lead times for purchasing and production which requires the City to purchase those items early to ensure the upgrades are completed on time; and

WHEREAS, notice for bids for the Pump and Motor Procurement Package was published and a bids were received, with PumpTech, LLC., providing the lowest responsive and responsible bid total of \$2,317,861.00.

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

1. That the contract for Regional Water System Phase 2 Pump and Motor Procurement Package is awarded to PumpTech, LLC.
2. That City Manager be, and is, hereby authorized to execute and deliver the contract for Regional Water System Phase 2 Pump and Motor Procurement Package to PumpTech, LLC, 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 28th day of August, 2023.
SIGNED by the Mayor this 28th day of August, 2023.

Dr. David Drotzmann, 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 August 28, 2023

Title/Subject

Resolution 2289- Regional Water System Phase 2 Controls Procurement

Summary and Background

The Port of Umatilla (POU) is working with an industrial client to receive non-potable cooling water through the Regional Water System (RWS) using POU water rights and by a separate agreement between POU and the client. The City, as the contracted operator of the RWS, is working to construct the necessary upgrades to the system at the client’s cost. Several of those upgrades include relatively long lead-times, and therefore, in order to ensure an upgrade completion date of February, 2025, the City is purchasing some of those items early and being reimbursed by the client.

This item pertains to controls systems at the RWS, which allow for automated and remote operation of the system by the City’s operators.

Tie-In to Council Goals

Attract industry and jobs

Fiscal Information

This project, as is the case on all RWS improvements like this, the ultimate customer pays for all of the costs by reimbursement. Therefore, there is no actual fiscal impact to the City. However, this project was included as part of the \$20M in budgeted expenditures this fiscal associated with RWS upgrades.

The following bids were received:

- 1. Engineer’s Estimate: \$88,799.00
- 2. The Automation Group: \$90,132.25

Although only one bid was received, it is recommended to proceed with awarding the contract to The Automation Group (TAG). The bid is within approximately 1.5% of the Engineer’s estimate. TAG already works as the “Integrator of Record” for all of the City’s water and sewer control systems, so staff is familiar with them and the quality of their work. The client who is

paying for the project has been provided with the bid tabulation form, and agrees with awarding the contract to TAG.

Alternatives and Recommendation

Alternatives

1. Approve Resolution 2289 awarding the contract to TAG
2. Reject Resolution 2289
3. Table Resolution 2289

Recommended Action/Motion

Motion to approve Resolution 2289

Submitted By:

Mark Morgan, Assistant City Manager

BID TABULATION

ANDERSON PERRY & ASSOCIATES, INC.
 243 E. Main Street, Suite C
 Hermiston, Oregon 97838

PROJECT: City of Hermiston, Oregon
 Regional Water System Phase 2 Improvements - 2024
 Controls Procurement Package

OWNER: City of Hermiston
 180 N.E. Second Street
 Hermiston, Oregon 97838

Bid Opening: 11:00 a.m., August 15, 2023, via QuestCDN
 Online Bidding Service

BIDDERS

| Item | Description | Unit | Amount | Engineer's Estimate | | The Automation Group | | Unit Price | Total | Unit Price | Total |
|------------------------|---|------|--------|---------------------|-------------|----------------------|-------------|------------|-------|------------|-------|
| | | | | Unit Price | Total | Unit Price | Total | | | | |
| 1 | Programmable Logic Controller, 1769-L33ER | Each | 3 | \$4,468.00 | \$13,404.00 | \$3,865.96 | \$11,597.88 | | | | |
| 2 | Programmable Logic Controller, 1769-L24ER-QBFC1B | Each | 6 | \$2,870.00 | \$17,220.00 | \$3,613.89 | \$21,683.34 | | | | |
| 3 | Digital Input Module, 1769-IQ16 | Each | 9 | \$199.00 | \$1,791.00 | \$327.93 | \$2,951.37 | | | | |
| 4 | Digital Output Module, 1769-OW8I | Each | 2 | \$269.00 | \$538.00 | \$420.69 | \$841.38 | | | | |
| 5 | 4-20 mA Analog Input Module, 1769-IF8 | Each | 8 | \$1,185.00 | \$9,480.00 | \$1,069.99 | \$8,559.92 | | | | |
| 6 | 4-20 mA Analog Output Module, 1769-OF4CI | Each | 2 | \$1,674.00 | \$3,348.00 | \$1,524.18 | \$3,048.36 | | | | |
| 7 | End Caps, Left, 1769-ECL | Each | 6 | \$66.00 | \$396.00 | \$61.27 | \$367.62 | | | | |
| 8 | End Caps, Right, 1769-ECR | Each | 6 | \$59.00 | \$354.00 | \$46.74 | \$280.44 | | | | |
| 9 | Power Supply, 120 VAC, 1769-PA4 | Each | 6 | \$511.00 | \$3,066.00 | \$614.99 | \$3,689.94 | | | | |
| 10 | Human Machine Interface (HMI), 10-inch, 2711P-T10C22D9P | Each | 3 | \$5,216.00 | \$15,648.00 | \$4,916.38 | \$14,749.14 | | | | |
| 11 | HMI, 7-inch, 2711P-T7C22D9P | Each | 6 | \$1,843.00 | \$11,058.00 | \$2,689.09 | \$16,134.54 | | | | |
| 12 | Ethernet Switch, 1783-LMS8 | Each | 8 | \$1,562.00 | \$12,496.00 | \$778.54 | \$6,228.32 | | | | |
| TOTAL BID PRICE | | | | \$88,799.00 | | \$90,132.25 | | | | | |

RWS Phase 2 Improvements - 2024 - Controls Procurement

Quest Number: 8611049

Closing Date: Tue, 08/15/2023 11:00 AM PDT

Posting Type: Goods and Services (G&S)

QuestCDN Partner Posting

Location Details

City: **Hermiston**
 County: **Umatilla**
 State/Province: **OR**

G&S Details

Online Bidding:

Available

Closing Date: **Tue, 08/15/2023 11:00 AM PDT**

G&S Bid Response Information: **Bids for the Project will be received until August 15, 2023, at 11:00 a.m., local time. For this project, Bids will be received and accepted ONLY via the online electronic bid service through QuestCDN.com. To access the electronic Bid Form, download the project documents and click Online Bidding at the top of the project posting.**

Est. Value Notes: **\$100,000 to \$125,000**

Pre-Bid Meeting Info: **No pre-bid conference will be held for this procurement effort.**

G&S Description

G&S Category Code: **285 - Electrical Equipment And Supplies (Except Cable And Wire) , 287 - Electronic Equipment, Components, Parts, And Accessories (See Class 730 For Testing Or Analyzing Type)**

Description: **The City of Hermiston, Oregon (Owner) invites Bids from qualified Suppliers for the Regional Water System Phase 2 Improvements - 2024 Controls Procurement Package. The procurement package includes, but is not limited to, supplying controls-related equipment for planned improvements to various pumping facilities associated with the Regional Water System, and other items as specified.**

Delivery of the materials supplied as part of this procurement package must be coordinated with the Owner.

Additional Description: **Bid security shall be furnished in accordance with the Request for Bids.**

The Owner is an equal opportunity employer. Minority and women-owned businesses are encouraged to bid. Minority and women-owned businesses should indicate they are a minority on the Planholders List.

Primary Contact Information

Owner Details

Owner Name: **City of Hermiston, Oregon**

Solicitor Details

Solicitor Name: **Anderson Perry & Associates - La Grande, OR**

Design Discipline: **Soliciting agent**

Address: **1901 N. Fir Street, La Grande, OR - 97850**

Phone: **541-963-8309**

Fax: **541-963-5456**

Contact: **La Grande Office**

Email: [**bidinfo@andersonperry.com**](mailto:bidinfo@andersonperry.com)

G&S Document Information

Bidding Documents are available at <http://www.andersonperry.com> under the Bid Docs link. The digital Bidding Documents may be downloaded for a non-refundable payment of \$30.00 by inputting QuestCDN eBidDoc Number 8611049 on the website. Assistance with free QuestCDN membership registration, document downloading, and working with the digital Project information may be obtained at QuestCDN.com, at 952-233-1632, or via e-mail at info@questcdn.com. The Bidding Documents will be available for download after July 25, 2023. No paper sets will be provided for bidding purposes.

Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

Anderson Perry & Associates, Inc.

Jay Marlow, P.E.

243 E. Main, Suite C, Hermiston, Oregon 97838

541-963-8309, jmarlow@andersonperry.com

Prospective Bidders may examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. or at the location listed below.

**City of Hermiston, 180 N.E. Second Street,
Hermiston, Oregon**

Quest EBidDoc™ Delivery Info:

Download delivery fee is \$10.00, file size is 36

MB . [Preview](#) [Download](#)

Fee for bidding online is \$20.00

RESOLUTION NO. 2289

A RESOLUTION AWARDDING A CONTRACT FOR THE PURCHASE OF REGIONAL WATER SYSTEM PHASE 2 CONTROLS PROCUREMENT PACKAGE AND AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT ON BEHALF OF THE CITY

WHEREAS, the City of Hermiston (“City”) and the Port of Umatilla (“POU”) operate the Regional Water System (“RWS”); and

WHEREAS, the POU is working with an industrial client to provide non-potable cooling water via the RWS through an agreement between those parties; and

WHEREAS, the City is the contracted operator of the RWS and is constructing necessary upgrades to the RWS to provide the non-potable cooling water, all at the cost of the industrial client; and

WHEREAS, several of the necessary upgrades include relatively long lead times for purchasing and production which requires the City to purchase those items early to ensure the upgrades are completed on time; and

WHEREAS, notice for bids for a Controls Procurement Package was published and a bid was received, with The Automation Group Inc. (TAG), providing a bid total of \$90,132.25.

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

1. That the contract for Regional Water System Phase 2 Controls Procurement Package is awarded to The Automation Group, Inc.
2. That City Manager be, and is, hereby authorized to execute and deliver the contract for Regional Water System Phase 2 Controls Procurement Package to The Automation Group, Inc., 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 28th day of August, 2023.

SIGNED by the Mayor this 28th day of August, 2023.

Dr. David Drotzmann, 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 August 28, 2023

Title/Subject

Resolution No. 2290 – Authorizing an Information Technology Services Agreement with the Umatilla Rural Fire Protection District

Summary and Background

The City of Hermiston has been in the business of providing IT services to various local governments since July 1, 2022. Things have been going well and customers seem to be pleased.

Umatilla Rural Fire Protection District was providing IT services internally on an ad hoc basis for the past several years. They were referred to us by the City of Umatilla staff.

They currently have such a limited network with a low number of requested hours that we can meet their needs with the current staffing levels. At this point the seventh position authorized in the 2023-24 budget will not need to be added.

Tie-In to Council Goals

N/A

Fiscal Information

| | September 1, 2023 |
|-------------------|--------------------------|
| Monthly | \$960 |
| Annually | \$11,520 |
| Hours/Week | 2 |

This agreement includes a 3% annual escalator clause to help us keep up with inflation.

Alternatives and Recommendation

Alternatives

1. Adopt Resolution 2290
2. Amend Resolution 2290
3. Table Resolution 2290 and request more information.

Recommended Action/Motion

Motion to adopt Resolution 2290 as proposed.

Submitted By:

Byron D. Smith

RESOLUTION NO. 2290

A RESOLUTION AUTHORIZING THE CITY OF HERMISTON TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT TO PROVIDE INFORMATION TECHNOLOGY SERVICES TO THE UMATILLA RURAL FIRE PROTECTION DISTRICT AND TO AUTHORIZE THE CITY MANAGER TO SIGN ALL NECESSARY DOCUMENTS ON BEHALF OF THE CITY

WHEREAS, the City of Hermiston (City) has established a full-service internal Information Technology (IT) department; and

WHEREAS, the City has the means to provide ongoing IT services to additional agencies outside of the City; and

WHEREAS, the City and the Umatilla Rural Fire Protection District have reached an agreement to provide ongoing IT services to the Umatilla Rural Fire Protection District; and

WHEREAS, City staff believe it is in the best interest of the City to approve and execute the Intergovernmental Agreement.

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

1. That the Intergovernmental Agreement attached to this resolution between the City of Hermiston and the Umatilla Rural Fire Protection District to provide ongoing IT services is hereby approved.
2. That the City Manager is authorized to sign the Intergovernmental Agreement.
3. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 28th day of August 2023.

SIGNED by the Mayor this 28th day of August 2023.

Dr. David Drotzmann, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER

INTERGOVERNMENTAL AGREEMENT
between
The City of Hermiston
and
Umatilla Rural Fire Protection District
For Ongoing Information Technology Services

This Intergovernmental Agreement for Ongoing Information Technology Services (Agreement) is made by and between the City of Hermiston, hereinafter ("COH") and the Umatilla Rural Fire Protection District ("RFPD") (and collectively the "Parties") pursuant to ORS Chapter 190.

The Parties mutually agree as follows:

Term of Agreement. This Agreement shall be for a term of three years commencing on September 1, 2023 and expiring on August 31, 2026, with two optional three-year renewal options, unless terminated earlier as set forth herein. Renewal of the Agreement shall be in writing and subject to the mutual agreement of the Parties. At the conclusion of the original term or any subsequent renewal term, if the parties are not able to reach a mutual agreement on the terms and conditions for a renewal option, in their sole discretion, either party may terminate the Agreement upon ninety (90) days' written notice to the other without cause.

Scope of Work. COH shall perform the work described in Attachment A, Statement of Work, which is attached to this Agreement and incorporated into this Agreement by this reference.

Consideration. RFPD agrees to pay COH \$960.00 per month for approximately 8 hours of IT service per month beginning September 1, 2023. The fees referred in this section of this Agreement shall increase by three (3)% per year on July 1 of each year in which this Agreement is in effect. RFPD will pay for devices and any other materials required to perform the services under this Agreement, and if COH purchases those materials for RFPD, RFPD agrees to reimburse COH for those costs. COH agrees to notify RFPD prior to purchasing anything over \$500 and to provide adequate documentation and invoice COU for the cost. In the event that there is a future change in the need for basic services by RFPD, then the parties may mutually agree to increase or reduce basic services with a commensurate increase or reduction in basic services compensation.

Payment for Work. No payments shall be made until this Agreement is fully executed by both Parties. Invoices shall be issued on a monthly basis beginning October 1, 2023. Unless otherwise specified in Attachment A, COH will submit invoices monthly for services rendered and RFPD shall remit payment within 30 calendar days of receipt of invoice.

STANDARD TERMS AND CONDITIONS

1. **Legal Relationship.** The Parties intend the legal relationship between the parties to be at all times and for all purposes under this Agreement that of independent contracting agencies.
2. **Subcontracts and Assignment.** Neither party shall subcontract or assign any part of the Agreement without the prior written approval of the other party. Any attempted assignment of this Agreement without the prior written approval of the other party shall be void. If consent to a subcontract is properly given, then in addition to any other provisions of this Agreement, the subcontracting party shall hold its subcontractor to all the terms and conditions of this Agreement that would otherwise bind the party to whom consent was given. The Parties agree that any such subcontracts shall have no binding effect on the consenting party to this Agreement.
3. **Termination.** This Agreement may be terminated as follows unless otherwise specified herein:
 - a. **Mutual:** The Parties may terminate this Agreement at any time by written Agreement. RFPD shall pay COH for all materials purchased and work performed prior to the termination date.
 - b. **Party's Sole Discretion:** Either party, in its sole discretion, may terminate this Agreement for any reason on thirty (30) calendar days' written notice to the other party. RFPD shall pay COH for all materials purchased and work performed prior to the termination date.
 - c. **Breach:** Either party may terminate this Agreement in the event of a breach by the other party. To be effective, the party seeking termination must give the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within five (5) calendar days of the date of the notice, then the non-breaching party may terminate this Agreement at any time thereafter by giving a written notice of termination. RFPD shall pay COH for all materials purchased and work performed prior to the termination date.
 - d. **Termination** by either party shall not constitute a waiver of any claim either party may assert against the other party.
4. **Access to Records.** Upon reasonable advance notice, each party shall have access to the books, documents and other records of the other party (electronic or otherwise) which are necessary for completion of this Agreement for the purpose of examination, copying and audit unless otherwise limited by law.

5. **Confidentiality.** No reports, information, and/or data prepared or assembled by the Parties under this Agreement shall be made available to any individual or organization by either party without the prior written approval of the other party unless required by state or federal law. If COH IT staff in their work is exposed to proprietary data particularly related to Economic Development/Business Recruitment efforts, they shall not disclose that to either party to this agreement.

6. **Compliance with Applicable Laws.** Parties shall comply with all federal, state, county and local laws, ordinances, and regulations applicable to the work to be done under this Agreement, including all applicable State and local public contracting provisions.

7. **Insurance.** The Parties represent that they are insured according to the statutory limits set in the State of Oregon for any liability, property, or auto claims. The Parties represent that they will maintain insurance to cover any claim that may result from or arise out of this Agreement. COH is insured for workers' compensation as required by law and shall provide benefits as prescribed by the State of Oregon.

8. **Indemnity and Hold Harmless.** The Parties individually accept responsibility for liability arising out of their individual performance of this Agreement. RFPD shall hold harmless, and indemnify COH from any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from the RFPD's negligent acts, omissions, activities or services provided pursuant to this Agreement. COH shall hold harmless, and indemnify RFPD from any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from COH's negligent acts, omissions, activities or services provided pursuant to this Agreement.

9. **Waiver, Severability.** Waiver of any default or breach under this Agreement by either party does not constitute a waiver of any subsequent default or a modification of any other provision(s) of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.

10. **Remedies.** In case of RFPD's breach, COH shall be entitled to receipt of payments for work performed and to any other available legal and equitable remedies. In case of COH's breach, RFPD shall be entitled to a refund of any prepayments of any work not performed and to any other available legal and equitable remedies.

11. Dispute Resolution. The Parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the Parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually agreeable mediator for mediation. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This mediation procedure shall be followed to its conclusion prior to either party seeking relief from the court, except in the case of an emergency.

12. Attorney Fees. The Parties agree if any suit or action at law, in equity, or through arbitration is filed to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, costs, and disbursements in addition to any other relief to which that party may be entitled. If the prevailing party is represented by "in-house" counsel, it shall nevertheless be entitled to recover reasonable attorney fees based upon reasonable time, rates and charges generally accepted in the Morrow/Umatilla County, Oregon area for the type of legal services performed.

13. Notices/Point of Contact. All notice or demands of any kind required or desired to be given by the Parties must be in writing and shall be deemed delivered upon in-person delivery or depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at its address listed below:

City of Hermiston, Attn: City Manager
180 NE 2nd Street; Hermiston, OR 97838
Email: bsmith@hermiston.or.us PH: (541) 667-5002

Umatilla Rural Fire Protection District, Attn: Fire Chief
P.O. Box 456, Umatilla, OR 97882
Email: chris.grant@umatillafire.org PH: (541) 922-3718

14. Governing Law. The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Agreement must be brought in Umatilla County Circuit Court. If the claim must be brought in a federal forum then it shall be brought and conducted in the United States District Court for the State of Oregon. PARTIES AGREE TO THE JURISDICTION OF THESE COURTS.

15. Force Majeure. Neither COH nor RFPD shall be responsible for delay or default caused by any contingency beyond their control, including, but not limited to war or insurrection, strikes or lockouts by the Parties' own employees, walkouts by the Parties' own employees, fires, natural calamities, riots or demands or requirements of governmental agencies other than COH or RFPD.

16. Ownership of Work Product. Any and all goods and services developed for RFPD pursuant to this Agreement are intended as works made for hire. Works made for hire are the exclusive property of RFPD.

17. Modification. No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both Parties. A written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

18. Entire Agreement. When signed by the authorized representatives of both parties, this Agreement and its attached exhibit(s) is their final and entire Agreement. This Agreement supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

I HAVE READ THIS AGREEMENT INCLUDING THE ATTACHMENT(S). I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS AGREEMENT. I UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

UMATILLA RURAL FIRE PROTECTION DISTRICT

Signature: *Kyle R. Sipe*

Title: *Board Chairman*

Name (print): *Kyle R. Sipe*

Date: *8-22-23*

CITY OF HERMISTON

Signature: _____

Title: _____

Name (print): _____

Date: _____

Attachment A: Statement of Work

8 assumed hours per month of service.

Current hourly billing rate: \$120 per hour.

Managed Help Desk

- Monitor, triage and remediate IT issues submitted by RFPD staff
- Provide SLA agreement
- Ensure Help Desk solution is updated/patched and configured, adhering to best practices
- Train RFPD staff on process for submitting help requests

Managed Server and Infrastructure Support

- Monitor servers and infrastructure
- Configure for optimal performance
- Maintain updates/patches for hardware and software
- Ensure compliancy for licensing/usage

Managed Workstations/Laptops/Software

- Windows OS patch management
- Maintain hardware/firmware updates
- Maintain updates for standard add-on software (i.e. Adobe Reader, Java, etc.)
- Remote management/support
- Installation and configuration of any new hardware such as servers, PCs, printers, peripherals, etc.
- Installation and configuration of any new software such as MS Office, version upgrades, etc.

Active Directory

- Audit current AD environment
- Remediate issues
- Configure for best practices
- Review group policy

Expectations:

To ensure COH's ability to provide satisfaction to RFPD, the following provisions apply as appropriate to services contracted with COH. COH is pleased to offer a complete package of IT support services for RFPD. The IT support package is designed to handle all RFPD's

IGA IT SERVICES

Page 6 of 8

technology-related needs. All servers, workstations, and other network devices and Microsoft Operating Systems are considered covered items that will be maintained or serviced.

What this service covers and includes:

Vendor Liaison: COH will act as RFPD's duly appointed representative and advocate. COH IT Team will diagnose problems and dispatch or contact third parties such as Internet service providers, hardware manufacturers, IT contractors, etc. when deemed necessary. The COH IT Team is not intended to replace third party/line-of-business applications support. RFPD agrees to refrain from interacting with the third parties (except line-of-business application support) because it may result in misdirected activity and/or delay of resolution.

Best Interest: In the event of a failure or problem, remedial activities may commence prior to notifying RFPD of the problem. This will allow the COH IT Team the ability to begin problem resolution, open trouble tickets with other vendors, or dispatch personnel with replacement parts when deemed necessary. In doing so, COH is acting in RFPD's best interest to resolve the issue as quickly as possible. All efforts will be made to communicate any technology-related issues that arise to RFPD as soon as possible.

Administrative Access: It is imperative that COH IT Team maintain and control administrative access to the RFPD's network and be responsible for providing all other third parties with needed or requested access.

Approval of Hardware and Software: The COH IT Team will collaborate with RFPD's appointed staff to procure hardware and software. COH's role will be to research, evaluate and recommend with final approval coming from RFPD's designated IT liaison.

Advisory Role: To assist with proper planning and third-party services involving the network, telecommunications, data access, future growth or down-sizing, RFPD will involve the COH IT Team in such discussions as an advisor.

IT Policy and Procedure: The COH IT Team will work with RFPD's designated liaison to establish relevant IT policies and procedures based on best practices.

Support Tiers: The Help Desk will be the first point of contact for IT support requests and is considered Tier 1. Almost all support incidents begin in Tier 1, where the initial trouble ticket is created, the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated. Support incidents that cannot be resolved in Tier 1 immediately move to Tier 2 support. Generally, these are more complex support techniques on hardware/software issues that can be provided by more experienced support staff. Support incidents that cannot be resolved by Tier 2 support are escalated to Tier 3, where support is provided by the most qualified and experienced support staff who can collaborate with third party (vendor) support engineers to resolve the most complex issues.

Criminal Justice Information Systems Compliance: COH IT staff will maintain Criminal Justice Information Systems (CJIS) certifications for compliance in supporting law enforcement agencies and municipal court operations if applicable.

Service Level Agreements (SLAs):

SLA 1: Service not available (not able to work, network down, workstation not turning on, etc.) This is an instant contact scenario. Submitting Help Desk Ticket is not required and may not be available. Contact information will be provided to RFPD staff. Response time is immediate as possible.

SLA 2: Significant degradation in services (obvious slow network, internet, etc., but still functional). Submitting Help Desk Ticket required if possible. Depending on resources, impacted RFPD staff will be provided with contact information for COH IT Team and instructed on appropriate time for direct contact. COH IT Team response time is within two hours during normal business hours.

SLA 3: Limited degradation of service. This is impacting resources, but business process can continue. Submitting Help Desk Ticket required. COH IT Team response time is within four hours during normal business hours.

SLA 4: Slight service degradation. This is when an issue needs to be researched or resolved but is not having a significant impact on business process. Submitting Help Desk Ticket required. COH IT Team will respond within one business day.

SLA 5: After hours support will be available for critical widespread outages as needed by RFPD staff.



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of August 28, 2023

Title/Subject

July 2023 Financial Report

Summary and Background

This is the monthly overview of the previous month's financial position of the city.

Tie-In to Council Goals

Fiscal Prudence

Fiscal Information

Fiscal Prudence

Alternatives and Recommendation

Alternatives

NONE

Recommended Action/Motion

Recommend approval/acceptance of the July 2023 Financial Report as presented.

Request a motion to approve/accept the July 2023 Financial Report as presented.

Submitted By:

Mark Krawczyk

Director of Finance

July 2023 Financial Report



Department of Finance
July 2023
(Unaudited)

Includes the Hermiston Urban Renewal Agency

FY2023-2024 Monthly Financial Report

Section 12, Item A.

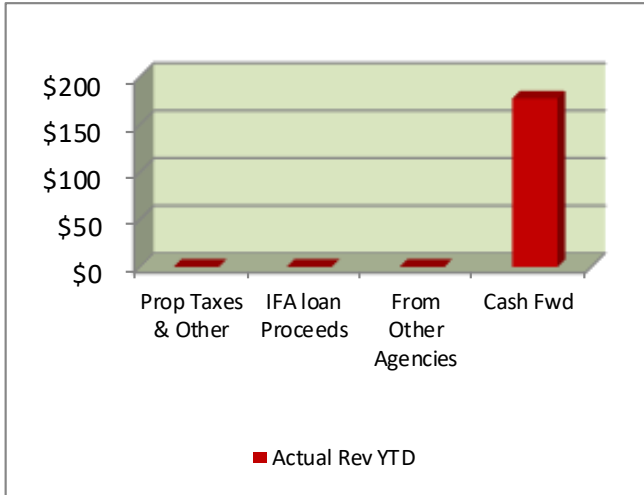
Hermiston Urban Renewal Agency (HURA)

For the Month Ending July 31, 2023

Resources

Through July 31, 2023

by Category



| | Annual Proj Rev | Actual Rev YTD | % Var |
|---------------------|-----------------|----------------|------------|
| Prop Taxes & Other | \$ 298 | 0 | 0% |
| IFA loan Proceeds | \$ 496 | 0 | 0% |
| From Other Agencies | \$ 50 | 0 | |
| Cash Fwd | \$ 177 | 177 | 100% |
| Total | \$ 1,021 | \$ 177 | 17% |

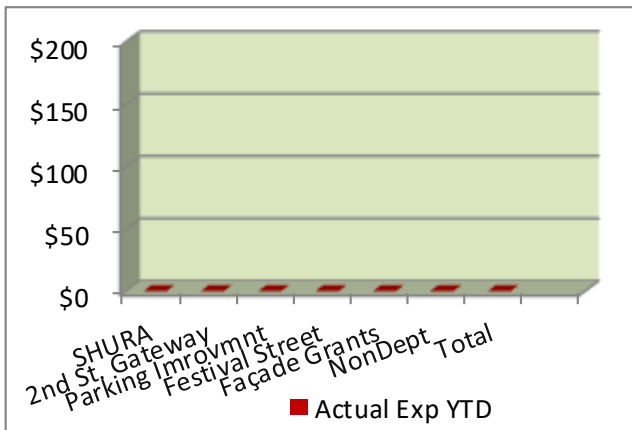
Note: Variance is calculated as % of revenue YTD

Expenditures

Through July 31, 2023

by Character

(in \$1,000)



| | Annual Proj Exp | Actual Exp YTD | % Var |
|------------------|-----------------|----------------|-----------|
| SHURA | \$ 496 | 0 | 0% |
| 2nd St. Gateway | \$ 360 | 0 | 0% |
| Parking Improvmt | \$ 3 | 0 | 0% |
| Festival Street | \$ 3 | 0 | 0% |
| Façade Grants | \$ 20 | 0 | 0% |
| NonDept | \$ 139 | 0 | 0% |
| Total | \$ 1,021 | \$ - | 0% |

Note: variance is calculated as % of expenses YTD.

The FY2023-24 budget for the Urban Renewal Agency is \$ 1,020,966. This includes \$496,000 for the beginning of the SHURA project, \$360,000 for construction of the 2nd Street Gateway project, \$3,000 for parking improvements, \$3,000 for the Festival Street, \$20,000 for façade grants, and \$138,966 for Non-Departmental expenses.

FY2023-2024 Monthly Financial Report

Section 12, Item A.

City of Hermiston, Oregon

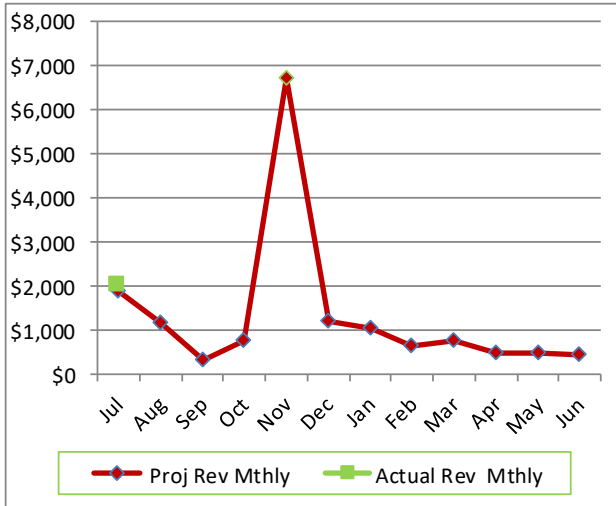
General Fund Resources

For the Month Ending July 31, 2023

General Fund Resources Summary

Through July 31, 2023

(in \$1,000)



| | Proj Rev Mthly | Rev Proj Mthly | Actual Rev Mthly | Var Fav/ (Unfav) | % Var |
|------------------|------------------|------------------|------------------|------------------|-------------|
| Jul | \$ 1,869 | \$ 1,869 | \$ 2,011 | \$ 142 | 8% |
| Aug | \$ 1,174 | \$ 1,174 | | \$ - | 0% |
| Sep | \$ 347 | \$ 347 | | \$ - | 0% |
| Oct | \$ 754 | \$ 754 | | \$ - | 0% |
| Nov | \$ 6,721 | \$ 6,721 | | \$ - | 0% |
| Dec | \$ 1,198 | \$ 1,198 | | \$ - | 0% |
| Jan | \$ 1,037 | \$ 1,037 | | \$ - | 0% |
| Feb | \$ 644 | \$ 644 | | \$ - | 0% |
| Mar | \$ 777 | \$ 777 | | \$ - | 0% |
| Apr | \$ 499 | \$ 499 | | \$ - | 0% |
| May | \$ 472 | \$ 472 | | \$ - | 0% |
| Jun | \$ 464 | \$ 464 | | \$ - | 0% |
| Total YTD | 15,955 | 15,957 | 2,011 | 142 | 0.9% |
| Cash Fwd | 952 | - | - | - | 0% |
| Total | \$ 16,907 | \$ 15,957 | \$ 2,011 | 142 | 0.9% |

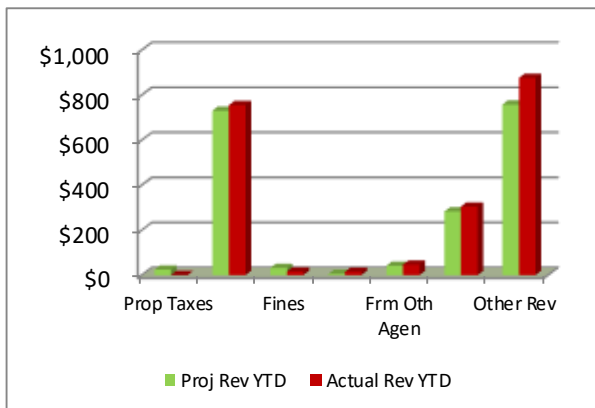
Estimated General Fund revenues for the 2023-24 fiscal year are **\$16,906,911**. Projected revenues for July were **\$1,869,176**, compared to actual revenues of **\$2,010,975**, a positive variance of **\$141,799**.

General Fund - All Resources

Through July 31, 2023

by Category

(in \$1,000)



| | Annual Proj Rev | Proj Rev YTD | Actual Rev YTD | Var Fav/ (Unfav) | % Var |
|--------------|-----------------|-----------------|-----------------|------------------|-------------|
| Prop Taxes | \$ 7,426 | \$ 24 | \$ - | \$ (24) | -100% |
| Lic & Fran | \$ 1,468 | \$ 729 | 755 | 25 | 3% |
| Fines | \$ 400 | \$ 32 | 16 | (16) | -50% |
| Interest Rev | \$ 70 | \$ 5 | 14 | 9 | 184% |
| Frm Oth Agen | \$ 1,123 | \$ 41 | 47 | 6 | 15% |
| Svc Chgs | \$ 2,181 | \$ 282 | 304 | 22 | 8% |
| Other Rev | \$ 3,287 | \$ 757 | 875 | 118 | 16% |
| Cash Fwd | \$ 952 | \$ - | - | - | 0% |
| Total | \$16,907 | \$ 1,869 | \$ 2,011 | \$ 142 | 7.6% |

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

FY2023-2024 Monthly Financial Report

Section 12, Item A.

City of Hermiston, Oregon

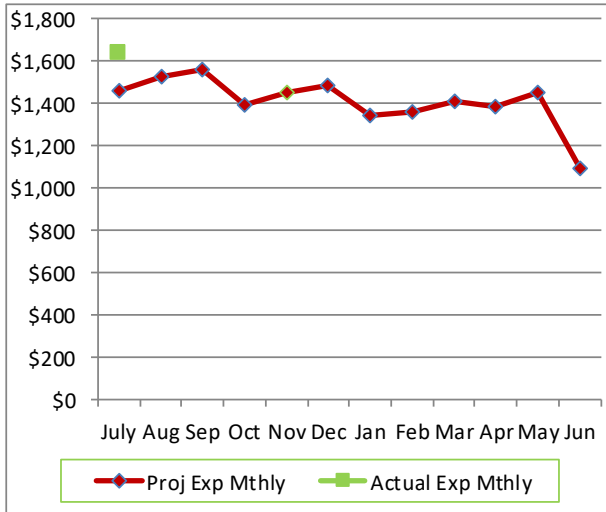
General Fund Expenditures

For the Month Ending July 31, 2023

General Fund Expenditure Summary

Through July 31, 2023

(in \$1,000)



| | Proj Exp Mthly | Proj Exp | Actual Exp Mthly | Var Fav/ (Unfav) | % Var |
|------------------|------------------|------------------|------------------|------------------|--------------|
| July | \$ 1,460 | \$ 1,460 | \$ 1,632 | \$ (172) | -12% |
| Aug | \$ 1,524 | \$ 1,524 | | | 0% |
| Sep | \$ 1,560 | \$ 1,560 | | | 0% |
| Oct | \$ 1,391 | \$ 1,391 | | | 0% |
| Nov | \$ 1,451 | \$ 1,451 | | | 0% |
| Dec | \$ 1,483 | \$ 1,483 | | | 0% |
| Jan | \$ 1,340 | \$ 1,340 | | | 0% |
| Feb | \$ 1,362 | \$ 1,362 | | | 0% |
| Mar | \$ 1,409 | \$ 1,409 | | | 0% |
| Apr | \$ 1,381 | \$ 1,381 | | | 0% |
| May | \$ 1,449 | \$ 1,449 | | | 0% |
| Jun | \$ 1,095 | \$ 1,095 | | | 0% |
| Total YTD | 16,906 | 16,906 | 1,632 | (172) | -1.0% |
| Contngcy | | - | - | - | 0% |
| Total | \$ 16,906 | \$ 16,906 | \$ 1,632 | \$ (172) | -1.0% |

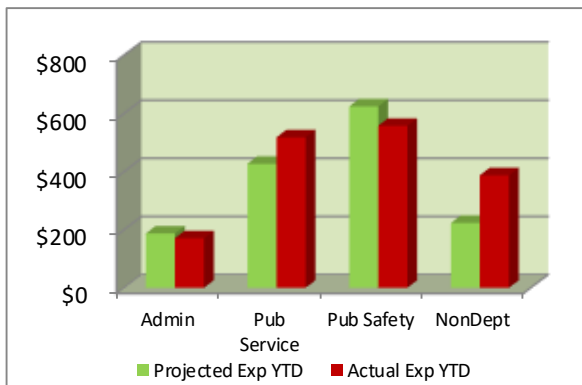
Projected General Fund monthly expenditures for July were **\$1,459,957**. Actual expenditures were **\$1,632,447**, which is **\$172,483** more than projected for a **negative variance of 11.8%** for the month.

General Fund Expenditures

Through July 31, 2023

by Consolidated Department

(in \$1,000)



| | Annual Proj Exp | Projected Exp YTD | Actual Exp YTD | Var Fav/ (Unfav) | % Var |
|--------------|-----------------|-------------------|-----------------|------------------|---------------|
| Admin | \$ 2,221 | 187 | 170 | 16 | 9% |
| Pub Service | 4,594 | 427 | 518 | (91) | -21% |
| Pub Safety | 7,416 | 624 | 557 | 66 | 11% |
| NonDept | 2,675 | 223 | 387 | (164) | -74% |
| Unapp | - | - | - | - | 0% |
| Total | \$16,906 | \$ 1,460 | \$ 1,632 | \$ (172) | -11.8% |

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

FY2023-2024 Monthly Financial Report

Section 12, Item A.

General Fund Expenditure Detail For the Month Ending July 31, 2023

General Fund Expenditures by Department

| | Annual Projected | | | Var Fav/ (Unfav) | % Var Fav/ (Unfav) |
|------------------------------|-------------------|-------------------|------------------|---------------------|-----------------------|
| | Exp | Projected Exp YTD | Actual Exp YTD | | |
| City Council | 0 | 0 | 0 | 0 | 0% |
| City Manager/Legal | 1,059,519 | 88,293 | 86,758 | 1,535 | 2% |
| City Planning | 464,191 | 38,683 | 26,488 | 12,195 | 32% |
| Finance | 697,192 | 59,750 | 56,987 | 2,763 | 5% |
| Total Administration | 2,220,902 | 186,725 | 170,233 | 16,492 | 9% |
| Transportation | 472,000 | 25,057 | 30,000 | (4,943) | -20% |
| Airport | 320,300 | 6,599 | 47,916 | (41,317) | -626% |
| Bldg Inspection | 571,453 | 38,064 | 44,029 | (5,965) | -16% |
| Parks | 716,975 | 73,449 | 63,242 | 10,207 | 14% |
| Parks/Utility Landscaping | 44,115 | 4,190 | 4,510 | (320) | -8% |
| Pool | 553,287 | 119,356 | 166,047 | (46,691) | -39% |
| Municipal Buildings | 150,790 | 12,566 | 11,398 | 1,168 | 9% |
| Library | 894,012 | 71,746 | 68,860 | 2,886 | 4% |
| Recreation | 609,596 | 58,836 | 67,666 | (8,830) | -15% |
| Community Center | 200,972 | 12,950 | 10,930 | 2,020 | 16% |
| Harkenrider Center | 60,010 | 3,725 | 3,049 | 676 | 18% |
| Total Public Services | 4,593,510 | 426,537 | 517,647 | (91,110) | -21% |
| Court | 733,137 | 78,486 | 50,959 | 27,527 | 35% |
| Public Safety Center | 43,000 | 3,067 | 1,022 | 2,045 | 67% |
| Police Operations | 6,640,440 | 542,230 | 505,308 | 36,922 | 7% |
| Total Public Safety | 7,416,577 | 623,784 | 557,289 | 66,495 | 11% |
| Non-Departmental | 2,674,921 | 222,910 | 387,271 | (164,361) | -74% |
| Unappropriated | 0 | 0 | 0 | 0 | 0% |
| Total Non-Dept | 2,674,921 | 222,910 | 387,271 | (164,361) | -74% |
| Total | 16,905,910 | 1,459,957 | 1,632,440 | (172,483) | -11.8% |

For July of FY2024 -

Total Administration is \$16,492 less than projected. **Total Public Services** are \$91,110 more than projected. **Public Safety** is \$66,495 less than projected. **Non-Departmental** is \$164,361 more than projected. The total **General Fund expenses** are \$172,483 more than projected for this month.

FY2023-2024 Monthly Financial Report

Section 12, Item A.

Fund Balance - General Fund

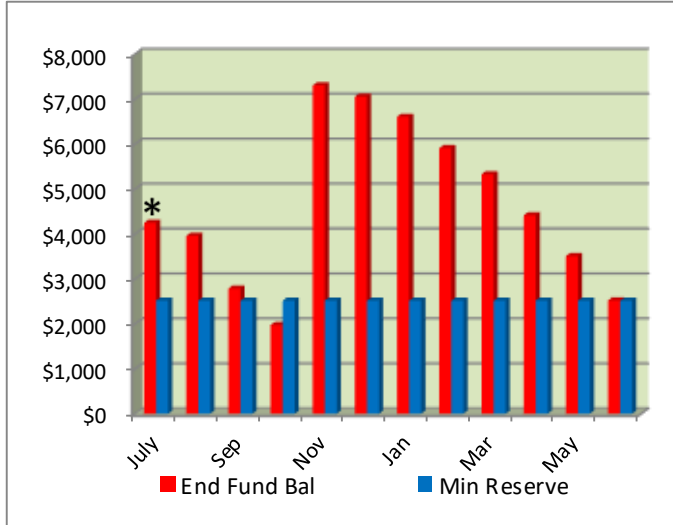
For the Month Ending July 31, 2023

General Fund

Through July 31, 2023

Ending Fund Balance

(in \$1,000)



Minimum Reserve = \$2,513,250

| | Begin Fund Bal | Revenue | Expense | End Fund Bal | ACT/PROJ Fund Bal |
|--------------|-----------------|------------------|------------------|-----------------|-------------------|
| July | \$ 3,867 | \$ 2,011 | \$ (1,632) | \$ 4,246 | ACT* |
| Aug | \$ 4,246 | \$ 1,174 | \$ (1,460) | \$ 3,959 | PROJ |
| Sep | \$ 3,959 | \$ 347 | \$ (1,524) | \$ 2,782 | PROJ |
| Oct | \$ 2,782 | \$ 754 | \$ (1,560) | \$ 1,975 | PROJ |
| Nov | \$ 1,975 | \$ 6,720 | \$ (1,391) | \$ 7,304 | PROJ |
| Dec | \$ 7,304 | \$ 1,198 | \$ (1,451) | \$ 7,051 | PROJ |
| Jan | \$ 7,051 | \$ 1,037 | \$ (1,483) | \$ 6,606 | PROJ |
| Feb | \$ 6,606 | \$ 644 | \$ (1,340) | \$ 5,910 | PROJ |
| Mar | \$ 5,910 | \$ 777 | \$ (1,362) | \$ 5,325 | PROJ |
| Apr | \$ 5,325 | \$ 499 | \$ (1,409) | \$ 4,415 | PROJ |
| May | \$ 4,415 | \$ 472 | \$ (1,381) | \$ 3,505 | PROJ |
| June | \$ 3,505 | \$ 464 | \$ (1,449) | \$ 2,521 | PROJ |
| Total | \$ 3,867 | \$ 16,097 | \$ 17,443 | \$ 2,521 | |

The General Fund balance at the end of July for FY2024 is approximately **\$4,246,000**, which is **\$1,733,000** more than the current Minimum Reserve requirement of **\$2,513,250**.

The General Fund reserve policy is to maintain **15% fund balance** of total expenditures based on the prior fiscal year activity.

FY2023-2024 Monthly Financial Report

Special Revenue Funds Report For the Month Ending July 31, 2023

Special Revenue Funds Resources & Requirements

| | 2023-24 | | Remaining |
|---|---------------|------------|------------|
| | Annual Budget | Actual YTD | Budget |
| 02 Bonded Debt Fund | | | |
| Resources | 626,677 | 54,180 | 572,497 |
| Expenditures | 527,920 | 308,600 | 219,320 |
| Unappropriated Balance | 98,757 | N/A | N/A |
| 05 Transient Room Tax (TRT) | | | |
| Resources | 1,144,600 | 328,004 | 816,596 |
| Expenditures | 1,144,600 | 47,495 | 1,097,105 |
| Unappropriated Balance | - | N/A | N/A |
| 08 Reserve Fund | | | |
| Resources | 43,494,330 | 1,004,823 | 42,489,507 |
| Expenditures | 42,399,936 | 411,141 | 41,988,795 |
| Unappropriated Balance | 1,094,394 | N/A | N/A |
| 11 Miscellaneous Special Revenue | | | |
| Resources | 70,000 | 2,328 | 67,672 |
| Expenditures | 70,000 | 1,952 | 68,048 |
| Unappropriated Balance | - | N/A | N/A |
| 19 Christmas Express Special Revenue | | | |
| Resources | 30,000 | - | 30,000 |
| Expenditures | 30,000 | - | 30,000 |
| Unappropriated Balance | - | N/A | N/A |
| 20 Law Enforcement Special Revenue | | | |
| Resources | 36,014 | - | 36,014 |
| Expenditures | 20,000 | - | 20,000 |
| Unappropriated Balance | 16,014 | N/A | N/A |
| 21 Library Special Revenue | | | |
| Resources | 36,014 | 5,651 | 30,363 |
| Expenditures | 20,000 | 1,535 | 18,465 |
| Unappropriated Balance | 16,014 | N/A | N/A |
| 23 Enterprise Zone Project Fund | | | |
| Resources | 1,648,699 | - | 1,648,699 |
| Expenditures | 1,648,699 | 222,081 | 1,426,618 |
| Unappropriated Balance | 222,081 | N/A | N/A |
| 25 EOTEC Operations | | | |
| Resources | 783,644 | 117,700 | 665,944 |
| Expenditures | 783,644 | 53,345 | 730,299 |
| Unappropriated Balance | | N/A | N/A |
| 26 IT Services | | | |
| Resources | 1,270,034 | 199,531 | 1,070,503 |
| Expenditures | 1,270,034 | 167,720 | 1,102,314 |
| Unappropriated Balance | | N/A | N/A |

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

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

FY2023-2024 Monthly Financial Report

Section 12, Item A.

Utility and Street Funds Report For the Month Ending July 31, 2023

Utility and Street Funds Report

Resources & Expenditures

| | 2023-2024 | | | Variance | |
|-------------------------------|---------------|---------------|------------|-------------|------------|
| | Annual Budget | Projected YTD | Actual YTD | Fav/(Unfav) | % Variance |
| 04 Street Fund | | | | | |
| Resources | 2,450,581 | 174,262 | 168,532 | (5,730) | -3% |
| Expenditures | 2,420,581 | 201,715 | 246,329 | (44,614) | -22% |
| Contingency | 30,000 | N/A | N/A | N/A | N/A |
| 06 Utility Fund | | | | | |
| Resources | 13,537,367 | 926,956 | 1,118,995 | 192,039 | 21% |
| Expenditures | 11,298,857 | 941,571 | 1,099,530 | (157,959) | -17% |
| Contingency | 2,238,510 | N/A | N/A | N/A | N/A |
| 13 HES Fund | | | | | |
| Resources | 13,113,053 | 847,416 | 748,249 | (99,167) | -12% |
| Expenditures | 10,764,749 | 897,062 | 877,896 | 19,166 | 2% |
| Contingency | 2,348,304 | N/A | N/A | N/A | N/A |
| 15 Regional Water Fund | | | | | |
| Resources | 1,890,428 | 112,583 | 84,176 | (28,407) | -25% |
| Expenditures | 1,223,306 | 101,942 | 146,316 | (44,374) | -44% |
| Contingency | 667,122 | N/A | N/A | N/A | N/A |

FY2023-24 Monthly Financial Report

Section 12, ItemA.

City of Hermiston, Oregon Utilities/Streets Capital Projects Report For the Month Ending July 31, 2023

| | 2023-2024 Budget | YTD Expenditures | Project Budget | Project To-Date Expenditures | % Complete |
|--------------------------------------|----------------------|---------------------|----------------------|---------------------------------|---------------|
| Geer & Harper Re-alignment | \$ 1,500,000 | \$ - | \$ 1,500,000 | \$ - | 0.00% |
| N. 1st Place Reconstruction | \$ 4,175,000 | \$ - | \$ 4,175,000 | \$ 420,481 | 10.07% |
| Penney Ave Roadway Improvement | \$ 1,000,000 | \$ 178,189 | \$ 1,000,000 | \$ 477,495 | 47.75% |
| AWS System Expansion - RWS | \$ 20,949,400 | \$ 50 | \$ 20,949,400 | \$ 2,345,769 | 11.20% |
| Lead and Copper Program | \$ 400,000 | \$ - | \$ 400,000 | \$ - | 0.00% |
| Well #5 Water System Improvements | \$ 775,000 | \$ - | \$ 775,000 | \$ 432,568 | 55.82% |
| Well #6 Backup Generator | \$ 380,000 | \$ - | \$ 380,000 | \$ 70,434 | 18.54% |
| N. 1st Place Water Line Replacement | \$ 830,000 | \$ - | \$ 830,000 | \$ 516,624 | 62.24% |
| Well #6 Chlorination | \$ 500,000 | \$ - | \$ 500,000 | \$ - | 0.00% |
| Well #4 Control System | \$ 410,000 | \$ - | \$ 410,000 | \$ - | 0.00% |
| Gladys & Main Waterline Replacement | \$ 100,000 | \$ - | \$ 1,180,000 | \$ - | 0.00% |
| Well #5 Wetwell Upgrades | \$ 150,000 | \$ - | \$ 150,000 | \$ - | 0.00% |
| McDonald's & 395 Sewer Main Replacem | \$ 370,000 | \$ - | \$ 370,000 | \$ 22,000 | 5.95% |
| AWS Cooling Discharge | \$ 805,000 | \$ - | \$ 805,000 | \$ 248,042 | 30.81% |
| Total | \$ 32,344,400 | \$ 178,239 | \$ 33,424,400 | \$ 4,285,371 | 12.82% |

Geer & Harper Re-alignment (\$1,500,000)

This intersection needs to be reconstructed to improve traffic/pedestrian access and ensure connectivity to property east of N. 1st Place. The current configuration makes access difficult for large trucks and traffic backs up on Harper Road during busy times during the day.

Current Update: No change in the status of this project. Still waiting for additional right-of-way acquisition.

North 1st Place Reconstruction (4,175,000)

North 1st Place is a critical secondary north/south arterial in Hermiston's transportation system. The existing road is cracking, there are no sidewalks and there is unrestricted access to the roadway from parking and undeveloped areas.

Current Update: **Work continued apace with the entirety of July focused on water and sewer main replacement.**

Penney Ave. Extension (\$1,000,000)

Business Oregon awarded a grant of approximately \$600,000 to cover half of the cost of constructing an extension of Penney Ave. between Kelli Blvd. and US395. Council approved using ARPA funds to cover the local match (half). This project implements the Transportation System Plan by adding an additional connection in to the southern industrial area of the City.

Current Update: **Contractor finished paving in July & opened to traffic. Final punch-list items will be completed in August.**

FY2023-24 Monthly Financial Report

Section 12, Item A.

City of Hermiston, Oregon Utilities/Streets Capital Projects Report For the Month Ending July 31, 2023

| | 2023-2024 Budget | YTD Expenditures | Project Budget | Project To-Date Expenditures | % Complete |
|--------------------------------------|----------------------|---------------------|----------------------|---------------------------------|---------------|
| Geer & Harper Re-alignment | \$ 1,500,000 | \$ - | \$ 1,500,000 | \$ - | 0.00% |
| N. 1st Place Reconstruction | \$ 4,175,000 | \$ - | \$ 4,175,000 | \$ 420,481 | 10.07% |
| Penney Ave Roadway Improvement | \$ 1,000,000 | \$ 178,189 | \$ 1,000,000 | \$ 477,495 | 47.75% |
| AWS System Expansion - RWS | \$ 20,949,400 | \$ 50 | \$ 20,949,400 | \$ 2,345,769 | 11.20% |
| Lead and Copper Program | \$ 400,000 | \$ - | \$ 400,000 | \$ - | 0.00% |
| Well #5 Water System Improvements | \$ 775,000 | \$ - | \$ 775,000 | \$ 432,568 | 55.82% |
| Well #6 Backup Generator | \$ 380,000 | \$ - | \$ 380,000 | \$ 70,434 | 18.54% |
| N. 1st Place Water Line Replacement | \$ 830,000 | \$ - | \$ 830,000 | \$ 516,624 | 62.24% |
| Well #6 Chlorination | \$ 500,000 | \$ - | \$ 500,000 | \$ - | 0.00% |
| Well #4 Control System | \$ 410,000 | \$ - | \$ 410,000 | \$ - | 0.00% |
| Gladys & Main Waterline Replacement | \$ 100,000 | \$ - | \$ 1,180,000 | \$ - | 0.00% |
| Well #5 Wetwell Upgrades | \$ 150,000 | \$ - | \$ 150,000 | \$ - | 0.00% |
| McDonald's & 395 Sewer Main Replacem | \$ 370,000 | \$ - | \$ 370,000 | \$ 22,000 | 5.95% |
| AWS Cooling Discharge | \$ 805,000 | \$ - | \$ 805,000 | \$ 248,042 | 30.81% |
| Total | \$ 32,344,400 | \$ 178,239 | \$ 33,424,400 | \$ 4,285,371 | 12.82% |

AWS System Expansion- RWS (\$20,949,400)

Amazon Web Services is paying to extend the City-owned 16" water main in Feedville Road approximately 7,000 feet to connect up with the City's other existing water infrastructure in Kelli Blvd. This project will also upgrade various pumps and motors in the Regional Water System, and also chlorinate and perform the necessary functions to convert the line to carry potable water. AWS is also paying the City to design a second, permanent, 24" nonpotable water main in Feedville Road.

Current Update: Work continued on pump/motor upgrades, with the final water main connection crossing the USBOR Feed Canal awaiting final approval from USBOR. Design work continued on Phase 2 water improvements and Phase 2a water/sewer/street improvements. Pre-Procurement of Pumps/Motors for Phase 2 was advertised.

Lead and Copper Program (\$400,000)

New state and federal guidelines require drinking water systems to inventory all connections with lead or copper piping with a physical inspection by October 1, 2024.

Current Update: Staff completed collection of information regarding all likely water connections made prior to 1980. Additional guidance has been given allowing for a statistical inventory, rather than digging up every connection. Staff now working toward pulling a valid sample of pre-1980 connections which will allow for an extrapolated inventory based on actual inspections on the sample.

FY2023-24 Monthly Financial Report

Section 12, Item A.

City of Hermiston, Oregon

Utilities/Streets Capital Projects Report

For the Month Ending July 31, 2023

| | 2023-2024 Budget | YTD Expenditures | Project Budget | Project To-Date Expenditures | % Complete |
|--------------------------------------|----------------------|---------------------|----------------------|---------------------------------|---------------|
| Geer & Harper Re-alignment | \$ 1,500,000 | \$ - | \$ 1,500,000 | \$ - | 0.00% |
| N. 1st Place Reconstruction | \$ 4,175,000 | \$ - | \$ 4,175,000 | \$ 420,481 | 10.07% |
| Penney Ave Roadway Improvement | \$ 1,000,000 | \$ 178,189 | \$ 1,000,000 | \$ 477,495 | 47.75% |
| AWS System Expansion - RWS | \$ 20,949,400 | \$ 50 | \$ 20,949,400 | \$ 2,345,769 | 11.20% |
| Lead and Copper Program | \$ 400,000 | \$ - | \$ 400,000 | \$ - | 0.00% |
| Well #5 Water System Improvements | \$ 775,000 | \$ - | \$ 775,000 | \$ 432,568 | 55.82% |
| Well #6 Backup Generator | \$ 380,000 | \$ - | \$ 380,000 | \$ 70,434 | 18.54% |
| N. 1st Place Water Line Replacement | \$ 830,000 | \$ - | \$ 830,000 | \$ 516,624 | 62.24% |
| Well #6 Chlorination | \$ 500,000 | \$ - | \$ 500,000 | \$ - | 0.00% |
| Well #4 Control System | \$ 410,000 | \$ - | \$ 410,000 | \$ - | 0.00% |
| Gladys & Main Waterline Replacement | \$ 100,000 | \$ - | \$ 1,180,000 | \$ - | 0.00% |
| Well #5 Wetwell Upgrades | \$ 150,000 | \$ - | \$ 150,000 | \$ - | 0.00% |
| McDonald's & 395 Sewer Main Replacem | \$ 370,000 | \$ - | \$ 370,000 | \$ 22,000 | 5.95% |
| AWS Cooling Discharge | \$ 805,000 | \$ - | \$ 805,000 | \$ 248,042 | 30.81% |
| Total | \$ 32,344,400 | \$ 178,239 | \$ 33,424,400 | \$ 4,285,371 | 12.82% |

Well #5 Water System Improvements \$(775,000)

Well No. 5 has become the city's primary water source in recent years and provides water to the main pressure zone, which is the baseline for the entire water system. However, the current pumping capacity is less than the water right associated with it. The project will increase pumping capacity to allow the city to use its full water right of 5,000 gallons per minute.

Current Update: The contractor completed the installation of new water main from Well #5 through Theater Sports Park to the Theater/Geer Intersection. Work now enters a summertime stoppage through the irrigation season, with work on the actual pumps and motors in Well 5 to begin in September.

Well #6 Backup Generator (\$380,000)

Well No. 6 is the primary well and the only well available that could provide minimal water supply to lower pressure zones in the city during a power outage. The current pump was last repaired in 1994, and the backup pump lacks the capacity to service the pressure zone. The pump covers service area including Walmart Distribution Center, Eastern Oregon Higher Education Center, Pioneer Seed, and EOTEC. Preventative maintenance will avoid significant inconvenience and loss of water to area businesses.

Current Update: Project still delayed by supply-chain issues holding up actual delivery of the generator. **Anticipated delivery date now moved to August.**

North 1st Place Water Line Replacement (\$830,000)

This project will eliminate failing, deteriorating lines which will minimize future repair work. It will also eliminate steel pipes from the 1920's and will improve public safety by ensuring no lead pipes.

Current Update: **Work continued through July with minimal short-term service disruptions to customers. The majority of the project has been completed, accepted, and is functioning, with a final tie-in at 1st & Elm to occur in August.**

FY2023-24 Monthly Financial Report

Section 12, Item A.

City of Hermiston, Oregon Utilities/Streets Capital Projects Report For the Month Ending July 31, 2023

| | 2023-2024 Budget | YTD Expenditures | Project Budget | Project To-Date Expenditures | % Complete |
|--------------------------------------|----------------------|---------------------|----------------------|---------------------------------|---------------|
| Geer & Harper Re-alignment | \$ 1,500,000 | \$ - | \$ 1,500,000 | \$ - | 0.00% |
| N. 1st Place Reconstruction | \$ 4,175,000 | \$ - | \$ 4,175,000 | \$ 420,481 | 10.07% |
| Penney Ave Roadway Improvement | \$ 1,000,000 | \$ 178,189 | \$ 1,000,000 | \$ 477,495 | 47.75% |
| AWS System Expansion - RWS | \$ 20,949,400 | \$ 50 | \$ 20,949,400 | \$ 2,345,769 | 11.20% |
| Lead and Copper Program | \$ 400,000 | \$ - | \$ 400,000 | \$ - | 0.00% |
| Well #5 Water System Improvements | \$ 775,000 | \$ - | \$ 775,000 | \$ 432,568 | 55.82% |
| Well #6 Backup Generator | \$ 380,000 | \$ - | \$ 380,000 | \$ 70,434 | 18.54% |
| N. 1st Place Water Line Replacement | \$ 830,000 | \$ - | \$ 830,000 | \$ 516,624 | 62.24% |
| Well #6 Chlorination | \$ 500,000 | \$ - | \$ 500,000 | \$ - | 0.00% |
| Well #4 Control System | \$ 410,000 | \$ - | \$ 410,000 | \$ - | 0.00% |
| Gladys & Main Waterline Replacement | \$ 100,000 | \$ - | \$ 1,180,000 | \$ - | 0.00% |
| Well #5 Wetwell Upgrades | \$ 150,000 | \$ - | \$ 150,000 | \$ - | 0.00% |
| McDonald's & 395 Sewer Main Replacem | \$ 370,000 | \$ - | \$ 370,000 | \$ 22,000 | 5.95% |
| AWS Cooling Discharge | \$ 805,000 | \$ - | \$ 805,000 | \$ 248,042 | 30.81% |
| Total | \$ 32,344,400 | \$ 178,239 | \$ 33,424,400 | \$ 4,285,371 | 12.82% |

Well # 6 Chlorination (\$450,000)

The chlorine room at Well No. 6 is 5 feet by 8 feet and too small for its current use, and is constructed of fiberglass. It was originally constructed to occasionally store chlorination equipment. It is now in constant use and has been damaged during the exchange of chlorine cylinders. A larger building will allow more efficient operation of the well.

Current Update: Design has begun.

Well #4 Control System (\$390,000)

The 2,500-gallon per minute Well No. 4 pump was designed in the 1960s and is obsolete. The control system is unreliable and inefficient, and the piping system has been dismantled to use for parts in other systems. The station experiences large pressure fluctuations and configuring the pump control valve is challenging. The pump house also needs to be updated to ensure reliability during peak demands.

Current Updates: Design has begun.

Gladys & Main Waterline Replacement (\$1,180,000)

Sections of this water distribution system were installed in the 1920s with steel pipe – some of the oldest pipe in the city water system. This project will eliminate failing, deteriorating and undersized line, reduce repair work, and improve public safety.

Current Update: A project design kickoff meeting has been scheduled for August.

FY2023-24 Monthly Financial Report

Section 12, Item A.

City of Hermiston, Oregon Utilities/Streets Capital Projects Report For the Month Ending July 31, 2023

| | 2023-2024 Budget | YTD Expenditures | Project Budget | Project To-Date Expenditures | % Complete |
|---|----------------------|---------------------|----------------------|---------------------------------|---------------|
| Geer & Harper Re-alignment | \$ 1,500,000 | \$ - | \$ 1,500,000 | \$ - | 0.00% |
| N. 1st Place Reconstruction | \$ 4,175,000 | \$ - | \$ 4,175,000 | \$ 420,481 | 10.07% |
| Penney Ave Roadway Improvement | \$ 1,000,000 | \$ 178,189 | \$ 1,000,000 | \$ 477,495 | 47.75% |
| AWS System Expansion - RWS | \$ 20,949,400 | \$ 50 | \$ 20,949,400 | \$ 2,345,769 | 11.20% |
| Lead and Copper Program | \$ 400,000 | \$ - | \$ 400,000 | \$ - | 0.00% |
| Well #5 Water System Improvements | \$ 775,000 | \$ - | \$ 775,000 | \$ 432,568 | 55.82% |
| Well #6 Backup Generator | \$ 380,000 | \$ - | \$ 380,000 | \$ 70,434 | 18.54% |
| N. 1st Place Water Line Replacement | \$ 830,000 | \$ - | \$ 830,000 | \$ 516,624 | 62.24% |
| Well #6 Chlorination | \$ 500,000 | \$ - | \$ 500,000 | \$ - | 0.00% |
| Well #4 Control System | \$ 410,000 | \$ - | \$ 410,000 | \$ - | 0.00% |
| Gladys & Main Waterline Replacement | \$ 100,000 | \$ - | \$ 1,180,000 | \$ - | 0.00% |
| Well #5 Wetwell Upgrades | \$ 150,000 | \$ - | \$ 150,000 | \$ - | 0.00% |
| McDonald's & 395 Sewer Main Replacement | \$ 370,000 | \$ - | \$ 370,000 | \$ 22,000 | 5.95% |
| AWS Cooling Discharge | \$ 805,000 | \$ - | \$ 805,000 | \$ 248,042 | 30.81% |
| Total | \$ 32,344,400 | \$ 178,239 | \$ 33,424,400 | \$ 4,285,371 | 12.82% |

Well #5 Wetwell Upgrades (\$150,000)

Lift Station No. 5 is one of the city's newer lift stations. There is paint flaking on the pumps and hydrogen sulfide corrosion on interior surfaces from the raw sewage. Without upgrades, the mechanical equipment will need premature replacement.

Current Update: Design will begin soon.

McDonald's & 395 Sewer Main Replacement (\$375,000)

Segments of this piping have been found to have structural failures in multiple locations and failing joints. These line failures cause pipe blockage and requires monthly cleaning. In addition, pipe failures may be allowing sewage to exfiltrate the surrounding soil. A new sewer line would eliminate current monthly maintenance costs and provide watertight lines to protect existing groundwater resources from contamination.

Current Update: A portion of the section to be replaced failed during routine cleaning, which required an emergency replacement of the section. Legal staff continues to work on necessary easement approvals for the final project.

AWS Cooling Discharge (\$805,000)

Amazon Web Services is paying the City to design a discharge solution for their non-contact cooling water which is used to cool their facilities. This solution will require installation of a lift station and approximately 10,600 feet of a new discharge water Main in Feedville and South 1st to discharge in to the Hermiston Irrigation District's A-Line Canal. This work will also require development of a separate NPDES Permit for the new discharge.

Current Update: Anderson Perry continues the design effort and coordinating early permitting issues with Umatilla County and DEQ.

FY2023-24 Monthly Financial Report
City of Hermiston, Oregon
Other City Capital Projects Report
For the Month Ending July 31, 2023

| | 2023-2024 Budget | YTD Expenditures | Project Budget | Project To-Date Expenditures | % Complete |
|---------------------|---------------------|---------------------|-------------------|---------------------------------|---------------|
| Teen Adventure Park | \$ 591,049 | \$ - | \$ 591,049 | \$ 26,280 | 4.45% |

Teen Adventure Park (\$591,049)

The Teen Adventure Park Phase I will incorporate a 7500 sq/ft skatepark designed for use by teens and the community as a whole. Included in the design is the refurbishment of a restroom facility, bench seating, landscaping, irrigation and ADA accessible parking and pathways. The Teen Adventure Park is funded 50% by the Land and Water Conservation Fund grant through the Oregon Parks and Recreation Department. Location is near Hermiston High School across from the Public Safety Building.

Current Update: Onsite construction began on July 31st. CA Skateparks is currently laying groundwork and minor excavations in preparation of concrete work. To date, all expenses paid have been on design, engineering and construction documents.

**Amendment #9 to
CITY MANAGER EMPLOYMENT AGREEMENT AMENDMENT**

This amendment is agreed to this 28th day of August, 2023 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, and August 22, 2022.

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

Whereas, both the City of Hermiston and Byron D. Smith desire to extend and 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:

3. TERM AND RENEWAL:

C. City Manager agrees to remain in the exclusive employ of City from August 24, 2023 through August 24, 2025, and neither to accept other employment or to become employed by any other employer until after said Agreement termination date.

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 28th day of August, 2023.

CITY OF HERMISTON:

CITY MANAGER:

Dr. Dave Drotzmann
Mayor

Byron D. Smith
City Manager