



CITY COUNCIL

AGENDA

MONDAY, APRIL 22, 2024

Where Life is Sweet

COUNCIL CHAMBERS - 180 NE 2ND ST.

*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.gov*

1. CALL COUNCIL/CITY MANAGER WORK SESSION MEETING TO ORDER - 6:00 PM

- A. Broadband Effort Updates
- B. Safety Plan Introduction

2. ADJOURN WORK SESSION MEETING

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

4. DECLARATION OF QUORUM

5. FLAG SALUTE

6. PROCLAMATIONS

- A. Proclamation- Vietnamese-American Remembrance Day
- B. Proclamation- National Day of Prayer
- C. Proclamation- Fred Ziari Day
- D. Proclamation- Drinking Water Week

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.** Recommendation Appointment of Brian Misner to Position #7 of the Planning Commission for a 3-year term ending March 31, 2027.
- C.** Confirmation Reappointment of Margaret Saylor to Position #8 of the Planning Commission for a 3-year term ending March 31, 2027.
- D.** Confirmation Reappointment of Derek Caplinger to Position #9 of the Planning Commission for a 3-year term ending March 31, 2027.
- E. Final Plat- View Wood Estates Phase II 4N2814AD Tax Lot 902 - 920 E View Drive
- F. Amended and Restated Lift Station & Utility Easement
- G. Reschedule the 2nd City Council Meeting in May
- H. Minutes of the April 8th City Council Regular Meeting

9. ITEMS REMOVED FROM CONSENT AGENDA

10. RESOLUTIONS

- A. Resolution No. 2319 – First Amendment to IGA for IT Services with Morrow County
- B. Resolution No. 2320 – Approval of Guaranteed Maximum Price (GMP) Amendments on Civic projects

11. OTHER

- A. March 2024 Financial Report

12. 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 Enhancement, Community Accountability, Public Safety, Public Infrastructure, Transit Planning, EOTEC, Business License Advisory Ad-Hoc Committee, Stepping Stones Alliance (not a City Committee).

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

13. 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.



Vietnamese-American Remembrance Day PROCLAMATION

WHEREAS, Vietnamese refugees have proudly resided in the United States since the conclusion of the Vietnam War on April 30, 1975, and

WHEREAS, Vietnamese-Americans have put forth their full energy building communities where they live into a multitude of prominent areas rich in industry, economy, culture, education, and military service, and

WHEREAS, Vietnamese-Americans acknowledge the United States, the State of Oregon, and the City of Hermiston as being their second heart, mind, and family homeland, and

WHEREAS, Every year Vietnamese-Americans observe Remembrance Day on April 30th to solemnly honor the 58,000 American soldiers, including the 710 soldiers from the State of Oregon, and more than 300,000 South Vietnamese soldiers who sacrificed their lives in the line of duty for freedom and democracy in South Vietnam from 1955 to 1975.

NOW, THEREFORE, I, Dr. Dave Drotzmann, Mayor of Hermiston, Oregon do hereby recognize April 30th as

Vietnamese-American Remembrance Day

and encourage all to join in the reverent recognition of this cultural heritage celebration.

SIGNED this 22nd day of April, 2024

Dr. David Drotzmann, Mayor



PROCLAMATION NATIONAL DAY OF PRAYER

WHEREAS, Throughout history, America has faced trials and triumphs where they have responded in prayer seeking courage, comfort, inspiration, and joy-filled celebration. Faith compels us to seek and cling to the Light in times of darkness and spread light to those in need.

WHEREAS, From the first gatherings of our Founding Fathers, elected officials have prayed and encouraged those they serve and represent to join them in prayer, including the authors of our Declaration of Independence, as they wrote that they, “the Representatives of the united States of America, in General Congress, Assembled, appealing to the Supreme Judge of the world...” and carried on to present day in Presidential Proclamations such as last year’s invitation to “join him in asking for God’s continued guidance, mercy, and protection.”, and

WHEREAS, A National Day of Prayer has not only been a part of our heritage since it was declared by the First Continental Congress in 1775, but it is a Public Law established in the United States Congress in 1952 approved by a Joint Resolution and amended by Congress and President Reagan with Public Law 100-307 in 1988, affirming that it is essential for us as a nation to pray and directs the President of the United States to set aside and proclaim the first Thursday of May annually as The National Day of Prayer; and

WHEREAS, In every state across America the observance of the National Day of Prayer will be held on Thursday, May 2, 2024, with the theme, “Lift Up the Word, Light Up the World,” based on the verses found in 2 Samuel 22:29-31, “For you are my lamp, O Lord, and my God lightens my darkness ... This God—his way is perfect; the word of the Lord proves true; he is a shield for all those who take refuge in him.” and

WHEREAS, Unified prayer among neighbors coming together to express our faith and exercise our freedom in prayer by joining our hearts and voices in reading Scriptures and attending services to humbly seek God in praise, repentance, and love for our neighbor and nation, holding fast to the promises throughout the Holy Scriptures that the Lord hears and avails much as He answers the faith-filled prayers of His people in the city and country where we live, learn, work, worship, serve, and desire all to thrive in;

NOW, THEREFORE, I, Dr. Dave Drotzmann, Mayor of Hermiston, Oregon do hereby proclaim May 2nd, 2024 as a National Day of Prayer.

SIGNED this 22nd day of April, 2024

Dr. David Drotzmann, Mayor



FRED ZIARI DAY PROCLAMATION

WHEREAS, IRZ Consulting has become a global leader in irrigation engineering, water management and energy conservation; and

WHEREAS, Fred and IRZ have developed algorithms and irrigation designs that have saved regional growers millions of dollars and billions of gallons of water per year; and

WHEREAS, IRZ documents water conservation of over 10 billion gallons and 35 megawatt hours of energy each year; and

WHEREAS, IRZ projects now reach into over 30 different countries; and

WHEREAS, Fred founded the non-profit, Farmers Ending Hunger, which has distributed more than 35 million pounds of food products through Oregon and Washington food banks; and

WHEREAS, Fred was inducted into the Oregon State University’s Agricultural Hall of Fame in 2002 for his tremendous impact on the agricultural industry; and

WHEREAS, all these irrigation innovations have contributed to the strength and stability of the Greater Hermiston economy; and

WHEREAS, IRZ Consulting was founded in Hermiston by Fred Ziari with his great vision and creativity 40 years ago this month.

NOW, THEREFORE, I, Dr. Dave Drotzmann, Mayor of Hermiston, Oregon do hereby proclaim May 7th, 2024 as “Fred Ziari Day” in the City of Hermiston as a recognition of Fred Ziari and IRZ Consulting’s tremendous positive impact on Hermiston and the surrounding region.

SIGNED this 22nd day of April, 2024

Dr. David Drotzmann, Mayor



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of April 22, 2024

Title/Subject

Recognizing the dedicated staff in the Water Department for their role in supporting the public health, economy, and environment.

Summary and Background

The City of Hermiston’s Water Department staff performs a critical function in protecting public health and the environment while providing a bedrock service which supports all aspects of our growing local and regional economy. For such an important service, we are proud of the fact that because of the hard work of our staff, most people never have to think twice about this system.

Our staff maintains two major systems which collectively produce approximately 2 Billion gallons of water per year. The systems utilize extensive pumping infrastructure to pull water from four main groundwater wells and a Columbia River intake station. The river water is additionally treated through a complex water treatment facility to bring it to the highest drinking water standards while well water is meticulously monitored to meet our stringent water quality standards.

Non-Potable water from the Regional Water System is a critical function to several significant industries in the region which use it to provide over 1,000 megawatts of electricity generation capacity, irrigate several thousand acres of high value farmland, and provide the backbone computing capacity that the modern internet relies on. Collectively, the users of water supplied by our staff through the Regional Water System represent over \$2 billion of assessed property value, or roughly one-third of all taxable value in Umatilla County.

Potable drinking water from the Regional Water System and City Wells provides an essential need for more than 20,000 residents and businesses in our community. This clean and healthy water supply is used 24 hours a day, 365 days a year in our homes, schools, businesses, medical facilities, and emergency responders. It’s delivered immediately on-demand, without a second thought by users through a complex system of more than 90 miles of piping with thousands of valves to ensure it gets where it needs to go.

This operation is only accomplished through the hard work of our staff whether it's 118 degrees, or minus 18 degrees. Therefore, in anticipation of the American Water Works Association's Drinking Water Week, we want to recognize and thank:

- Chad Atkins, Utility Worker
- Sean Basford, Utility Worker
- Roy Bicknell, Water Superintendent
- Fernando Cervantes, Utility Worker
- Scott Dammeyer, Utility Worker
- David Estrada, Utility Worker
- Jorge Gonzalez, Utility Worker
- Jason Lohman, Utility Worker
- Alex McCann, Chief Operator

Tie-In to Council Goals

Focus Area- Wellness: a Healthy Community

Fiscal Information

N/a

Alternatives and Recommendation

Alternatives

Recommended Action/Motion

Submitted By:

Mark Morgan, Assistant City Manager



Where Life is Sweet

DRINKING WATER WEEK PROCLAMATION



WHEREAS, water is our most valuable natural resource; and

WHEREAS, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life that our citizens enjoy; and

WHEREAS, tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and

WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend; and

WHEREAS, the citizens of our city are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it;

NOW, THEREFORE, I, Dr. Dave Drotzmann, Mayor of Hermiston, Oregon do hereby proclaim May 5-11, 2024, as Drinking Water Week.

SIGNED this 22nd day of April, 2024

Dr. David Drotzmann, Mayor



PUBLIC ANNOUNCEMENT

The City is accepting applications for the following Committees:

1) Eastern Oregon Trade and Event Center (EOTEC) Advisory Committee

- Position 1, Representing the Umatilla County Fair Board: 3-year term ending June 30, 2027 (Advertised as of 04/09/2024)
- Position 2, Representing the Farm-City Pro Rodeo: 3-year term ending June 30, 2027 (Advertised as of 04/09/2024)

2) Hispanic Advisory Committee

- Position 3: 3-year term ending June 30, 2027 (Advertised as of 04/09/2024)

3) Library Board

- Positions 1 & 2: 4-year term ending June 30, 2028 (Advertised as of 04/09/2024)

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 lalarcon-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

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of April 22,2024

Title/Subject

Final Plat- View Wood Estates Phase II 4N2814AD Tax Lot 902 - 920 E View Drive

Summary and Background

Matt Kenny of Kenny Land Surveying has submitted a final plat for Phase 2 of View Wood Estates subdivision. The property is described as 4N2814AD Tax Lot 902 and is zoned Multi-Structure Residential (R-4). This final phase creates 24 lots ranging in size from 5, 966 to 12, 066 square feet in size.

The planning commission’s approval of the preliminary plat in November of 2021 was subject to twelve conditions of approval. The criteria that are applicable to the decision to accept the final plat are contained in 154.36 of the Hermiston Code of Ordinances which governs the information presented on the final plat.

The preliminary plat conditions and the final plat requirements are attached to this report as Exhibit A. The map showing the property boundary and adjacent streets is attached as Exhibit B. The final plat as prepared by the surveyor is attached as Exhibit C.

Tie-In to Council Goals

Approval of final plats is a matter of administration of city ordinances.

Fiscal Information

The twenty-four (R-4) lots will result in twenty-four new housing units with an average price of \$375,000. Each housing unit will produce an average of \$2,576 in municipal tax revenue. The net result is approximately \$61,824 in tax revenue to the city at full build-out.

Alternatives and Recommendation

Alternatives

The city council may choose to approve or deny the final plat.

Recommended Action/Motion

Staff recommends the city council approve the final plat.

Motion to approve the final plat.

Submitted By:

C.F. Spencer, Planning Director

EXHIBIT A
Conditions of Approval
View Wood Estates Phase 2
April 22, 2024

Conditions of Preliminary Plat Approval November 10, 2021.

1. Applicant shall work with and receive certification from the Hermiston Irrigation District prior to final plat approval. Applicant should be aware that the City of Hermiston will not sign the final plat until the irrigation district has been satisfied and signs the final plat.

Finding: This condition shall remain in effect. The site abuts the A-Line Canal and HID requirements for plat signature shall be satisfied.

2. Applicant shall improve the E View Drive and SE 9th Street frontage of the property with curb, gutter, sidewalk, drainage improvements and half street paving.

Finding: This condition has been satisfied.

3. Applicant must sign an improvement agreement and shall install grading, storm drainage, curb and gutter, sidewalks, street paving, and all service utilities for this development. All improvements shall comply with the city standards and specifications and shall receive final approval from the city engineer.

Finding: This condition has been satisfied.

4. Streetlights shall be installed at the applicant's cost. Once installed, the City will assume the monthly service charges.

Finding: This condition has been satisfied.

5. 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 construction.

Finding: This condition shall remain in effect during housing construction.

6. All streets shall be designated in accordance with 92.22 of the Hermiston Code of Ordinances as detailed in the findings of fact for Chapter 94. Specifically, "A Street" shall be designated as a SE Drive and "B Street" shall be designated as SE 9th Place.

Finding: This condition has been satisfied for SE Kimber Drive and SE 9th St.

7. Easements of at least 10 feet in width shall be provided along all street frontages.

Finding: This condition has been satisfied.

8. Lots 11, 12, 30 and 31 shall not establish driveways onto E View Drive.

Finding: This condition has been satisfied by a notation on the final plat.

9. Lot 3 shall not establish a driveway onto "A Street" within 50 feet of the stop sign at the A Street/SE 9th Street intersection.

Finding: This condition has been satisfied by a notation on the final plat.

10. "B Street" shall be reconfigured on the final plat to provide a cul-de-sac tear drop of 50 feet in radius and Lots 33, 34, and 35 shall be reconfigured to provide access to the cul-de-sac compliant with 154.19 of the Hermiston Code of Ordinances.

Finding: This condition has been satisfied.

11. Based upon testimony from the Confederated Tribes of the Umatilla Indian Reservation (CTUIR), the developer shall comply with all provisions of ORS 358.900 through 358.961 during all phases of development. In the event an artifact or other item of archaeological significance is discovered, the applicant shall immediately coordinate with CTUIR.

Finding: This condition remains in effect.

12. Applicant shall incorporate Covenants, Conditions, and Restrictions (CC&Rs) as provided to the planning commission on November 10, 2021.

Finding: This condition shall remain in effect.

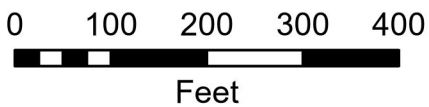
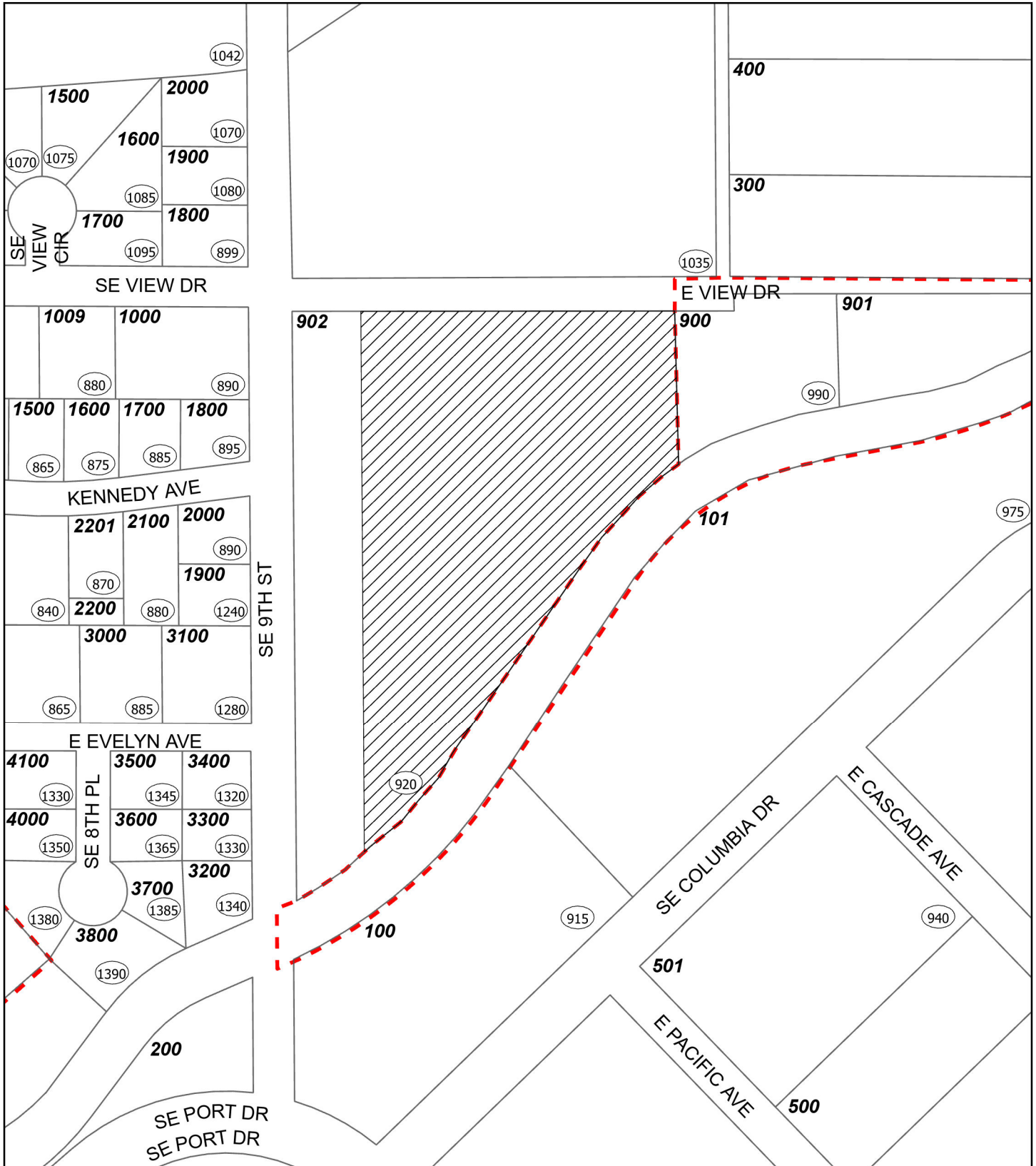
§154.46 Final Plat Requirements

Per §154.46 of the Hermiston Code of Ordinances, the final plat shall show:

- (A) The boundary lines of the area being subdivided, with accurate distances and bearings;
- (B) The lines of all proposed streets and alleys with their width and names;
- (C) The accurate outline of any portions of the property intended to be dedicated or granted for public use;
- (D) The line of departure of one street from another;
- (E) The lines of all adjoining property and the lines of adjoining streets and alleys with their widths and names;
- (F) All lot lines together with an identification system for all lots and blocks;
- (G) The location of all building lines and easements provided for public use, services or utilities;

- (H) All dimensions, both linear and angular, necessary for locating the boundaries of the subdivision, lots, streets, alleys, easements, and other areas for public or private use. Linear dimensions are to be given to the nearest 1/10 of a foot;
- (I) All necessary curve data;
- (J) The location of all survey monuments and benchmarks together with their descriptions;
- (K) The name of the subdivision, the scale of the plat, points of the compass, and the name of owners or subdivider;
- (L) The certificate of the surveyor attesting to the accuracy of the survey and the correct location of all monuments shown;
- (M) Private restrictions and trusteeships and their periods of existence. Should these restrictions or trusteeships be of such length as to make their lettering on the plat impracticable and thus necessitate the preparation of a separate instrument, reference to such instrument shall be made on the plat;
- (N) Acknowledgment of the owner or owners to the plat and restrictions, including dedication to public use of all streets, alleys, parks or other open spaces shown thereon, and the granting of easements required; and
- (O) Certificates of approval for endorsement by the City Council and certificate indicating its submission to the Planning Commission, together with approval for endorsement by other local, county and/or state authority as required by Oregon statutes.

Finding: All items required for the final plat are shown on the final plat.



- Legend**
- View Wood Phase 2
 - Property Line
 - City Limits
 - Urban Growth Boundary



VIEW WOOD ESTATES PHASE II

A SUBDIVISION OF LOT 12, VIEW WOOD ESTATES PHASE I
 LOCATED IN THE SE1/4 OF THE NE1/4, SECTION 14
 TOWNSHIP 4 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN
 CITY OF HERMISTON, UMATILLA COUNTY, OR

SURVEY NARRATIVE

THIS SUBDIVISION HAS BEEN PREPARED AT THE REQUEST OF RICHARD WOOD OF SUBDIVISIONS NORTHWEST, LLC. THE PURPOSE IS TO SUBDIVIDE LOT 12 OF VIEW WOOD ESTATES PHASE 1 INTO LOTS AS SHOWN.

MONUMENTATION PER THE PLAT OF VIEW WOOD ESTATES PHASE I AND PARTITION PLAT 2021-02 WAS FOUND AND HELD AS SHOWN TO CONTROL THE BOUNDARY OF LOT 12 OF VIEW WOOD ESTATES PHASE I. THE LOTS, EASEMENTS, AND RIGHTS-OF-WAY BEING PLATTED HEREON HAVE BEEN CREATED AT THE DIRECTION OF MY CLIENT.

THIS SURVEY WAS PERFORMED USING TWO TOPCON HIPER HR GNSS UNITS OPERATED USING RTK METHODS, AND A TOPCON GT-603 TOTAL STATION. THE BASIS OF BEARING IS THE CENTERLINE OF SE 9TH STREET AS ESTABLISHED BY MEASURE BETWEEN FOUND MONUMENTS AS SHOWN.

LEGEND

- ⊙ SET 5/8" X 30" STEEL REBAR WITH 1-1/2" ALUMINUM CAP MARKED "KENNY LS 89374" IN MONUMENT BOX.
- SET 5/8" X 24" STEEL REBAR WITH 1-1/4" PINK PLASTIC CAP, MARKED "KENNY LS 89374".
- ⊕ HELD 5/8" REBAR WITH 1-1/2" ALUMINUM CAP IN MONUMENT BOX PER VIEW WOOD ESTATES PHASE I.
- HELD 5/8" REBAR WITH PINK PLASTIC CAP PER VIEW WOOD ESTATES PHASE I.
- △ HELD 5/8" REBAR WITH YELLOW PLASTIC CAP PER PARTITION PLAT NO. 2021-02.
- ⊗ COMPUTED POSITION. NOTHING FOUND OR SET.
- ()1 RECORD DATA PER THE PLAT OF VIEW WOOD ESTATES PHASE I.
- * INDICATES REPORTED DIMENSION IS IDENTICAL TO THAT REPORTED ON VIEW WOOD ESTATES PHASE I.
- 10-FOOT PUBLIC UTILITY EASEMENT DEDICATED HEREON.
- PUE PUBLIC UTILITY EASEMENT
- S.F. SQUARE FEET
- AC. ACRES

RECORDS OF REFERENCE

R1: VIEW WOOD ESTATES PHASE I, BOOK 18, PAGE 21 OF PLATS.

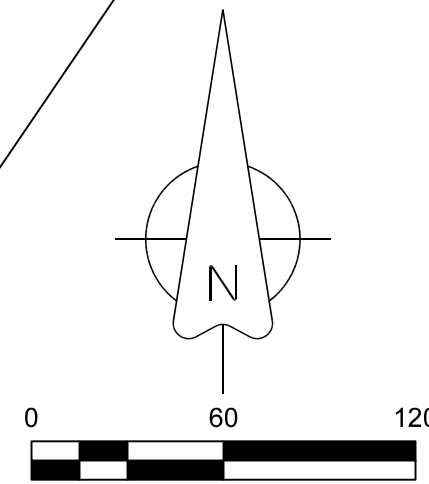
NOTES

1) LOTS 12, 30, & 31 SHALL NOT ESTABLISH A DRIVEWAY ONTO E VIEW DRIVE.

RECORDING INFORMATION

LINE	BEARING	DISTANCE
*L1	S 43°14'25" E	46.63'
*L2	S 00°01'08" E	60.00'
*L3	S 25°52'37" E	35.48'
*L4	S 25°52'37" E	25.00'
*L5	S 25°52'37" E	25.00'
*L6	S 89°58'52" W	26.30'
L7	S 89°55'00" W	81.16'
L8	N 89°58'52" E	5.00'
L9	N 89°58'52" E	10.00'
L10	S 89°13'22" E	49.66'
L11	N 89°13'22" W	50.35'
L12	S 89°13'22" E	49.65'
L13	N 89°13'22" W	25.00'
L14	S 44°58'13" W	35.55'
L15	N 00°01'47" W	19.14'
L16	S 00°01'47" E	4.25'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
*C1	470.72'	151.94'	151.28'	N 43°27'05" E	18°29'39"
C2	644.36'	42.52'	42.51'	S 36°02'26" W	3°46'49"
C3	644.36'	99.29'	99.19'	N 42°20'43" E	8°49'44"
*C4	644.36'	141.81'	141.52'	S 40°27'18" W	12°36'33"
*C5	50.00'	26.29'	25.99'	S 49°16'31" W	30°07'23"
C6	50.00'	21.43'	21.26'	S 21°56'11" W	24°33'16"
C7	50.00'	8.45'	8.44'	N 04°49'13" E	9°40'41"
C8	25.00'	38.92'	35.11'	S 44°37'16" E	89°12'12"
C9	25.00'	39.62'	35.60'	S 45°22'45" W	90°47'46"
C10	25.00'	38.92'	35.11'	S 44°37'36" E	89°11'29"
C11	14.00'	12.82'	12.38'	N 26°12'12" E	52°27'59"
C12	50.00'	55.84'	52.98'	N 20°26'37" E	63°59'09"
C13	50.00'	64.63'	60.22'	N 48°34'45" W	74°03'35"
C14	50.00'	30.05'	29.60'	S 77°10'28" W	34°26'00"
C15	100.00'	4.71'	4.71'	N 01°19'48" E	2°41'53"
C16	100.00'	39.22'	38.96'	N 13°54'49" E	22°28'08"
C17	100.00'	15.82'	15.81'	N 29°40'51" E	9°03'57"
C18	99.98'	13.88'	13.87'	S 38°11'25" W	7°57'11"
C19	99.99'	38.51'	38.27'	N 53°11'54" E	22°03'56"
C20	75.00'	33.58'	33.30'	N 77°05'28" E	25°39'04"
C21	75.00'	39.34'	38.89'	S 49°14'23" W	30°03'06"
C22	75.00'	44.81'	44.15'	S 17°05'51" W	34°13'58"



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

FOR REVIEW

OREGON
 JAN 12, 2016
 MATTHEW PATRICK KENNY
 89374PLS
 RENEWS: 6-30-25



P.O. BOX 447, HEPPNER, OR 97836
 541-379-0242
 www.kennylandsurveying.com

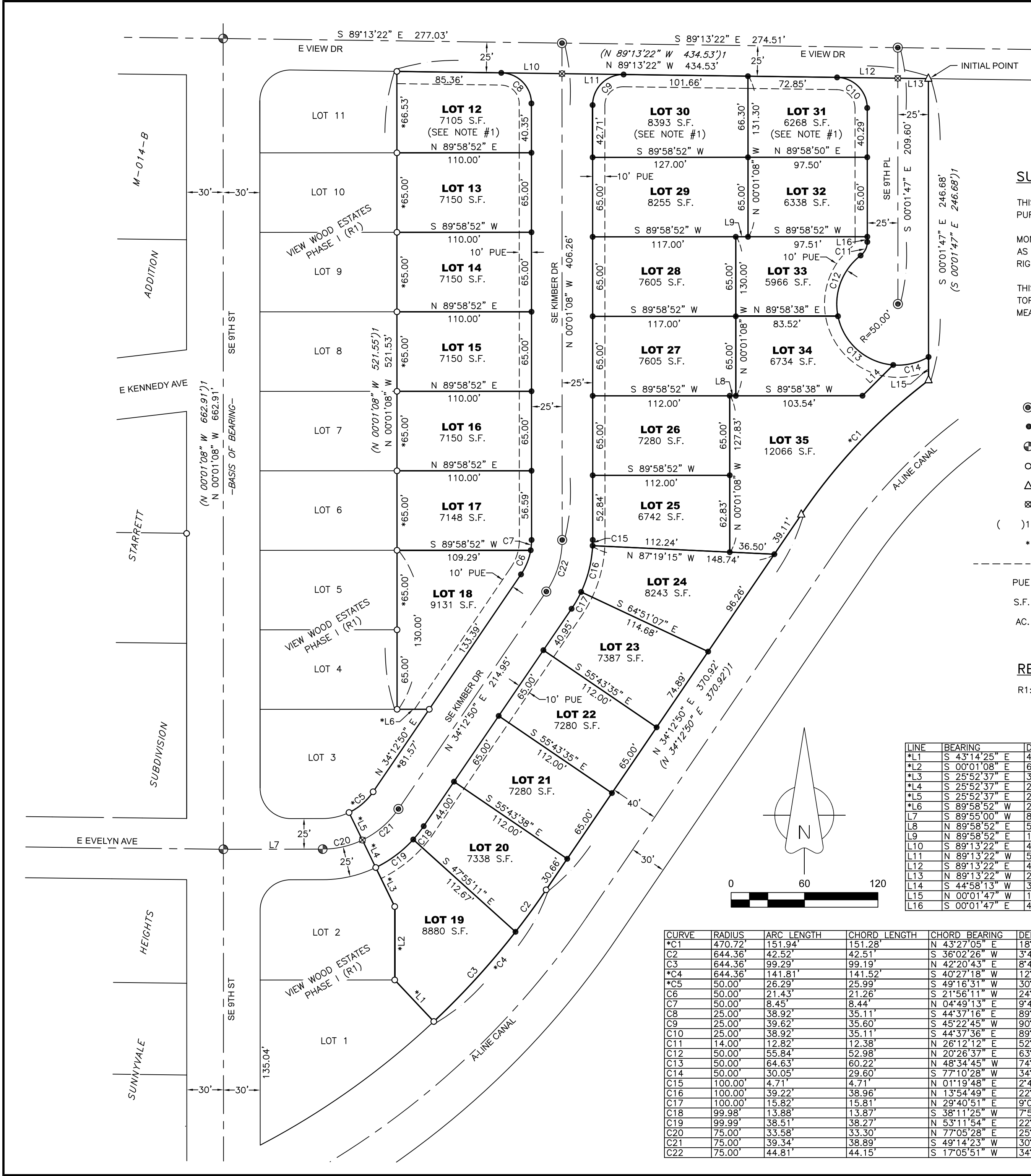
SUBDIVISION OF LOT 12, VIEW WOOD ESTATES PHASE I
 CITY OF HERMISTON, UMATILLA COUNTY, OR

CLIENT: SUBDIVISIONS NORTHWEST LLC

PROJECT: 21-28

DATE: MARCH 27, 2024

SHEET 1 OF 2



VIEW WOOD ESTATES PHASE II

A SUBDIVISION OF LOT 12, VIEW WOOD ESTATES PHASE I
LOCATED IN THE SE1/4 OF THE NE1/4, SECTION 14
TOWNSHIP 4 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN
CITY OF HERMISTON, UMATILLA COUNTY, OR

SURVEYOR'S CERTIFICATE

I, MATTHEW PATRICK KENNY, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON, DO HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH LEGAL MONUMENTS, THE LAND AS SHOWN HEREON IN ACCORDANCE WITH ORS CHAPTER 92, AS REVISED, AND THE LAND USE CODE OF HERMISTON, OR. I FURTHER CERTIFY THAT THE INITIAL POINT HAS BEEN IDENTIFIED AS THE FOUND 5/8" REBAR MARKING THE NORTHEAST CORNER OF THIS PLAT. I FURTHER CERTIFY THAT I HAVE PROVIDED THE TRACT LEGAL DESCRIPTION IN ACCORDANCE WITH ORS 92.070(1), AS SHOWN BELOW.

MATTHEW PATRICK KENNY, PLS DATE
CERTIFICATE NO. 89374

LEGAL DESCRIPTION

LOT 12, VIEW WOOD ESTATES PHASE I, RECORDED OCTOBER 24, 2023 UNDER BOOK 18, PAGE 21 OF PLATS, INSTRUMENT NUMBER 2023-0007397, OFFICE OF UMATILLA COUNTY RECORDS, LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

SUBJECT TO EASEMENTS AS SHOWN ON PARTITION PLAT NO. 2021-02 AND VIEW WOOD ESTATES PHASE I.

OWNER'S DECLARATION

WE, SUBDIVISIONS NORTHWEST, LLC, OWNERS OF THE LAND BEING DIVIDED BY THIS SUBDIVISION, DO HEREBY ACKNOWLEDGE THAT WE HAVE CAUSED THIS PLAT TO BE PREPARED AND THE PROPERTY SUBDIVIDED AS SHOWN HEREON, IN ACCORDANCE WITH THE PROVISIONS OF ORS CHAPTER 92, AS REVISED, AND THE LAND USE CODE OF THE CITY OF HERMISTON, OR. WE HEREBY DEDICATE TO THE PUBLIC, A 50-FOOT WIDE RIGHT OF WAY FOR SE KIMBER DRIVE AS MAPPED HEREON. WE FURTHER DEDICATE TO THE PUBLIC, THE VARYING WIDTH RIGHT OF WAY FOR SE 9TH PL AS MAPPED HEREON. WE FURTHER DEDICATE THE PUBLIC THE 10-FOOT WIDE PUBLIC UTILITY EASEMENTS AS MAPPED HEREON.

RICHARD WOOD, MANAGER DATE

APPROVALS

UMATILLA COUNTY SURVEYOR

I CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT, ON THIS

____ DAY OF _____, 2024.

UMATILLA COUNTY SURVEYOR

CITY OF HERMISTON PLANNING COMMISSION

I CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT, ON THIS

____ DAY OF _____, 2024.

CHAIRMAN-HERMISTON PLANNING COMMISSION

UMATILLA COUNTY ASSESSOR/TAX COLLECTOR

I CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT. TAXES ARE PAID IN FULL, ON THIS

____ DAY OF _____, 2024.

UMATILLA COUNTY ASSESSOR

UMATILLA COUNTY TAX COLLECTOR

HERMISTON CITY COUNCIL

I CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT, AND ACCEPT THE PUBLIC DEDICATIONS BEING MADE HEREON, ON THIS

____ DAY OF _____, 2024.

MAYOR, CITY OF HERMISTON

HERMISTON IRRIGATION DISTRICT

I CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT, ON THIS

____ DAY OF _____, 2024.

MANAGER-HERMISTON IRRIGATION DISTRICT

UMATILLA COUNTY COMMISSIONERS

APPROVED ON THIS

____ DAY OF _____, 2024.

CHAIR

COMMISSIONER

COMMISSIONER

STATE OF _____

COUNTY OF _____

ON THE _____ DAY OF _____, 2024, THE ABOVE NAMED INDIVIDUAL APPEARED PERSONALLY BEFORE ME AND IS KNOWN TO ME TO BE THE IDENTICAL INDIVIDUALS WHO EXECUTED THE OWNER'S DECLARATION AND ACKNOWLEDGED THAT THEY DID SO FREELY AND VOLUNTARILY.

NOTARY PUBLIC FOR THE STATE OF

PRINTED NAME: _____

COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

RECORDING INFORMATION

REGISTERED
PROFESSIONAL
LAND SURVEYOR

FOR REVIEW

OREGON
JAN 12, 2016
MATTHEW PATRICK KENNY
89374PLS

RENEWS: 6-30-25



P.O. BOX 447, HEPPNER, OR 97836
541-379-0242
www.kennylandsurveying.com

SUBDIVISION OF LOT 12, VIEW WOOD ESTATES PHASE I
CITY OF HERMISTON, UMATILLA COUNTY, OR

CLIENT:

SUBDIVISIONS NORTHWEST LLC

PROJECT: 21-28

DATE: MARCH 27, 2024

SHEET 2 OF 2



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of April 22, 2024

Title/Subject

Amended and Restated Lift Station & Utility Easement

Summary and Background

On November 13, 2023, the council authorized the execution of an easement agreement for approximately 0.13 acres (75' x 75') for a wastewater lift station, and approximately 0.09 acres for access to the lift station. This area is located north of Feedville Road on tax lots 4N2823(200) and 4N2824(600). This lift station will facilitate the removal of non-contact cooling water from an industrial development located on the site. Due to another easement being placed on the owner's property, this easement now needs to be moved deeper into the subject property. The easement for the wastewater lift station will retain the same size, approximately .13 acres, and increase the access easement to approximately .20 acres.

Tie-In to Council Goals

Attract Industry & Jobs

Fiscal Information

Compensation for the easement agreement is \$10.

Alternatives and Recommendation

Alternatives

Recommended Action/Motion

Authorize the City Manager to execute and sign the Amended and Restated Lift Station & Utility Easement Agreement.

Submitted By:

Richard Tovey

RECORDING REQUESTED BY;
 AND AFTER RECORDING
 SHOULD BE RETURNED TO:
 Ryan C. Westhoff, Esq.
 Dentons US LLP
 4520 Main St #1100
 Kansas City, MO 64111

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AMENDED AND RESTATED LIFT STATION AND UTILITY EASEMENT

This Amended and Restated Lift Station and Utility Easement (“**Easement**”) is made this ____ day of _____, 2024, by Amazon Data Services Inc., a Delaware corporation, whose mailing address is 410 Terry Avenue North, Seattle, WA 98109-5210 (“**Grantor**”), in favor of the City of Hermiston, an Oregon municipal corporation, whose mailing address is 180 NE 2nd St., Hermiston, OR 97838 (“**Grantee**”).

WITNESSETH:

- A. WHEREAS, a certain Lift Station and Utility Easement dated November 29, 2023, was recorded on December 7, 2023, as Document No. 2023-0008410 with the Umatilla County, Oregon Office of County Records (the “**Original Easement Agreement**”) encumbering the property more particularly described and depicted on Exhibit A-1, Exhibit A-2, and Exhibit B attached thereto.
- B. WHEREAS, Grantor and Grantee desire to relocate the easements and to amend and restate the Original Easement Agreement and all easements, agreements, rights, obligations, terms and conditions thereunder.

NOW, THEREFORE, for the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged, Grantor and Grantee hereby amend and restate the Original Easement Agreement in its entirety (all provisions of the Original Easement Agreement being superseded hereby), and further agree as follows:

Grantor hereby grants, bargains and conveys to the Grantee, its successors and assigns, (i) a permanent non-exclusive easement in, over, across, on, under and through the real property located in Umatilla County, Oregon, described on Exhibit “A-1” attached hereto and incorporated herein by reference (the “**Lift Station Easement Area**”) for the sole purposes of constructing, operating and maintaining a wastewater lift station and ancillary improvements (collectively, the “**Facilities**”) and ingress, egress and access to carry out the purposes of this Easement, and (ii) a permanent non-exclusive easement in, over, across, on, under and through the real property located in Umatilla County, Oregon, described on Exhibit “A-2” attached hereto and incorporated herein by reference (the “**Utility and Access Easement Area**”) for the

sole purposes of: (a) access to, and from, the Lift Station Easement Area, which runs from the boundary of the Lift Station Easement Area through the Utility and Access Easement Area to connect to the north right-of-way of Feedville Road, and (b) install, maintain, repair and replace utility lines, water and sewer pipes and ancillary improvements sufficient to connect the Facilities to the existing sanitary sewer facilities located within the right-of-way of Feedville Road. The Lift Station Easement Area and the Utility and Access Easement Area (collectively, the “**Easement Area**”) are each shown on the depiction attached hereto as Exhibit “B” and incorporated herein by reference. For the purpose of clarification, the definition of “Facilities” shall include all utility lines, pipes and ancillary improvements described in above subsection (b).

Grantee covenants and agrees to the following:

1. The Facilities shall be constructed, operated and maintained by Grantee at Grantee’s sole cost and expense and in compliance with all applicable federal, state, county, university and local laws, ordinances, policies, rules and regulations.
2. The Facilities shall be and remain the property of Grantee, and Grantee shall have the sole responsibility to repair and maintain the Facilities in good and safe condition. Grantee further acknowledges and agrees that Grantor has no obligation or responsibility, under this Easement or otherwise, to protect the health, safety or property of Grantee or others exercising the rights granted herein, provided that Grantor covenants not at anytime to unreasonably interfere with or intentionally damage said Facilities.
3. Grantee shall exercise the rights granted herein, so far as is practicable, in a manner so as to minimize any disruption or disturbance to Grantor’s Property (as defined herein) and the operations and activities of Grantor and its tenants, contractors, employees or licensees or occupants thereon and without doing any unreasonable damage.
4. Grantee agrees to promptly repair, replace and restore, at Grantee’s sole cost and expense, all damages to Grantor’s property within and outside of the Easement Area and to any buildings or other improvements located thereon (collectively, “**Grantor’s Property**”) caused by the construction, operation and maintenance of said Facilities and the exercise of the easement rights granted herein, including, but not limited to, the replacement of any damaged asphalt and/or concrete, the maintenance of Grantor’s Property in an orderly fashion at all times during the construction, operation and maintenance of the Facilities and the exercise of the easements rights granted herein, the removal of all construction or other work debris from Grantor’s Property, and the restoration of Grantor’s Property to the same condition as that existing prior to said construction or other work, with the exception of the actual construction of said Facilities intended by said Grantee.

Grantor reserves and retains the right to use and enjoy the surface and subsurface of the Easement Area for any purpose whatsoever, including but not limited to, locating fences,

irrigation lines, landscaping, light poles, utility lines, sidewalks, roadways, parkways and parking lots, within the Easement Area, provided such other uses and conveyances do not materially and adversely affect the Grantor's exercise of the easement rights conveyed herein. Nothing herein shall limit or prevent Grantor from granting easements within the Easement Area to other utilities or any other person or entity, provided such easements do not materially and adversely affect the Grantor's exercise of the easement rights conveyed herein.

Grantee hereby expressly agrees that in the event that Grantee abandons its use of the Easement Area for the purposes herein expressed, this Easement shall become null and void, and all right, title and interest in and to the Easement Area shall revert to the Grantor.

To the maximum extent permitted by applicable law, Grantee agrees to indemnify and hold harmless Grantor and its members, officers, employees and agents against any and all damages, claims, demands, actions, causes of action, costs and expenses of whatsoever nature which may result in an injury to or the death of any person(s) or from the loss of or damage to property of any kind or nature, when such injury loss, death, or damage arises from use of, or actions related to, the easement rights granted herein.

This instrument shall be interpreted, construed and enforced in accordance with the law of the State of Oregon with venue for any action being in the county where the Easement Area is located. This instrument may be executed in counterparts, and such counterparts together shall constitute but one original of the instrument. All rights, obligations and covenants contained herein shall be deemed to be rights, obligations and covenants that run with the land, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. All references to Grantor, Grantee or parties shall be deemed to include the respective party's employees, contractors, subcontractors, invitees, agents, successors, and assigns.

[CONTINUED ON NEXT PAGE]



IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement as of the day and year first above written.

GRANTOR:

Amazon Data Services, Inc.,
a Delaware corporation

By: [Signature]
Name: Keith Klein
Title: Authorized signatory

ACKNOWLEDGMENT

STATE OF Washington }
COUNTY OF King } ss.

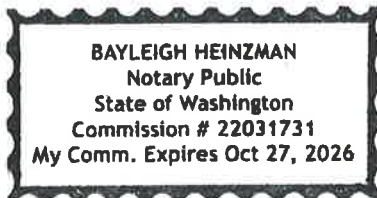
This Easement was acknowledged before me on March 26, 2024 by Keith Klein as Authorized signatory for Amazon Data Services, Inc.

[Signature]
(Signature of notarial officer)

Bayleigh Heinzman
Print Name

My Commission Expires: 10/27/2026

[Seal, if any]



GRANTEE:

City of Hermiston, an Oregon municipal corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

This Easement was acknowledged before me on _____, 2024 by _____ as _____ of the City of Hermiston, an Oregon municipal corporation.

(Signature of notarial officer)

Print Name

My Commission Expires: _____

[Seal, if any]



EXHIBIT "A-1"**Legal Description of Lift Station Easement Area**

A TRACT OF LAND BEING A PORTION OF PARCEL 2, PARTITION PLAT NUMBER 2023-11, RECORDED AS INSTRUMENT NUMBER 2023-0005626, UMATILLA COUNTY CLERK'S OFFICE, LOCATED IN THE SE1/4 OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF HERMISTON, UMATILLA COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2, BEING MARKED BY A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "R.V. MCKINNIS", LOCATED ON THE NORTH RIGHT-OF-WAY LINE (BEING 33 FEET FROM CENTER) OF FEEDVILLE ROAD (COUNTY ROAD NUMBER 608); THENCE ALONG THE EAST LINE OF SAID PARCEL 2, BEING COINCIDENT WITH THE WEST LINE OF PARCEL 2, PARTITION PLAT NUMBER 2023-10, NORTH 00°09'39" EAST 180.00 FEET TO THE POINT ON A LINE PARALLEL WITH AND 180.00 FEET NORTHERLY OF THE NORTH RIGHT-OF-WAY LINE OF SAID FEEDVILLE ROAD, AND BEING THE POINT OF BEGINNING:

THENCE LEAVING SAID EAST LINE OF PARCEL 2, PARTITION PLAT NUMBER 2023-11, ALONG THE SAID PARALLEL LINE NORTH 89°16'23" WEST 75.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 75.00 FEET WESTERLY OF THE SAID EAST LINE OF PARCEL 2, PARTITION PLAT NUMBER 2023-11; THENCE ALONG SAID PARALLEL LINE NORTH 00°09'39" EAST 75.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 255.00 FEET NORTHERLY OF SAID NORTH RIGHT-OF-WAY LINE OF FEEDVILLE ROAD; THENCE ALONG SAID PARALLEL LINE SOUTH 89°16'23" EAST 75.00 FEET TO THE SAID EAST LINE OF PARCEL 2, PARTITION PLAT NUMBER 2023-11; THENCE ALONG SAID EAST LINE SOUTH 00°09'39" WEST 75.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 5,625.0 SQUARE FEET (0.13 ACRES), MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTRIONS, AND RIGHTS-OF-WAYS OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

EXHIBIT "A-2"**Legal Description of Utility and Access Easement Area**

A VARIABLE WIDTH STRIP OF LAND, BEING A PORTION OF PARCEL 2, PARTITION PLAT NUMBER 2023-10, RECORDED AS INSTRUMENT NUMBER 2023-0004936, UMATILLA COUNTY CLERK'S OFFICE, LOCATED IN THE SE1/4 OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF HERMISTON, UMATILLA COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 2, BEING MARKED BY A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "R.V. MCKINNIS", LOCATED ON THE NORTH RIGHT-OF-WAY LINE (BEING 33 FEET FROM CENTER) OF FEEDVILLE ROAD (COUNTY ROAD NUMBER 608); THENCE ALONG THE WEST LINE OF SAID PARCEL 2, BEING COINCIDENT WITH THE EAST LINE OF PARCEL 2, PARTITION PLAT NUMBER 2023-11, NORTH 00°09'39" EAST 235.00 FEET TO THE POINT OF BEGINNING:

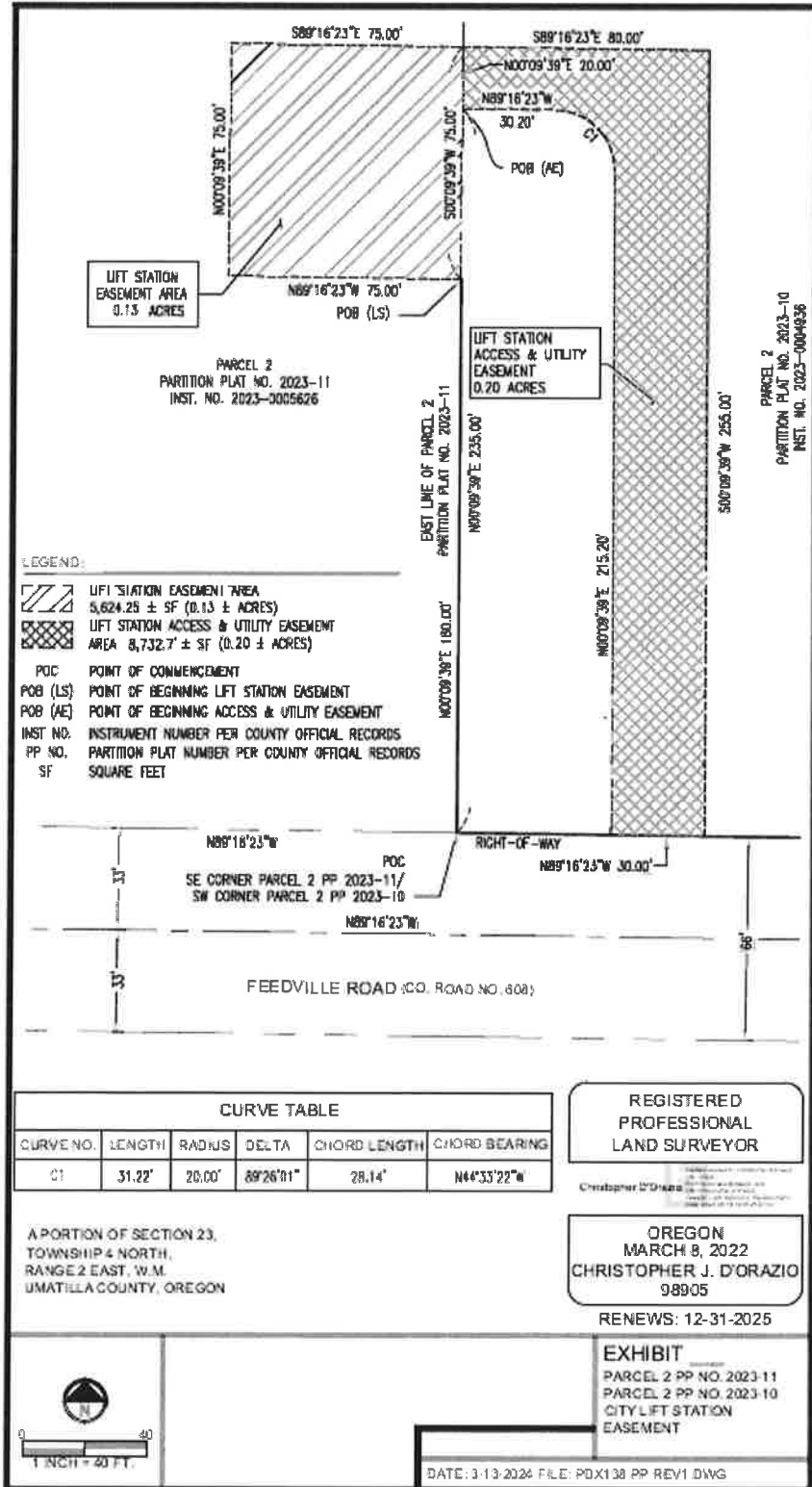
THENCE CONTINUING ALONG SAID WEST LINE NORTH 00°09'39" EAST 20.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 255.00 FEET NORHTERLY OF SAID NORTH RIGHT-OF-WAY LINE; THENCE LEAVING SAID WEST LINE ALONG SAID PARALLEL LINE SOUTH 89°16'23" EAST 80.00 FEET TO A POINT PARALLEL WITH AND 80.00 FEET EASTERLY OF SAID WEST LINE; THENCE ALONG SAID PARALLEL LINE SOUTH 00°09'39" WEST 255.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID FEEDVILLE ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 89°16'23" WEST 30.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 50.00 FEET EASTERLY OF SAID WEST LINE OF PARCEL 2, PARTITION PLAT NUMBER 2023-10; THENCE ALONG SAID PARALLEL LINE NORTH 00°09'39" EAST 215.20 FEET; THENCE LEAVING SAID PARALLEL LINE 31.22 FEET ON A CURVE TO THE LEFT, WITH A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 89°26'01", CHORD BEARING NORTH 44°33'22" WEST 28.14 FEET, TO A POINT ON A LINE PARALLEL WITH AND 180.00 FEET NORTHERLY OF SAID NORTH RIGHT-OF-WAY LINE; THENCE ALONG SAID PARALLEL LINE NORTH 89°16'23" WEST 30.20 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 8,732.7 SQUARE FEET (0.20 ACRES), MORE OR LESS.

SUBJECT TO ANY EASEMENT, RESTRICTION AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

EXHIBIT "B"

Depiction of Easement Area





Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of April 22, 2024

Title/Subject

Reschedule the 2nd City Council Meeting in May

Summary and Background

Monday, May 27th is Memorial Day Holiday when City offices will be closed. This date is also the fourth Monday of the month, the day when the City Council would normally hold its second meeting of May. Previously, when this holiday has landed on a regularly scheduled meeting date, the Council has rescheduled this meeting for the following day as many staff and council members are unavailable to meet and a quorum is difficult to achieve.

Staff is requesting the Council consider rescheduling the City Council meeting from Monday, May 27th to Tuesday, May 28th.

Tie-In to Council Goals

NA

Fiscal Information

NA

Alternatives and Recommendation

Alternatives

1. Hold the City Council meeting on it's scheduled day: May 27th – Memorial Day Holiday
2. Reschedule the May 27th City Council meeting to May 28th
3. Cancel the May 27th City Council meeting

Recommended Action/Motion

Reschedule the Monday, May 27th Meeting to Tuesday, May 28th

Submitted By:

City Manager Byron D. Smith



CITY COUNCIL

Regular Meeting Minutes April 8, 2024

Mayor Drotzmann called the regular meeting to order at 7:00pm. Present were Councilors McCarthy, Barron, Linton, Primmer, Hardin, and Myers. Councilor Peterson’s absence was excused. Municipal Judge Cameron Bendixsen (exited at 8:41pm) was in attendance, as well as City Staff to include: City Manager Smith, Assistant City Manager Mark Morgan, City Attorney Rich Tovey, Chief Edmiston, Planning Director Clint Spencer, Finance Director Ignacio Palacios, Court Administrator Jillian Viles, Library Director Mark Rose, and City Recorder Lilly Alarcon-Strong. The pledge of allegiance was given.

Presentation- Hermiston School District (HSD) Updates

HSD Athletic Director Larry Usher gave updates to include: Dance Team’s recent triumphs, spring sports, current anticipated graduates of 377 students with graduation being held on June 6th at the Toyota Center, Summer School Program partnership with the City though Parks and Recreation to include the Summer Swim Program for elementary school ages children, Kindergarten registration, Fly Up days for students entering Junior High and High School, Board Listening Session, and Drivers Education Program restarting.

Mayor Drotzmann and Councilor Primmer thanked the HSD for providing such important programs such as the Summer Swim and Drivers Education programs and congratulated the Dance Team’s victories.

Proclamation- Month of the Military Child

Mayor Drotzmann read the Month of the Military Child aloud and encouraged all to show support to military children.

Applause from all in Council Chambers.

Per Mayor Drotzmann’s request, City Recorder Alarcon-Strong stated the City is encouraging City officials and staff to show their support by wearing purple on April 11th, taking photos and posting those photos to social media while tagging the Oregon National Guard Child and Youth Program organization that is asking for our support in this effort.

Citizen Input on Non-Agenda Items

None given.

Consent Agenda Items

- A. Committee Vacancy Announcements
- B. Recommend Reappointment of Margaret Saylor to Position #8 of the Planning Commission for a 3-year term ending March 31, 2027.
- C. Recommend Reappointment of Derek Caplinger to Position #9 of the Planning Commission for a 3-year term ending March 31, 2027.
- D. Initiate annexation and comprehensive plan map amendment proceedings 4N2801B Tax Lots 1500, 1502 & 1503 Bankston & Gisi 1900/1940/2180 NE 10th St
- E. Minutes of the March 25th Work Session and Regular Meetings



CITY COUNCIL

Regular Meeting Minutes April 8, 2024

Councilor McCarthy moved and Councilor Myers seconded to approve Consent Agenda items A-E. Motion carried unanimously.

Library Design Update

City Manager Smith presented information (PowerPoint Presentation attached) regarding design updates for the proposed Library remodel.

Mayor Drotzmann stated no action is being requested from the Council regarding this item. The presentation is for the Council to give design feedback to staff and address questions.

City Manager Smith and Library Director Mark Rose answered questions from the Council to include: current safety issues and concerns, safety element designs and functions that are essential to the remodel for patrons and staff, intent of "Makers and Teen Spaces" stating the Makers Space is intended to have items such as copiers and printers and other machines that the public would be able to use as not everyone has access to these items, the Teen Space is intended as a space for teens to congregate while enjoying library resources, staff only areas throughout out the building, current and future library staffing, different way to honor those who have previously supported the library as naming bricks will be removed, and more.

Councilor Linton expressed her concern regarding moving forward with the proposed \$4.5 million project, stating she feels that a remodel is unnecessary specifically as the City has been dealing with budget issues and does not feel the City should move forward with the remodel.

City Manager Smith stated the Council already approved a bond to move forward on this remodel as well as other city building updates. The Council will only vote, in the future, to approve a construction contract for this project.

Councilors Primmer, Barron, and McCarthy thanked those involved in the design process stating safety is and has been a concern in the library and the proposed design elements address these concerns, as well as give the library updates that all residents can be proud of. Councilor Barron reminded those in attendance that \$2 million has been pledged to the City from Umatilla County specifically for this project.

Public Comment

Kena West (690 W Sandpiper)- Stated she loves the design as it is very inviting but would recommend that Library staff be more welcoming of people and have all of these spaces available for public use if the City will be spending this amount of money on the remodel. Ms. West stated she is part of a homeschooling group made up of about 50 students, when about 25 of them went to the Hermiston Library they were not made to feel welcome or accommodated; because of this, the group has not returned to the Hermiston Library and instead goes to the libraries in Stanfield and Echo.



CITY COUNCIL

Regular Meeting Minutes
April 8, 2024

Site selection for locating Pickleball Courts at Theater Sports Park

City Manager Smith gave information (PowerPoint Presentation attached) regarding the proposed location of pickleball courts at Theater Sports Park.

Councilor Myers and Barron stated the Parks and Recreation Advisory Committee and EOTEC Advisory Committee have tried to help find other locations for this group without success and feel that this new proposed area is a good fit.

Public Comment

Phil Hamm (Pickleball Committee)- Thanked Parks and Recreation Director Brandon Artz for the help he has given to find a new home for the pickleballers, the Hermiston School District for allowing pickleballers to play on their courts, and EOTEC General Manager Al Davis for allowing pickleballers to use EOTEC in the winter and as their temporary new home, and everyone involved in fundraising efforts. Gave information regarding pickleball being one of the most popular played sports, health benefits for those who play, and overall community benefits by having pickleball courts in the community stating competitions and tournaments are held throughout the Country and are in areas such as Backer, Condon, and Tri-Cities. These tournaments bring in people from all over the area who want to play and watch. As displayed, there will also be ADA courts as the pickleballers want to be inclusive to all.

Phil Hamm and Emmett Walker (Pickleball Committee) addressed Council questions, to include: paddles that mitigate noise and selecting a proposed area this is more than the minimum 600ft recommended distance from residential areas, wind screen for courts, making sure courts are accessible to all community members not just the pickleball committee group, sharing maintenance costs with the City for court upkeep, and more.

Council suggestions were made to the Pickleball Committee to include applying for annual TRT funds and finding other ways to recognize donors and supporters instead of using engraved bricks.

After further discussion, Councilor Linton moved and Councilor Primmer seconded to approve authorizing the location for Pickleball Courts at Theater Sports Park. Motion carried unanimously.

Mayor Drotzmann and Councilor Primmer thanked the Pickleball Committee for their work to help provide a great community resource and Councilor Primmer donated funds during the meeting. (applause from the audience)

Zencity Survey Update

City Manager Smith presented, reviewed, and outlined the most recent online survey results conducted by Zencity related to city services (attached).

Mayor Drotzmann stated no action is being requested from the Council regarding this item. The presentation is information only.



CITY COUNCIL

Regular Meeting Minutes
April 8, 2024

Motion to Rescind Ordinance No. 2352 entitled Business License

City Manager Smith stated at the last meeting Councilor Linton made a motion to rescind Ordinance No. 2352. Staff asked for additional time to research the uncommon motion and has found that a motion to rescind cannot be used to undo something that has already gone into effect, which this has, effective February 22, 2024. Instead, a motion to direct staff to prepare an ordinance to repeal Ordinance 2352 would be most appropriate.

After Council discussion, Councilor Linton moved to direct staff to prepare an ordinance to repeal Ordinance No. 2352. Hearing no second, the motion failed.

(Judge Bendixsen exited at 8:41pm)

February 2024 Financial Report

Councilor McCarthy moved and Councilor Hardin seconded to accept the February Financial Report as presented by City Manager Smith (attached) after addressing the correction on page 4 of the report. Motion carried unanimously.

Committee Reports

Parks and Recreation Advisory Committee- Councilor Myers and McCarthy stated they will meet next week.

Business License Advisory Committee- Mayor Drotzmann and Councilor McCarthy stated his Committee met prior to the start of this meeting about business fee recommendations and have decided to formulate a survey for Downtown District business owners and Chambers Members to participate in regarding fees. The Committee will meet again to review these results once they have been collected and thanked those participating in these discussions.

Mayor's Report

Mayor Drotzmann thanked Executive Director Val Hoxie from the Chamber of Commerce, Angela Pursel with KOHU, and all the Hermiston Mayoral Candidates who participated in the Candidate Forum, stating it was a great event with a good turnout and encouraged the public to watch the event on the City's YouTube channel.

Council Reports

Councilor Primmer agreed with Mayor Drotzmann thanking all involved in the forum and stating he learned about the candidates and thanked them for bringing new ideas to the table, as well as thanking State Senate Candidates for their participation as well.

Youth Advisory Report

None present.



CITY COUNCIL

Regular Meeting Minutes
April 8, 2024

City Manager’s Report

City Manager Smith spoke regarding:

- The 4th and Main restriping project is on hold due to weather conditions
- Civic Leadership Academy will start tomorrow evening. The Academy will focus on Community Engagement. Councilors are encouraged to contact City Recorder Alarcon-Strong to participate.

Planning Director Spencer stated the 2nd St Gateway Project is expected to be under construction for the next 90 days and are on track for the 90-day completion date.

Recess for Executive Session

At 8:53pm, Mayor Drotzmann recessed the regular City Council meeting stating 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 with legal counsel.

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 regards 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.

Reconvene and Adjournment

Mayor Drotzmann reconvened and adjourned the City Council meeting at 9:15pm as there was no other business.

SIGNED:

Dr. David Drotzmann, Mayor

ATTEST:

Lilly Alarcon-Strong, CMC, City Recorder

KERNISTON CIVIC RENOVATIONS | DESIGN MEETING | 08/13/2024

Design Aspiration

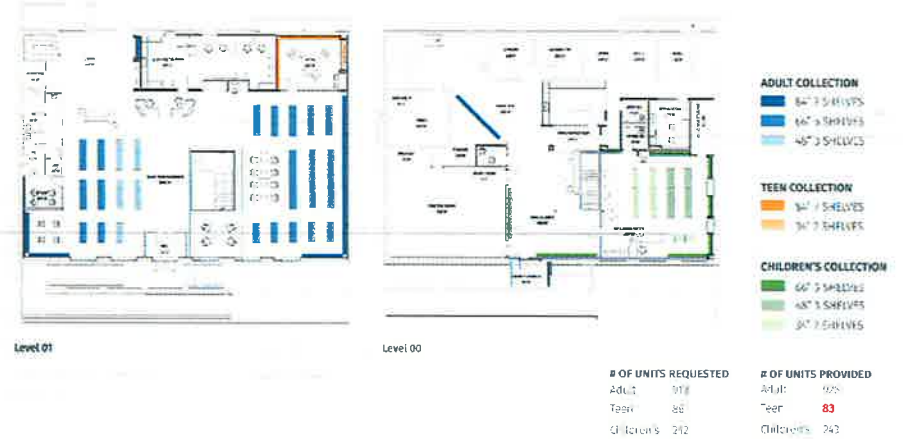
AMPLIFIED LIGHT | REGIONAL PALETTE | ENERGIZED COLOURS | WARM AND WELCOMING | ORGANIC TEXTURE | RESPONSIVE TO COMMUNITY



KERNISTON CIVIC RENOVATIONS | DESIGN MEETING | 08/13/2024

Floor Plan Updates

STACK COUNTS



KERNISTON CIVIC RENOVATIONS | DESIGN MEETING | 08/13/2024

Main Reading Room View from South Entry



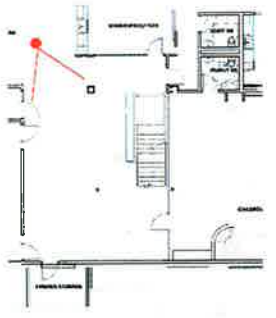
KERNISTON CIVIC RENOVATIONS | DESIGN MEETING | 08/13/2024

Main Reading Room View from Service Desk



HEARN STOK CIVIC RENOVATIONS | DESIGN MEETING • 03/10/2024
Stair + Basement Option 1 - Transparent Glass Window System

VIEW FROM NW STAIR



Metal Cladding



Elevated Acoustic Ceiling Tiles
 1500 x 600 x 120mm
 Acoustic Rating: 0.85



General Office Fabric
 1500 x 600 x 120mm
 Acoustic Rating: 0.85



Reinforced Oak Core Panel
 1500 x 600 x 120mm
 Acoustic Rating: 0.85



Stair - Tread and Skirt
 1500 x 600 x 120mm
 Acoustic Rating: 0.85



Reinforced Concrete
 1500 x 600 x 120mm
 Acoustic Rating: 0.85

HEARN STOK CIVIC RENOVATIONS | DESIGN MEETING • 03/10/2024
Stair + Basement Option 1 - Transparent Glass Window System

VIEW FROM SW CORNER



Metal Cladding



Elevated Acoustic Ceiling Tiles
 1500 x 600 x 120mm
 Acoustic Rating: 0.85



General Office Fabric
 1500 x 600 x 120mm
 Acoustic Rating: 0.85



Reinforced Oak Core Panel
 1500 x 600 x 120mm
 Acoustic Rating: 0.85



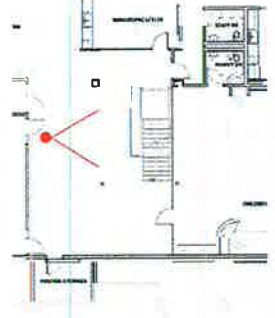
Stair - Tread and Skirt
 1500 x 600 x 120mm
 Acoustic Rating: 0.85



Reinforced Concrete
 1500 x 600 x 120mm
 Acoustic Rating: 0.85

HEARN STOK CIVIC RENOVATIONS | DESIGN MEETING • 03/10/2024
Stair + Basement Option 1 - Transparent Glass Window System

VIEW FROM COMPLETION ROOM



Metal Cladding



Elevated Acoustic Ceiling Tiles
 1500 x 600 x 120mm
 Acoustic Rating: 0.85



General Office Fabric
 1500 x 600 x 120mm
 Acoustic Rating: 0.85



Reinforced Oak Core Panel
 1500 x 600 x 120mm
 Acoustic Rating: 0.85



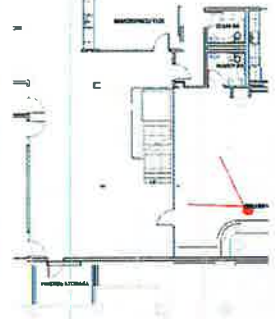
Stair - Tread and Skirt
 1500 x 600 x 120mm
 Acoustic Rating: 0.85



Reinforced Concrete
 1500 x 600 x 120mm
 Acoustic Rating: 0.85

HEARN STOK CIVIC RENOVATIONS | DESIGN MEETING • 03/10/2024
Stair + Basement Option 1 - Transparent Glass Window System

VIEW FROM CHILDREN'S READING ROOM



Metal Cladding



Elevated Acoustic Ceiling Tiles
 1500 x 600 x 120mm
 Acoustic Rating: 0.85



General Office Fabric
 1500 x 600 x 120mm
 Acoustic Rating: 0.85



Reinforced Oak Core Panel
 1500 x 600 x 120mm
 Acoustic Rating: 0.85



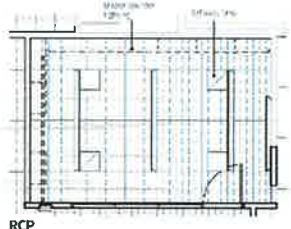
Stair - Tread and Skirt
 1500 x 600 x 120mm
 Acoustic Rating: 0.85



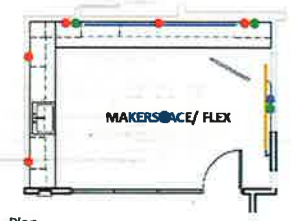
Reinforced Concrete
 1500 x 600 x 120mm
 Acoustic Rating: 0.85

Maker Space

HEEN STOK CIVIC RENOVATIONS | DESIGN MEETING • 01/11/2024



RCP



Plan

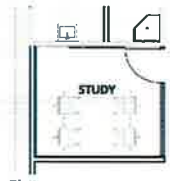


Study Room 4 Person

HEEN STOK CIVIC RENOVATIONS | DESIGN MEETING • 01/11/2024



RCP

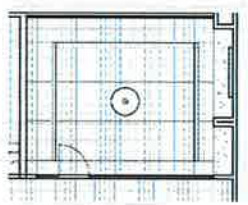


Plan

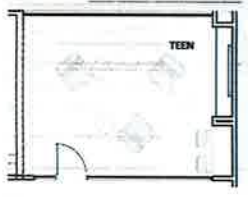


Teen

HEEN STOK CIVIC RENOVATIONS | DESIGN MEETING • 01/11/2024



RCP

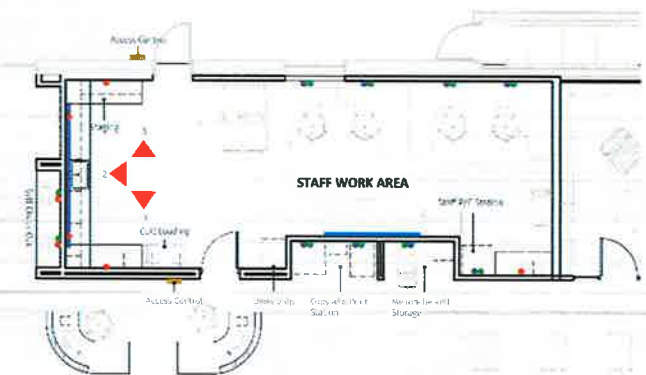


Plan



Staff Workroom + Self Serve Niche

HEEN STOK CIVIC RENOVATIONS | DESIGN MEETING • 01/11/2024



Plan



HERM STON CIVIC RENOVATIONS | DESIGN MEETING • 01/21/2024

Exterior Option b | City Hall Connection
VIEW - FROM STREET



HERM STON CIVIC RENOVATIONS | DESIGN MEETING • 01/21/2024

Exterior Option b | City Hall Connection
VIEW OF ENTRY FROM SIDEWALK



HERM STON CIVIC RENOVATIONS | DESIGN MEETING • 01/21/2024

Exterior Option b.1 | Neutral Base
VIEW OF ENTRY FROM SIDEWALK



HERM STON CIVIC RENOVATIONS | DESIGN MEETING • 01/21/2024

Exterior Exterior Rear
VIEW OF REAR



HERN-2024-CIVIC-RENOVATIONS | DESIGN MEETING • 05/07/2024

Exterior Night at the Library | Neutral Base
VIEW OF ENTRY FROM SIDEWALK



Where Life is Sweet

Library Safety Evaluation

Crime Prevention Through Environmental Design (CPTED)	Citizen Response to Active Shooter Event (CRASE)
Natural Surveillance	Avoid – Be aware of surroundings, recognize threat
Natural Access Control	Deny – Close/lock doors/barricade
Territorial Reinforcement	Defend – Any weapon/right to defend
Maintenance and Management	

Existing Design (mostly upstairs)

- Cramped/cluttered/dark
- Limited visibility for library staff
- Room split by central office space causing limited visual access on both sides
- Rear entrance/restrooms not in view of front desk
- Very close to front entrance
- No barrier to staff area
- Breakroom is the only possible place to deny or avoid threat



Where Life is Sweet

Proposed Design

- Open floorplan
- Increased distance to front door
- Better sightlines
- Centralized stair increases visibility to high traffic areas
- Doors create clear lines between staff/public spaces
- Children's area glass wall increases visibility and lines of sight

- Suggested camera feeds be available to staff on a real-time basis

In summary, it is my opinion, which is based on the principles listed in this report, that the existing library floorplan lacks adequate protection of patrons and staff in many ways. The proposed new floorplan will greatly increase safety and security, allow for reasonable reaction to threats, and create a safe, welcoming environment for our citizens to use and enjoy.

What Is Pickleball?

Why is it so Popular?



What is Pickleball?

Pickleball merges the best aspects of tennis, badminton, and table tennis, played with a specially designed paddle and a perforated plastic ball. It welcomes enthusiasts of every generation and mastery level. The straightforward rules make it an accessible introduction to racket sports, yet it can evolve into a dynamic and competitive contest as players advance in skill, offering both a fun and rigorous test of agility and strategy.

Why is Pickleball so Popular?

There are many reasons for pickleball's popularity in recent years. Here are just some reasons why the USA Pickleball Association (USAPA) calls the sport, "highly contagious":

Welcomes Players of Every Level

The rules of pickleball bear a close resemblance to those of table tennis, making the game highly accessible and quick to pick up. It caters to all levels of experience - from newcomers seeking a leisurely introduction to a fresh sport, to veteran competitors searching for their next athletic challenge. Pickleball has a wide appeal, ensuring everyone has a place on the court.



A Game for Connection and Fitness

The compact size of a pickleball court, which is notably smaller than a tennis court, permits the transformation of one tennis court into four pickleball courts. This closeness encourages player interaction, making it simple to engage in conversations during the game. Pickleball is an excellent choice for family bonding or socializing with friends, whether they're long-time buddies or new acquaintances. It seamlessly blends the joy of social engagement with the benefits of an active lifestyle.

A Healthy, Active Sport

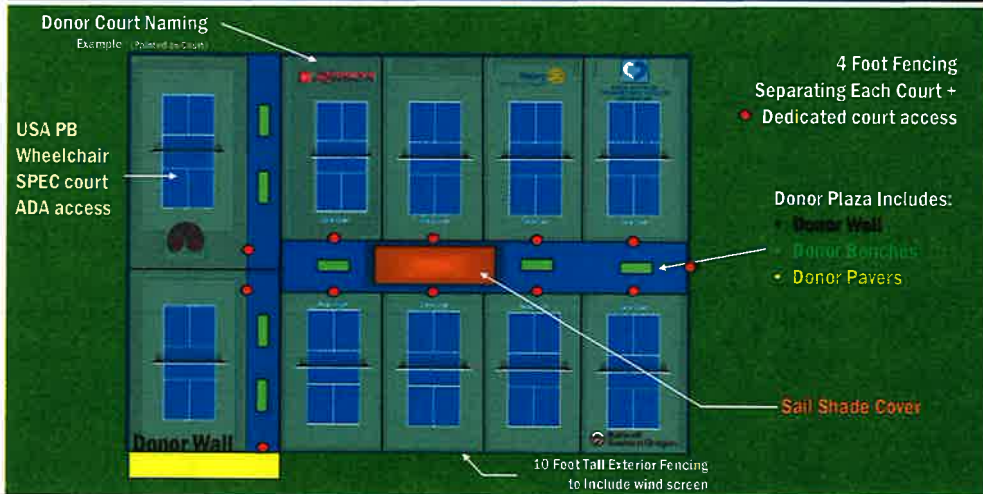
Pickleball is unmatched when it comes to a holistic workout that benefits both mind and physique. The sport is a fun way to improve balance, quickness, reflex actions, and eye-hand coordination, while being gentler on the body compared to many high-impact activities. It is especially appealing for former tennis players seeking a less strenuous option due to physical constraints like joint issues in the hips, shoulders, or knees.



HERMISTON PICKLEBALL AT THEATER SPORTS PARK



HERMISTON PICKLEBALL AT THEATER SPORTS PARK



PICKLEBALL IN HERMISTON

WHAT?

The Hermiston Pickleball Facility will be a ten (10) court facility, featuring fully lighted courts, designed for year-round use (weather permitting) with a designated ADA accessible / USA PB Wheelchair spec court.

WHO?

Open to all.

WHY?


Pickleball is the fastest growing sport in the nation, especially among older adults. In Hermiston, there's a noticeable absence of courts devoted to this sport. Playing pickleball not only promotes a myriad of health advantages but also fosters enriching social connections across generations, from the young to the elderly.

SUPPORTED BY?

Hermiston's Mayor, City Manager, Parks & Recreation, Hermiston School District, Chamber of Commerce, The Greater Hermiston Community Foundation, Made to Thrive, Good Shepherd Health Foundation, Wildhorse Foundation and many other Pickleball supporters and donors in the region.



DONOR LEVELS



LEVEL	DONATION**	RECOGNITION
FACILITY NAMING	\$100,000**	Full Facility Naming
PLATINUM	\$50,000**	Individual Court Naming
PREMIERE	\$25,000**	Branding on In-Facility Bench
CHAMPION	\$15,000**	Fence Banner
GOLD	\$10,000	Prominent Recognition Donor Wall
SILVER	\$5,000	Intermediate Recognition Donor Wall
BRONZE	\$2,500	Basic Recognition Donor Wall
ACE	\$1000	Line Listed Donor
PADDLE PRO	\$500	Corporate Brick Paver
DINK DEVOTEE	\$100	Family Brick Paver

**Through a generous partnership with The Bank of Eastern Oregon a three (3) or five (5) year payment option is available to donors with signed contribution contract.



DONOR RECOGNITION




Court Naming
(Logo on Court and Plaque on Fence)



Custom Donor Bench



Donor Wall
(Example)




Brick Pavers

COST & TIMELINE




AMENITY	COST
Site Prep	\$42,840
Concrete	\$171,360
Fencing	\$59,560
Net Support System	\$17,850
Acrylic Court Surface for 10 Courts	\$42,268
Wind Screen (Noise Reduction)	\$6,680
Complex Lighting	\$68,425
Landscaping and Irrigation	\$13,105
Engr./Permitting/Project Management	\$94,637
Parking Area	\$50,000
Contingency	\$54,700
Budget Total for 10 Pickleball Courts	\$621,425

Summer 2024 Fundraising	Summer 2025 Grand Opening
Winter 2024 Construction	Summer 2025 1 st Annual Hermiston Summer Classic



GREATER HERMISTON
Community Foundation

PICKLEBALL FUNDRAISING



DONATIONS CAN BE MADE TO:

GREATER HERMISTON COMMUNITY FOUNDATION
 975 SE 4th Street
 Hermiston, OR 97838
 Memo: Pickleball

FOR MORE INFO CONTACT:

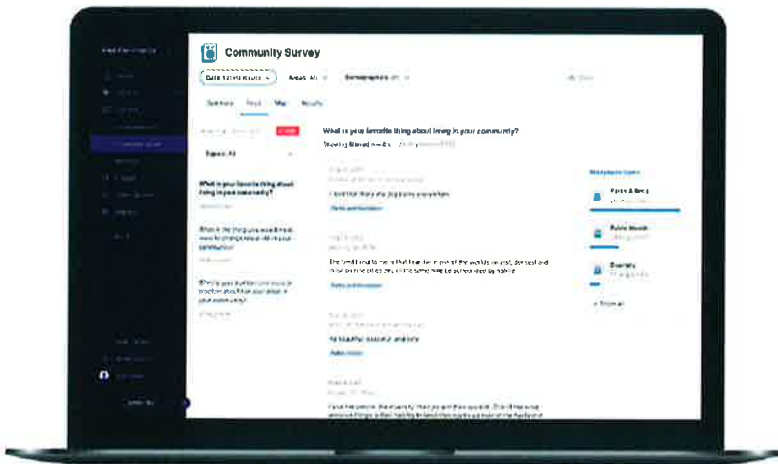
Phil Hamm or any Committee Member

PICKLEBALL FUNDRAISING COMMITTEE		
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Brandon Artz	bartz@hermiston.gov	(541) 667-5018
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Hermiston, OR Community Survey October 2023 - January 2024

Powered by Zencity



The Zencity Community Survey

A recurring survey that never stops running, the Zencity Community Survey measures how satisfied residents are with their community and with local government-provided services and allows officials to compare these scores over time and against a cohort of similar communities.



Survey Methodology

492 respondents were digitally recruited (e.g. over social media, mobile apps, local websites, and survey panels) between October 2023 - and January 2024. An additional 2 responses were collected through the city's distribution efforts which were used to supplement the Zencity-recruited responses for free-text questions. Zencity built a representative sample by matching respondent data to the U.S. Census Bureau's race, ethnicity, age, and gender distributions in Hermiston, OR. Finally, rake-weighting was applied as a statistical safeguard to balance out any remaining discrepancies in distribution, so no demographic group is overrepresented or underrepresented in the final score.

Score Calculation

The overall satisfaction score is calculated by averaging how each resident rated quality of life and community characteristics on a numeric scale (1-5), and classifying this average as satisfied, neutral, or not satisfied. The resulting score, then, is the weighted percentage of residents who gave an overall satisfied rating.

Zencity Community Survey

Hermiston, OR
October 2023 - January 2024

Powered by
 Zencity

Overall Satisfaction

The overall satisfaction score is calculated from the questions in the two main sections of the survey: general quality of life and satisfaction with different characteristics of life in your community.

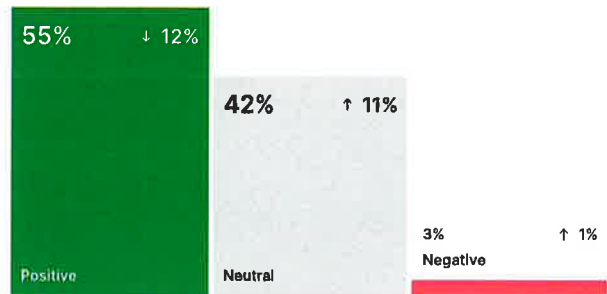
We take the average of these questions, then classify the score as positive (3+), neutral (1.5 to <3), or negative (≤1.5). The percentages represent the percent of respondents in each category.

If you have a previous cycle, the up (↑) and down (↓) arrows will show the change in percentage points.

55%

of 492 surveyed residents are satisfied with life in Hermiston

↓ 12% vs. previous cycle



These are the main measures of satisfaction in your community

The bars on the right show the proportion of responses that are positive (4 or 5), neutral (3), or negative (1 or 2). The percentages show the percent in the positive category.

We take the average of the Community Characteristics, then classify the score as positive (3+), neutral (1.5 to <3), or negative (≤1.5). The percentages represent the percent of respondents in each category.

If you have a previous cycle, the up (↑) and down (↓) arrows will show the change in percentage points.

QUESTION	RESIDENT SATISFACTION
How is the overall quality of life in Hermiston?	38% • ↓ 12%
How likely are you to recommend Hermiston as a place to live?	38% • ↓ 6%
How likely are you to be living in Hermiston 5 years from now?	57% • ↓ 4%
Average rating from the Community Characteristics questions	45% • ↓ 11%

Demographic Breakdown

Smaller sample sizes can lead to unreliable estimates. For this reason, we hide scores for groups under 30 respondents.

For groups between 30 and 49 respondents, we highlight the small sample size using an asterisk (*). Use these scores with caution.

DEMOGRAPHIC	GROUP	SCORE	N	DEMOGRAPHIC	GROUP	SCORE	N
Age	18-34	43%	78	Gender	Female	55%	306
Age	35-54	54%	114	Gender	Male	56%	179
Age	55+	71%	279	Income	\$49,999 or less	65%	134
Education	High school degree or less	54%	125	Income	\$50,000-\$149,999	46%	234
Education	Some college or college degree	58%	298	Income	\$150,000 or more	46%	62
Education	Higher education degree	48%	53				
Ethnicity	Hispanic/Latino	61%	53				
Ethnicity	White	54%	412				

Life in Hermiston

The bars show the percent of respondents who reported positively (4 or 5) in response to questions about community characteristics.

We also display the percent of respondents who were neutral (3, shown with a gray dot) or negative (1 or 2, shown with a red dot).

COMMUNITY CHARACTERISTIC	SATISFACTION SCORE			CHANGE	KEY
Ease of getting around by foot	48%	28%	25%	↓ 5% ↑ 2%	<p>● POSITIVE ● NEUTRAL ● NEGATIVE</p> <p>↓ ↑ CHANGE IN POSITIVE SCORE ↓ ↑ CHANGE IN NEGATIVE SCORE --- NO DATA FOR PREVIOUS CYCLE</p> <p>The 'Change' column shows the percentage point changes in positive and negative scores from the previous cycle. In addition, questions with the largest changes above 5% are highlighted.</p>
Acceptance of residents of all backgrounds	44%	23%	34%	↓ 4% ↑ 12%	
Quality of waste and recycling services	42%	33%	25%	↓ 6% ↑ 3%	
Ease of getting around by bicycle	41%	28%	31%	↓ 7% ↑ 3%	
Access to quality education	40%	31%	29%	↓ 8% ↑ 11%	
Quality of parks and recreational amenities	40%	30%	30%	↓ 12% ↑ 11%	
Overall cleanliness and maintenance	38%	28%	33%	↓ 1% ↑ 5%	
Sense of community among residents	37%	28%	35%	↓ 4% ↑ 8%	

Zencity Community Survey

Hermiston, OR
October 2023 - January 2024

Powered by
Zencity

COMMUNITY CHARACTERISTIC	SATISFACTION SCORE	CHANGE	KEY
Overall quality of services provided by Hermiston	34% 41% 24%	↓ 7% ↑ 4%	KEY ● POSITIVE ● NEUTRAL ● NEGATIVE ↓ ↑ CHANGE IN POSITIVE SCORE ↓ ↑ CHANGE IN NEGATIVE SCORE ○ NO DATA FOR PREVIOUS CYCLE The 'Change' column shows the percentage point changes in positive and negative scores from the previous cycle. In addition, questions with the largest changes above 5% are highlighted.
Access to quality health care services	34% 37% 28%	↓ 2% ↓ 3%	
Sense of overall safety	30% 31% 39%	↓ 9% ↑ 17%	
Availability of jobs that pay a living wage	27% 31% 42%	↓ 7% ↑ 13%	
Ability of residents to give input to the Hermiston government	27% 29% 43%	↑ 1% ↑ 11%	
Ease of getting around by public transportation	23% 31% 46%	↑ 2% ↑ 4%	
Availability of a variety of art and cultural events	15% 27% 58%	↓ 3% ↑ 8%	
Availability of affordable housing	11% 26% 63%	↓ 4% ↑ 10%	

Zencity Community Survey

Hermiston, OR
October 2023 - January 2024

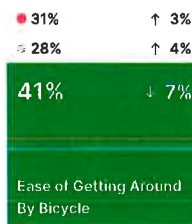
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The ratings residents gave these parts of life showed a connection to their overall satisfaction

In order to appear here, a characteristic must a) demonstrate a strong correlation with how residents rated their overall satisfaction and b) receive a notably high or low satisfaction score

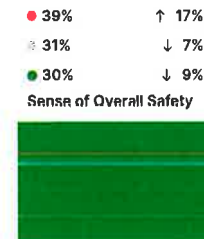
Maintain

High-scoring characteristics with strong correlation to overall satisfaction



Focus on

Low-scoring characteristics with strong correlation to overall satisfaction



Strengths

This community characteristic was selected because it had a high correlation with satisfaction AND received a notably high score.

The percentages shown indicate the percent of respondents who responded positively (4 or 5). The bars indicate the proportion of respondents who were positive, neutral (3), or negative (1 or 2).

For groups between 30 and 49 respondents, we highlight the small sample size using an asterisk (*). Use these scores with caution.

41%

of residents are satisfied with the ease of getting around by bicycle

↓ 7% vs. previous cycle



Neutral
28% • ↑ 4%

Dissatisfied
31% • ↑ 3%

AGE



INCOME



GENDER



In Focus

This community characteristic was selected because it had a high correlation with satisfaction AND received a notably low score.

The percentages shown indicate the percent of respondents who responded positively (4 or 5). The bars indicate the proportion of respondents who were positive, neutral (3), or negative (1 or 2).

For groups between 30 and 49 respondents, we highlight the small sample size using an asterisk (*). Use these scores with caution.

30%

of residents are satisfied with the sense of overall safety

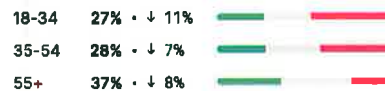
↓ 9% vs. previous cycle



Neutral
31% ↓ 7%

Dissatisfied
39% ↑ 17%

AGE



RACE/ETHNICITY



GENDER



Community Benchmark

How we compare Hermiston, OR to other similar communities

Residents from more than 1,000 communities across the United States have participated in Zencity's Community Surveys. We use the combined results from these surveys to produce our benchmark estimates. By averaging across respondents from dozens or hundreds of different communities, it's possible to arrive at a picture of what the results for a "typical" community in that cohort look like. This offers a way to compare your results- particularly strengths and areas for improvement- within a greater context. Each community running a Community Survey with Zencity receives a customized community benchmark cohort that reflects its unique characteristics.

First, the cities, towns, and counties in the United States are allocated into cohorts using variables such as population size, geography, density, and demographics to group similar communities together. Then, each cohort's benchmarks are calculated using the same scoring methodology outlined in the Survey Methodology section. Finally, since recruitment methods can differ slightly according to the needs of each community, cohort benchmarks are adjusted accordingly to match the exact distribution of recruitment methods.

Community Benchmark

Hermiston, OR
October 2023 - January 2024

Powered by
ZenCity

These are some of the communities represented in your cohort

Density is calculated by people per square mile of land area.
Diversity is measured by percentage of people who are not in the largest race or ethnicity group.
Median income is the median annual dollars of income per household.

COMMUNITY NAME	TOTAL POP	DENSITY	DIVERSITY	MEDIAN INCOME (\$)
Hermiston, Oregon	17,512	2,114	14.01%	\$58,341
Woodburn, Oregon	26,008	4,439	22.72%	\$52,251
Klamath Falls, Oregon	21,509	1,068	7.81%	\$40,783
Happy Valley, Oregon	22,049	1,905	23.47%	\$124,381
Monmouth, Oregon	10,411	4,789	12.40%	\$47,585
Wilsonville, Oregon	24,413	3,251	10.85%	\$72,541

The data displayed on this page was sourced from the U.S. Census Bureau's 2020 Census of Population and Housing.

+ more communities with similar characteristics

Community Benchmark

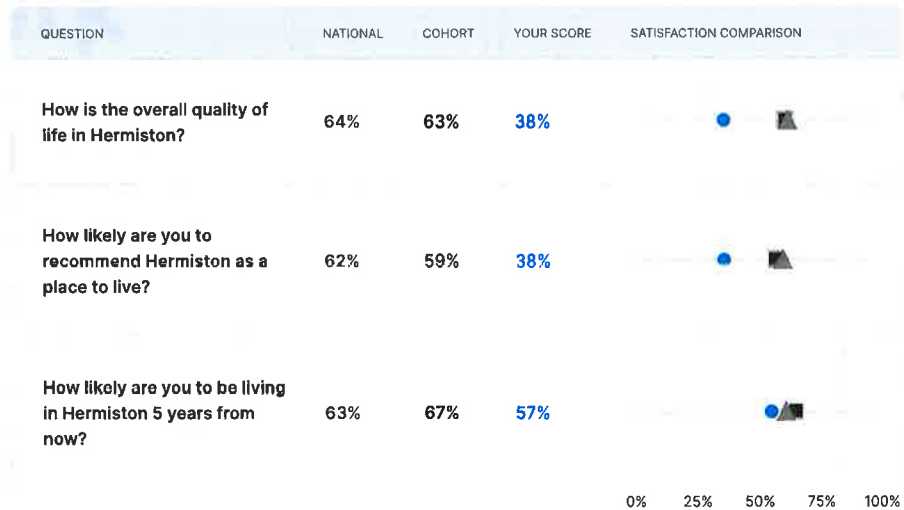
Hermiston, OR
October 2023 - January 2024

Powered by
ZenCity

The overall resident satisfaction in Hermiston is lower than its cohort.

55% Hermiston
77% Cohort
78% National

- Hermiston
- Cohort
- ▲ National



Community Benchmark

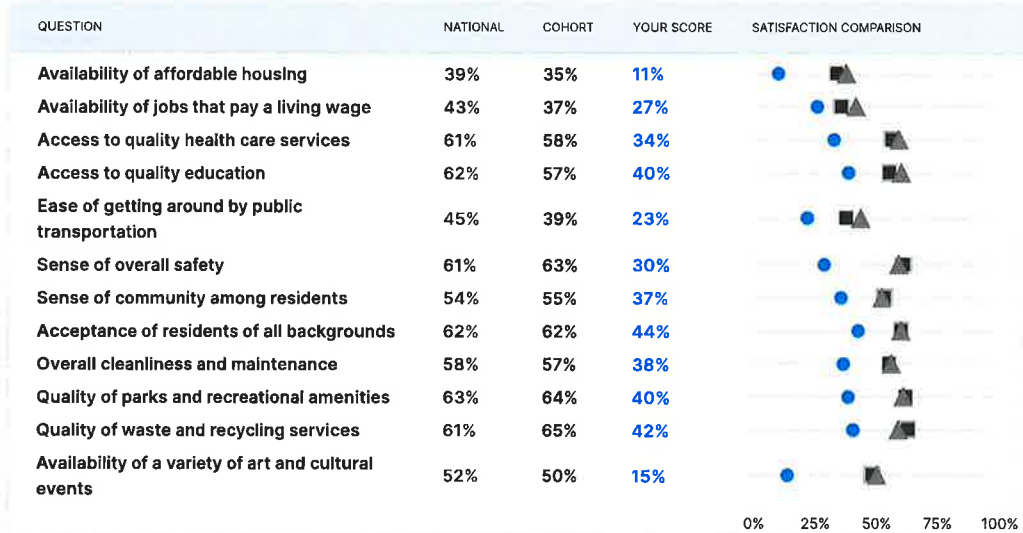
Hermiston, OR
October 2023 - January 2024

Powered by
Zencity

Satisfaction with Life in Hermiston, OR

Breakdown by characteristic

- Hermiston
- Cohort
- ▲ National



Zencity Community Survey

Hermiston, OR
October 2023 - January 2024

Powered by
Zencity

Free-Text Responses



What residents love

Question: What is your favorite thing about living in Hermiston?



What residents want changed

Question: What is the one thing you would change in Hermiston?



Rotating Survey Section

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

Zencity Community Survey

Hermiston, OR
October 2023 - January 2024

Powered by
Zencity

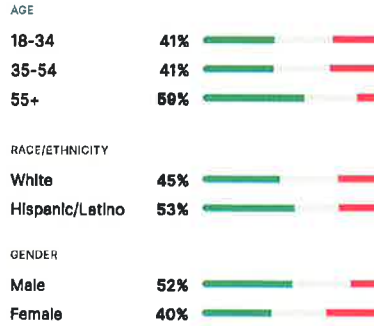
46%

of residents feel safe in their neighborhood.



Neutral **30%**
Dissatisfied **24%**

The question: How safe do you feel in your neighborhood?



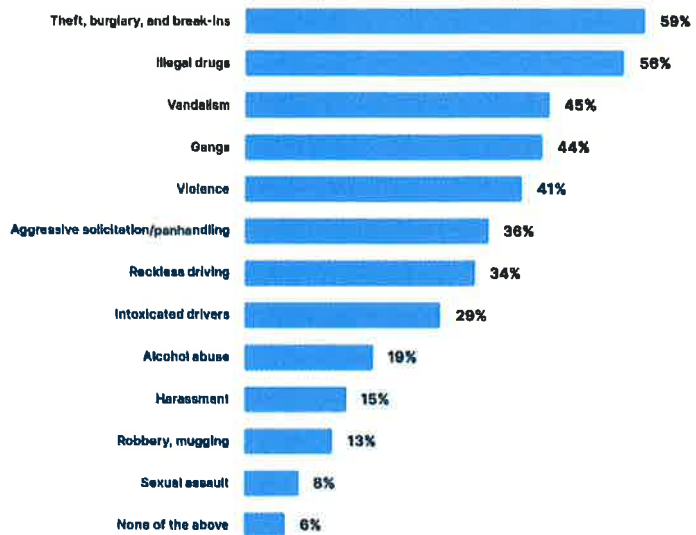
Zencity Community Survey

Hermiston, OR
October 2023 - January 2024

Powered by
Zencity

59%

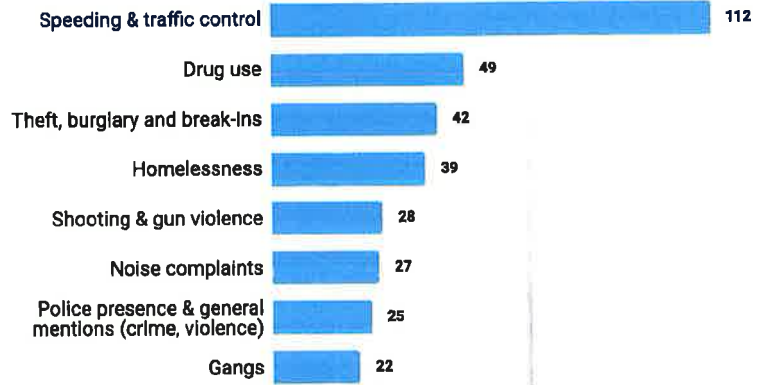
of respondents think that **theft, burglary, and break-ins** are a major problem in Hermiston.



The question: Which of the following do you think are currently a major problem in Hermiston?

112

respondents think that **speeding and traffic control** is the number one issue in their neighborhood the police department should address.



The question: What is the number one issue or problem in your neighborhood that you would like the police department to deal with?

The Questionnaire

Zencity Community Survey

Hermiston, OR
October 2023 - January 2024

Powered by


Section 1 General Satisfaction

QUESTIONS	CHOICES
How is the overall quality of life in Hermiston? *	1 - 5 Scale (Poor - Excellent)
How likely are you to recommend Hermiston as a place to live? *	1 - 5 Scale (Very unlikely - Very likely)
How likely are you to be living in Hermiston 5 years from now? *	1 - 5 Scale (Very unlikely - Very likely)
What is your favorite thing about living in Hermiston?	Open Ended
What is the thing you would most want to change about life in Hermiston?	Open Ended

Zencity Community Survey

Hermiston, OR
October 2023 - January 2024

Powered by


Section 2 Community Characteristics

QUESTIONS
Availability of affordable housing
Availability of jobs that pay a living wage
Access to quality health care services
Access to quality education
Availability of a variety of art and cultural events
Ease of getting around by public transportation
Ease of getting around by bicycle
Ease of getting around by foot
Sense of overall safety

QUESTIONS
Sense of community among residents
Acceptance of residents of all backgrounds
Ability of residents to give input to the Hermiston government
Overall cleanliness and maintenance
Quality of parks and recreational amenities
Quality of waste and recycling services
Overall quality of services provided by Hermiston

Zencity Community Survey

Hermiston, OR
October 2023 - January 2024

Powered by


Section 3 Rotating Survey Section

QUESTIONS	CHOICES
How safe do you feel in your neighborhood? *	1 - 5 Scale (Very unsafe - Very safe)
Which of the following do you think are currently a major problem in Hermiston?	Violence / Vandalism / Theft, burglary, and break-ins / Gangs / Harassment / Alcohol abuse / Illegal drugs / Robbery, mugging / Sexual assault / Aggressive solicitation/panhandling / Reckless driving / Intoxicated drivers / None of the above
What is the number one issue or problem in your neighborhood that you would like the police department to deal with?	Open Ended

Zencity Community Survey

Hermiston, OR
October 2023 - January 2024

Powered by


Section 4 Demographics

QUESTIONS	CHOICES
In what year were you born? *	Open Ended
Which of the following do you identify as? *	Male / Female / Prefer to self-describe
Please state the gender you identify as.	Open Ended
Which one of these statements best describes your current situation? *	Full-time employed / Part-time employed / Unemployed / Student / Apprentice/intern / In retirement or early retirement / Permanently disabled / Fulfilling domestic tasks or looking after children/family / Prefer not to say / Other
Are you of Hispanic, Latino, or Spanish origin? *	Yes / No / Prefer not to say
What is your race? *	White / Black or African American / American Indian or Alaska Native / Asian / Native Hawaiian, Samoan, Chamorro, or other Pacific Islander / Prefer not to say / Other
Is your home: *	Owned by you or someone in your household, with or without a mortgage or loan? / Rented? / Occupied without payment of rent? / Prefer not to say

Section 4
Demographics

QUESTIONS	CHOICES
<p>What is the highest level of school you have completed or the highest degree you have received? *</p>	<p>Less than a high school diploma / High school graduate or GED / Some college but no degree / Associate degree in college / Bachelor's degree (For example: BA, AB, BS) / Master's degree (for example: MA, MS, MBA) / Professional School Degree (for example: MD, DDS, DVM, LLB, JD) / Doctorate degree (for example: PhD, EdD) / Prefer not to say</p>
<p>Do any children under the age of 18 live in your household at least half of the time? *</p>	<p>Yes / No / Prefer not to say</p>
<p>Were you born in the United States? *</p>	<p>Yes, born in the United States / No, born outside the United States / Prefer not to say</p>
<p>Which category best represents your household's total income over the past year? *</p>	<p>\$14,999 or less / \$15,000-\$29,999 / \$30,000-\$49,999 / \$50,000-\$74,999 / \$75,000-\$99,999 / \$100,000-\$124,999 / \$125,000-\$149,999 / \$150,000-\$199,999 / \$200,000-\$299,999 / \$300,000 or more / Prefer not to say</p>





General Fund

- Monthly Revenues are slightly above projections
- Annual Revenues are ahead of projections by 4.5%



General Fund

- Monthly Expenses below projections by 58%
 - Due to moving design related activities (~\$400,000) to capital categories
- Annual Expenses 5.8%

Capital Projects

- Lead and Copper testing – 90% completed with no lead present
- McDonalds/395 Sewer Main Replacement – Contractor Completing Punchlist Items
- AWS Related Projects – All on schedule to begin work shortly



Capital Projects

- Teen Adventure Park – Open to public use; May 11 ribbon cutting/skatefest

A green presentation slide with a white Hermiston logo at the top center. Below the logo, the text "Discussion Questions?" is written in white. At the bottom of the slide, the slogan "Where Life is Sweet" is written in white. The slide is framed by thin white lines.

HERMISTON
OREGON

Discussion
Questions?

Where Life is Sweet



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of April 22, 2024

Title/Subject

Resolution No. 2319 – First Amendment to IGA for IT Services with Morrow County

Summary and Background

Due to increased need for IT services within Morrow County, the current IGA will be modified to increase service hours to 52 hours per week with a new monthly payment of \$27,040.00. This First Amendment to the IGA also includes a provision to increase the fees annually by an amount equal to the annual percentage change in the Western Region CPI, however, the amount shall be no lower than 2% and be capped at a maximum of 5%.

Tie-In to Council Goals

N/A

Fiscal Information

Increases payment to \$27,040.00/month

Alternatives and Recommendation

Alternatives

1. Adopt Resolution No. 2319 and attached First Amendment to the IGA without modification.
2. Adopt Resolution No. 2319 and attached First Amendment to the IGA with minor modifications.
3. Direct Staff to make major changes to Resolution No. 2319 and or the attached First Amendment to the IGA and return at a later date.

Recommended Action/Motion

Adopt Resolution No. 2319 and attached IGA without modification.

Submitted By:

Richard Tovey

RESOLUTION NO. 2319

A RESOLUTION AUTHORIZING THE FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR ONGOING INFORMATION TECHNOLOGY SERVICES WITH MORROW COUNTY AND TO AUTHORIZE THE CITY MANAGER TO SIGN ALL NECESSARY DOCUMENTS ON BEHALF OF THE CITY

WHEREAS, the City of Hermiston (“City”) and Morrow County entered into an intergovernmental agreement for the City to provide ongoing information technology (“IT”) services beginning July 1, 2022 and ending June 30, 2025; and

WHEREAS, Morrow County’s needs for IT services has increased since and Morrow County has requested the City provide increased IT hours; and

WHEREAS, the City and Morrow County have reached an agreement for the City to provide increased hours of IT services to Morrow County with the commensurate increase in monthly fees; and

WHEREAS, the amendment also includes a provision to increase the fees annually by an amount equal to the annual percentage change in the Western Region CPI, however, the amount shall be no lower than 2% and be capped at a maximum of 5%, beginning July 1, 2025; and

WHEREAS, Morrow County has signed the First Amendment to Intergovernmental Agreement; and

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

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

1. That the First Amendment to Intergovernmental Agreement attached to this resolution between the City of Hermiston and Morrow County to provide increased hours of IT services is hereby approved.
2. That the City Manager is authorized to sign the First Amendment to Intergovernmental Agreement.
3. That this resolution is effective immediately upon its passage.

PASSED by the Common Council this 22nd day of April 2024.

SIGNED by the Mayor this 22nd day of April 2024.

Dr. David Drotzmann, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR ONGOING INFORMATION TECHNOLOGY SERVICES

This First Amendment to Intergovernmental Agreement for Ongoing Information Technology Services (“Amendment”) is made and entered into as of the last date signed below, (“Effective Date”) by and between the City of Hermiston (“COH”) and the Morrow County (“COUNTY”).

RECITALS

This Amendment is made with reference to the following facts and circumstances:

- A. COH and COUNTY are parties to that certain Intergovernmental Agreement between the City of Hermiston and the Morrow County for Ongoing Information Technology Services commencing on July 1, 2022 and expiring on June 30, 2025 (the “Agreement”).
- B. The section titled “Consideration” describes the amount that COUNTY will be charged monthly for IT service performed by COH.
- C. The parties wish to amend, pursuant to Section 17 of the Agreement, the Section titled “Consideration” of the Agreement to increase the payment for increased hours of IT service provided by COH to COUNTY.

TERMS AND CONDITIONS

Now therefore, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the above recitals are mad a part of this Amendment and otherwise do hereby agree as follows:

- 1. Consideration. The Section titled “Consideration” of the Agreement is hereby amended and restated in its entirety as follows:

Consideration. COUNTY agrees to pay COH \$27,040.00 per month for approximately 52 hours of IT service per week at \$120 per hour for 52 weeks, beginning May 1, 2024. COUNTY agrees that the stated fees shall increase annually by an amount equal to the annual percentage change in the Western Region CPI, however, the amount shall be no lower than 2% and be capped at a maximum of 5%, such increase to be effective July 1, 2025 and will apply to each subsequent year in which the agreement is in effect. COUNTY will pay for devices and any other materials required to perform the services under this Agreement, and if COH purchases those materials for COUNTY, COUNTY agrees to reimburse COH for those costs. COH agrees to notify COUNTY prior to purchasing anything over \$500 and to provide adequate documentation and invoice COUNTY for the cost.

- 2. Miscellaneous. As expressly amended and modified by this Amendment, the terms and provisions of the Agreement are hereby ratified and affirmed in their entirety. This Amendment may be amended only by an agreement in writing, signed by the City of Hermiston and the Morrow County. This Amendment shall be governed by

and construed in accordance with the laws of Oregon, and without regard to any principles of conflict of laws. This Amendment may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Any such counterpart may be executed by facsimile or electronic transmission. This Amendment constitutes the entire agreement of with respect to the amendment of the Agreement, and all prior or contemporaneous agreements or communications between the parties on this matter are superseded in entirety by this Amendment.

IN WITNESS WHEREOF, the City of Hermiston and Morrow County, by their respective duly authorized representatives, have executed this Amendment on the date shown below.

MORROW COUNTY

Signature: 

Title: Chair, Board of Commissioners

Name (print): David Sykes

Date: 4/3/2024

CITY OF HERMISTON

Signature: _____

Title: _____

Name (print): _____

Date: _____



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of April 22, 2024

Title/Subject

Resolution #2320 – Approval of Guaranteed Maximum Price (GMP) Amendments on Civic projects

Summary and Background

On June 26, 2023, the alternative procurement method of a Construction Manager/General Contractor (CMGC) was authorized for the Civic projects (Harkenrider/IT in City Hall and Library). This action was done via Resolution No. 2285. At that same meeting Hacker Architects were hired to be the design professionals on that same group of projects. Their contract was approved by Resolution No. 2284.

Following that approval and a selection process, CB Construction was hired as the CMGC part of this process on August 14, 2023 by Resolution No. 2286. Since that time, the process involving the Public Safety Center project became clearer and the Arc Building project was added to the Civic projects.

The contract process for this CMGC method of construction is that an initial contract is initiated with the CMGC (or Contractor) and a certain amount is agreed upon to pay them for this pre-construction phase. Once the design is completed by the architects, the CMGC then does a bid process and gets an amount to perform the construction as designed. An amendment is then made to the original contract to add the construction amount. This amendment is called a GMP amendment or Guaranteed Maximum Price amendment. We are requesting the ability to sign three GMP amendments with CB Construction related to the Harkenrider, the IT space in City Hall and the Arc Building Phase I.

Tie-In to Council Goals

City Facilities: Public Facilities That Meet The Community Needs Of Today And The Future

Fiscal Information

Arc Building Phase I	\$137,330.82 with an allowance (\$30,000)
City Hall (IT Space)	\$365,142.46

Harkenrider Center	\$786,310.38
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All funding for these GMP amendments comes from the 2024 FFCO Bonds approved by the City Council.

Alternatives and Recommendation

Alternatives

- 1. Approve Resolution No. 2320 as written authorizing the City Manager to sign the GMP Amendment for each listed project.
- 2. Make minor adjustments to the Resolution or the agreements and approve as amended.
- 3. Direct staff to make major adjustments and return for further consideration.

Recommended Action/Motion

Recommend approval of Resolution No. 2320 as presented.

Submitted By:

Byron D. Smith, City Manager

RESOLUTION NO. 2320

A RESOLUTION APPROVING A GUARANTEED PRICE AMENDMENT FOR THE CMGC CONTRACT WITH CB CONSTRUCTION FOR THE CIVIC PROJECTS AND AUTHORIZING THE CITY MANAGER TO SIGN ALL NECESSARY DOCUMENTS ON BEHALF OF THE CITY

WHEREAS, the City of Hermiston (“City”) has developed the need for the construction of the Civic Projects (“the Project”); and

WHEREAS, the Project includes remodeling the basement of the Harkenrider Center, the build-out of the IT space in City Hall and Phase 1 of the remodel of the Arc Building; and

WHEREAS, the City has done all required processes to utilize the Construction Manager/General Contractor (CMGC) alternative construction method; and

WHEREAS, a Guaranteed Maximum Price (GMP) Amendment for the three above-mentioned projects has been submitted for a total of \$1,288,783.66; and

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

1. That GMP amendments with CB Construction are approved for the above-mentioned portions of the Civic Buildings Project.
2. That the City Manager be, and is, hereby authorized to execute and deliver the GMP amendments to CB Construction 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 22nd day of April 2024.
SIGNED by the Mayor this 22nd day of April 2024.

Dr. David Drotzmann, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER

AIA[®] Document A133[®] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the day of April in the year 2024, is incorporated into the accompanying AIA Document A133TM-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 15 day of August in the year 2023 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

City of Hermiston – Civic projects

Arc Building Improvements – Phase I

THE OWNER:
(Name, legal status, and address)

City of Hermiston
180 NE 2nd Street, Suite 211
Hermiston, OR 97838-1827

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

CB Construction, Inc.
1202 Adams Avenue
La Grande, OR 97850
541-786-5315

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201TM-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

Init. / AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:52:04 PT on 04/18/2024 under Order No.4104250026 which expires on 02/06/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents[®] Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.
User Notes:

§ A.1.1.1 The GMP-03 Contract Sum is guaranteed by the Construction Manager not to exceed One hundred thirty-seven thousand, three hundred thirty dollars & 82/100 (\$ 137,330.82), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency, alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See attached GMP summary of cost, dated 4/18/2024.

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
	\$

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

Init.

§ A.2.3 Substantial Completion Unless the date of substantial completion is stated in the Agreement:

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work: [INSERT SUBSTANTIAL COMPLETION DATE IN THE A133 AGREEMENT UNLESS PARTIES AGREE OTHERWISE.]

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: June 30, 2024

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ A.3.1.2 The following Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Amendment.)

Exhibit A - Drawing

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date, and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Roof sheeting Allowance	\$30,000

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

NA

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here or refer to an exhibit attached to this Amendment.)

GMP Summary of Cost
Exhibit A - Drawing

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

See GMP Summary of Cost

This Amendment to the Agreement entered into as of the day and year first written above.

CITY OF HERMISTON

[CB Construction, Inc.]

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

Byron Smith, City Manager

(Printed name and title)

Derek Howard President

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:52:04 PT on 04/18/2024.

PAGE 1

This Amendment dated the day of April in the year ~~2024~~, is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 15 day of August in the year 2023 (the "Agreement")

...

City of Hermiston – Civic projects

Arc Building Improvements – Phase I

...

City of Hermiston
180 NE 2nd Street, Suite 211
Hermiston, OR 97838-1827

...

CB Construction, Inc.
1202 Adams Avenue
La Grande, OR 97850
541-786-5315

PAGE 2

§ A.1.1.1 The GMP-03 Contract Sum is guaranteed by the Construction Manager not to exceed One hundred thirty-seven thousand, three hundred thirty dollars & 82/100 (\$ 137,330.82), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's ~~contingency~~; contingency, alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

...

See attached GMP summary of cost, dated 4/18/2024.

...

§

Byron Smith, City Manager

Derek Howard President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:52:04 PT on 04/18/2024 under Order No. 4104250026 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA[®] Document A133[®] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the day of April in the year 2024, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 15 day of August in the year 2023 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

City of Hermiston – Civic projects

City Hall, Basement IT Expansion

THE OWNER:
(Name, legal status, and address)

City of Hermiston
180 NE 2nd Street, Suite 211
Hermiston, OR 97838-1827

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

CB Construction, Inc.
1202 Adams Avenue
La Grande, OR 97850
541-786-5315

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- A.1 **GUARANTEED MAXIMUM PRICE**
- A.2 **DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 **INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 **CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Three hundred sixty-five thousand, one hundred forty-two dollars and 46/100 (\$ 365,142.46), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency, alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

See attached GMP summary of cost, dated 4/17/2024

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
	\$

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

Init.

§ A.2.3 Substantial Completion Unless the date of substantial completion is stated in the Agreement:

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work: [INSERT SUBSTANTIAL COMPLETION DATE IN THE A133 AGREEMENT UNLESS PARTIES AGREE OTHERWISE.]

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: June 30, 2024

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document Title Date Pages

§ A.3.1.2 The following Specifications: (Either list the Specifications here or refer to an exhibit attached to this Amendment.)

Exhibit A - Specifications

Section Title Date Pages

§ A.3.1.3 The following Drawings: (Either list the Drawings here or refer to an exhibit attached to this Amendment.)

Exhibit B - Drawings

Number Title Date

§ A.3.1.4 The Sustainability Plan, if any: (If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date, and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title Date Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
------	-------

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

NA

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here or refer to an exhibit attached to this Amendment.)

GMP Summary of Cost
Exhibit A – Specifications
Exhibit B - Drawings

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

See GMP Summary of Cost

This Amendment to the Agreement entered into as of the day and year first written above.

CITY OF HERMISTON

[CB Construction, Inc.]

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

Byron Smith, City Manager

(Printed name and title)

Derek Howard President

(Printed name and title)

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:44:06 PT on 04/18/2024.

PAGE 1

This Amendment dated the day of April in the year 2024, is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 15 day of August in the year 2023 (the "Agreement")

...

City of Hermiston – Civic projects

City Hall, Basement IT Expansion

...

City of Hermiston
180 NE 2nd Street, Suite 211
Hermiston, OR 97838-1827

...

CB Construction, Inc.
1202 Adams Avenue
La Grande, OR 97850
541-786-5315

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Three hundred sixty-five thousand, one hundred forty-two dollars and 46/100 (\$ 365,142.46), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s ~~contingency~~; ~~contingency~~, alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

...

See attached GMP summary of cost, dated 4/17/2024

...

§

...

[] The date of execution of this Amendment.

PAGE 3

§ A.2.3 Substantial Completion Unless the date of substantial completion is stated in the Agreement:

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work: [INSERT SUBSTANTIAL COMPLETION DATE IN THE A133 AGREEMENT UNLESS PARTIES AGREE OTHERWISE.]

...

[] By the following date: June 30, 2024

...

(Either list the Specifications ~~here~~, here or refer to an exhibit attached to this Amendment.)

Exhibit A - Specifications

...

(Either list the Drawings ~~here~~, here or refer to an exhibit attached to this Amendment.)

Exhibit B - Drawings

...

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, ~~date~~ date, and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

PAGE 4

NA

...

(List any other documents or information ~~here~~, here or refer to an exhibit attached to this Amendment.)

GMP Summary of Cost

Exhibit A – Specifications

Exhibit B - Drawings

...

See GMP Summary of Cost

...

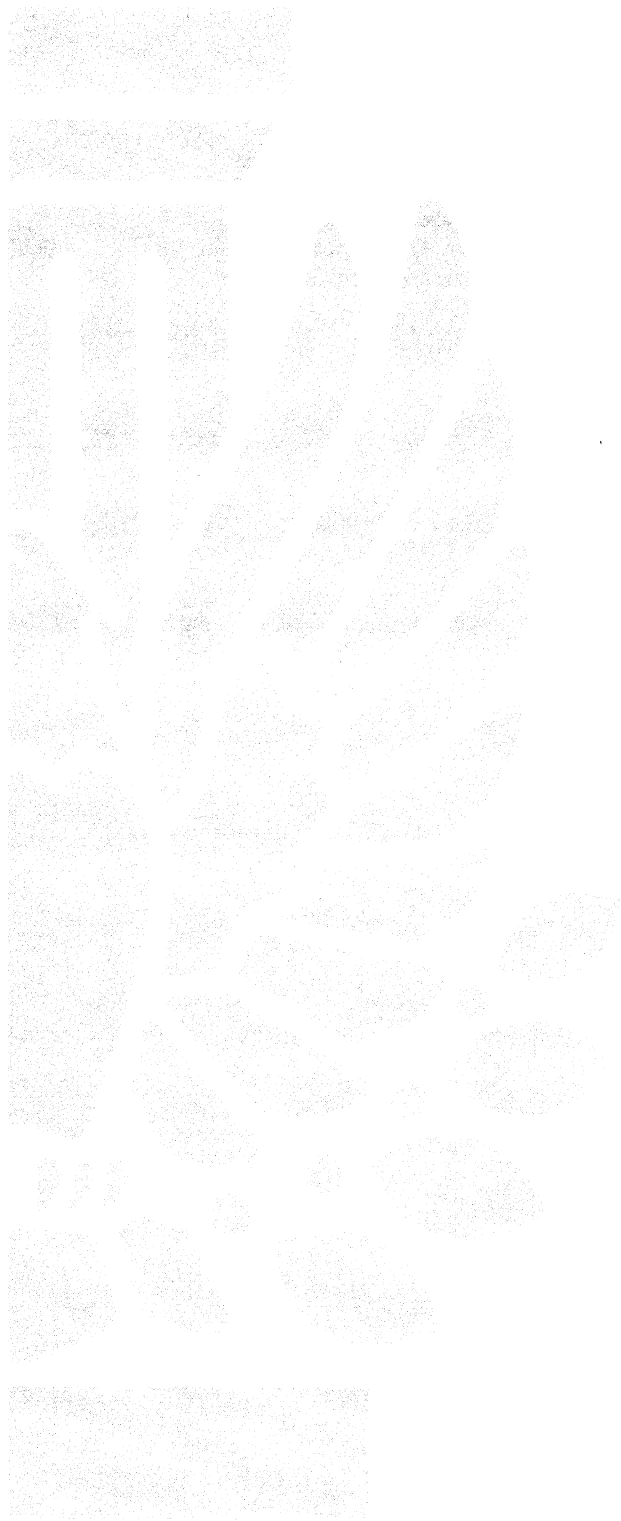
CITY OF HERMISTON

[CB Construction, Inc.]

...

Byron Smith, City Manager

Derek Howard, President



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:44:06 PT on 04/18/2024 under Order No. 4104250026 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA[®] Document A133[®] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the day of April in the year 2024, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the day of August in the year 2023 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

City of Hermiston – Civic projects

Harkenrider Senior Center, Interior Improvements

THE OWNER:
(Name, legal status, and address)

City of Hermiston
180 NE 2nd Street, Suite 211
Hermiston, OR 97838-1827

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

CB Construction, Inc.
1202 Adams Avenue
La Grande, OR 97850
541-786-5315

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Seven hundred eighty-six thousand, three hundred ten dollars & 38/100 (\$ 786,310.38), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency, alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

See attached GMP summary of cost, dated 4/18/2024

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
West Wall Mods and Trench drain	\$

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of execution of this Amendment.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

Init.

§ A.2.3 Substantial Completion Unless the date of substantial completion is stated in the Agreement:

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work: [INSERT SUBSTANTIAL COMPLETION DATE IN THE A133 AGREEMENT UNLESS PARTIES AGREE OTHERWISE.]

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: June 30, 2024

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ A.3.1.2 The following Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Amendment.)

Exhibit A - Specifications

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Amendment.)

Exhibit B - Drawings

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date, and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
------	-------

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

NA

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here or refer to an exhibit attached to this Amendment.)

GMP Summary of Cost
Exhibit A – Specifications
Exhibit B - Drawings

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

See GMP Summary of Cost

This Amendment to the Agreement entered into as of the day and year first written above.

CITY OF HERMISTON

[CB Construction, Inc.]

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

Byron Smith, City Manager

(Printed name and title)

Derek Howard President

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:16:45 PT on 04/18/2024.

PAGE 1

This Amendment dated the day of April in the year 2024, is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the day of August in the year 2023 (the "Agreement")

...

City of Hermiston – Civic projects

Harkenrider Senior Center, Interior Improvements

...

City of Hermiston
180 NE 2nd Street, Suite 211
Hermiston, OR 97838-1827

...

(Name, legal status, and address)

CB Construction, Inc.
1202 Adams Avenue
La Grande, OR 97850
541-786-5315

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Seven hundred eighty-six thousand, three hundred ten dollars & 38/100 (\$ 786,310.38), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's ~~contingency~~; contingency, alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

...

See attached GMP summary of cost, dated 4/18/2024

...

West Wall Mods and Trench drain §

...

[] The date of execution of this Amendment.

PAGE 3

§ A.2.3 Substantial Completion Unless the date of substantial completion is stated in the Agreement:

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work: [INSERT SUBSTANTIAL COMPLETION DATE IN THE A133 AGREEMENT UNLESS PARTIES AGREE OTHERWISE.]

...

[] By the following date: June 30, 2024

...

(Either list the Specifications ~~here~~, here or refer to an exhibit attached to this Amendment.)

Exhibit A - Specifications

...

(Either list the Drawings ~~here~~, here or refer to an exhibit attached to this Amendment.)

Exhibit B - Drawings

...

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, ~~date~~ date, and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

PAGE 4

NA

...

(List any other documents or information ~~here~~, here or refer to an exhibit attached to this Amendment.)

GMP Summary of Cost

Exhibit A – Specifications

Exhibit B - Drawings

...

See GMP Summary of Cost

...

CITY OF HERMISTON

[CB Construction, Inc.]

...

Byron Smith, City Manager

Derek Howard President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:16:45 PT on 04/18/2024 under Order No. 4104250026 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of April 22, 2024

Title/Subject

March 2024 Financial Report

Summary and Background

This is the monthly overview of the previous month's financial position reflecting year-to-date activity.

Tie-In to Council Goals

Fiscal Prudence

Fiscal Information

See Report

Alternatives and Recommendation

Alternatives

NONE

Recommended Action/Motion

Recommend/Request acceptance of the March 2024 Financial Report as presented.

Submitted By:

Ignacio Palacios, Finance Director

Byron Smith, City Manager

March 2024 Financial Report



Department of Finance
March 2024
(Unaudited)

FY2023-2024 Monthly Financial Report

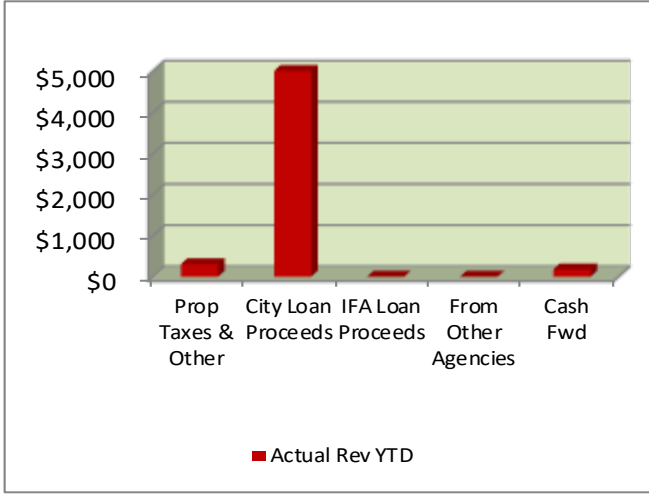
Section 11, Item A.

Hermiston Urban Renewal Agency (HURA)

For the Month Ending March 31, 2024

Resources Through March 31, 2024

by Category

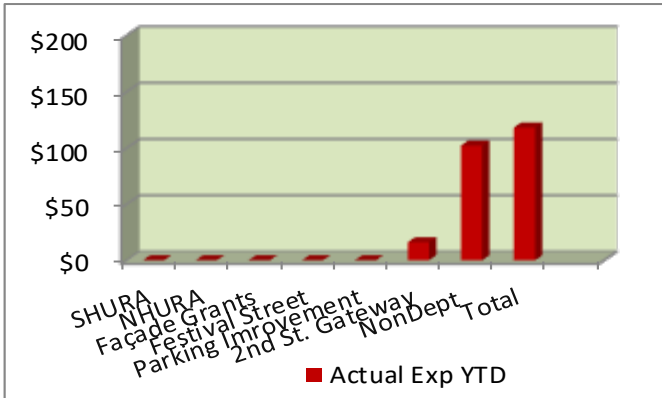


	Annual Proj Rev	Actual Rev YTD	% Var
Prop Taxes & Other	\$ 298	305	102%
City Loan Proceeds	\$ 5,000	5,000	100%
IFA Loan Proceeds	\$ 496	0	0%
From Other Agencies	\$ 50	1	2%
Cash Fwd	\$ 177	177	100%
Total	\$ 6,021	\$ 5,483	91%

Note: Variance is calculated as % of revenue YTD

Expenditures Through March 31, 2024

by Character (in \$1,000)



	Annual Proj Exp	Actual Exp YTD	% Var
SHURA	\$ 496	0	0%
NHURA	\$ 500	0	0%
Façade Grants	\$ 20	0	0%
Festival Street	\$ 3	0	0%
Parking Improvement	\$ 3	0	0%
2nd St. Gateway	\$ 360	16	4%
NonDept	\$ 4,639	102	2%
Total	\$ 6,021	\$ 118	2%

Note: variance is calculated as % of expenses YTD.

The FY2023-24 budget for the Urban Renewal Agency is \$6,020,966. This includes \$496,000 for the beginning of the SHURA project, \$500,000 for the beginning of NHURA projects, \$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 \$4,638,966 for Non-Departmental expenses.

FY2023-2024 Monthly Financial Report

Section 11, Item A.

City of Hermiston, Oregon

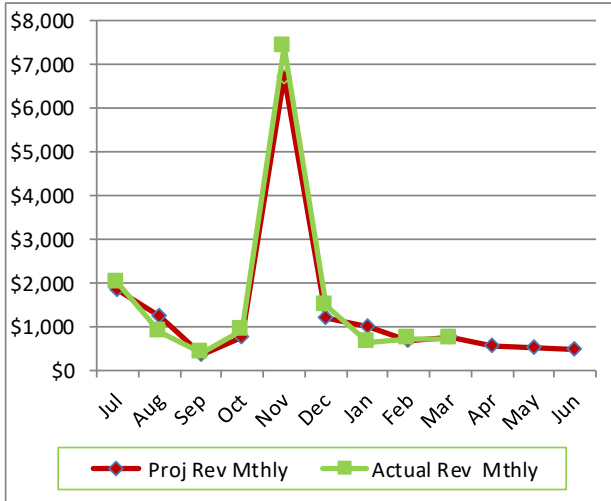
General Fund Resources

For the Month Ending March 31, 2024

General Fund Resources Summary

Through March 31, 2024

(in \$1,000)



	Proj Rev Mthly	Rev Proj Mthly	Actual Rev Mthly	Var Fav/ (Unfav)	% Var
Jul	\$ 1,855	\$ 1,855	\$ 2,011	\$ 156	8%
Aug	\$ 1,238	\$ 1,238	\$ 888	\$ (350)	-28%
Sep	\$ 375	\$ 375	\$ 428	\$ 53	14%
Oct	\$ 755	\$ 755	\$ 927	\$ 172	23%
Nov	\$ 6,743	\$ 6,743	\$ 7,389	\$ 647	10%
Dec	\$ 1,223	\$ 1,223	\$ 1,492	\$ 269	22%
Jan	\$ 1,010	\$ 1,010	\$ 652	\$ (358)	-35%
Feb	\$ 684	\$ 684	\$ 715	\$ 31	4%
Mar	\$ 780	\$ 780	\$ 727	\$ (53)	-7%
Apr	\$ 562	\$ 562	\$ -	\$ -	0%
May	\$ 522	\$ 522	\$ -	\$ -	0%
Jun	\$ 500	\$ 500	\$ -	\$ -	0%
Total YTD	16,248	16,248	15,229	566	3.5%
Cash Fwd	952	-	-	-	0%
Total	\$ 17,200	\$ 16,248	\$ 15,229	\$ 566	3.5%

Estimated General Fund revenues for the 2023-24 fiscal year are \$17,199,910. Projected revenues for March were **\$780,205** compared to actual revenues of **\$727,016**, an unfavorable variance of **\$53,189**. This is primarily due to timing of grant reimbursements.

FY2023-2024 Monthly Financial Report

City of Hermiston, Oregon

General Fund Resources

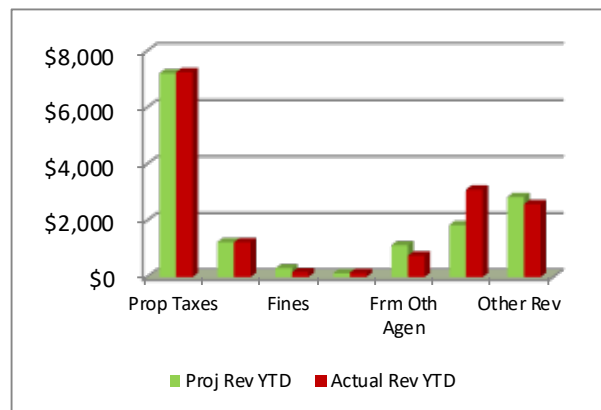
For the Month Ending March 31, 2024

General Fund - All Resources

Through March 31, 2024

by Category

(in \$1,000)



	Annual Proj Rev	Proj Rev YTD	Actual Rev YTD	Var Fav/ (Unfav)	% Var
Prop Taxes	\$ 7,426	\$ 7,204	\$ 7,244	\$ 40	1%
Lic & Fran	\$ 1,468	\$ 1,233	1,232	(1)	0%
Fines	\$ 400	\$ 308	171	(137)	-44%
Interest Rev	\$ 200	\$ 136	153	16	12%
Frm Oth Agen	\$ 1,235	\$ 1,120	756	(364)	-33%
Svc Chgs	\$ 2,575	\$ 1,836	3,093	1,257	68%
Other Rev	\$ 2,944	\$ 2,824	2,579	(244)	-9%
Cash Fwd	\$ 952	-	-	-	0%
Total	\$17,200	\$ 14,662	\$ 15,229	\$ 566	3.9%

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

FY2023-2024 Monthly Financial Report

Section 11, Item A.

City of Hermiston, Oregon

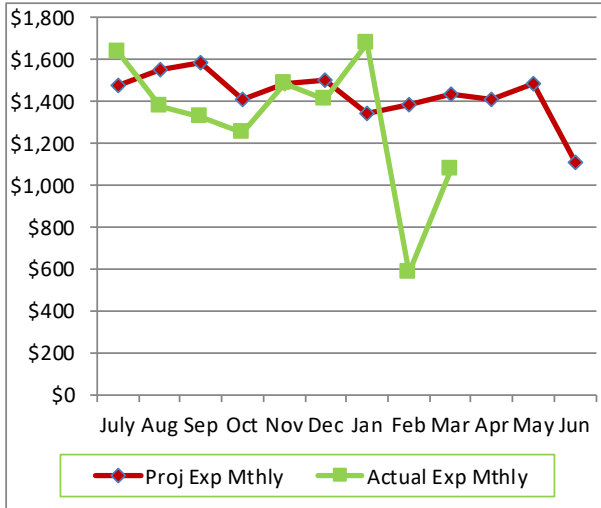
General Fund Expenditures

For the Month Ending March 31, 2024

General Fund Expenditure Summary

Through March 31, 2024

(in \$1,000)



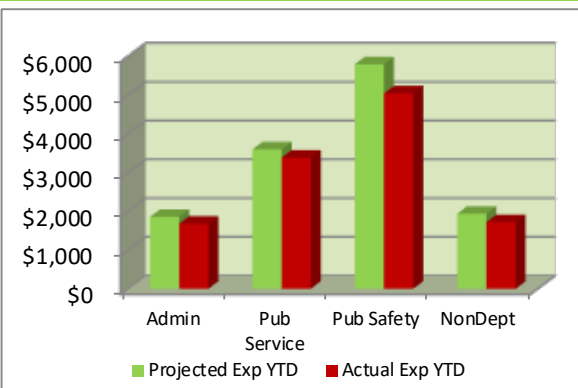
	Proj Exp Mthly	Proj Exp	Actual Exp Mthly	Var Fav/ (Unfav)	% Var
July	\$ 1,481	\$ 1,481	\$ 1,632	\$ (152)	-10%
Aug	\$ 1,552	\$ 1,552	\$ 1,377	\$ 175	11%
Sep	\$ 1,583	\$ 1,583	\$ 1,328	\$ 255	16%
Oct	\$ 1,412	\$ 1,412	\$ 1,249	\$ 163	12%
Nov	\$ 1,483	\$ 1,483	\$ 1,489	\$ (6)	0%
Dec	\$ 1,503	\$ 1,503	\$ 1,408	\$ 95	6%
Jan	\$ 1,341	\$ 1,341	\$ 1,676	\$ (335)	-25%
Feb	\$ 1,389	\$ 1,389	\$ 587	\$ 802	58%
Mar	\$ 1,435	\$ 1,435	\$ 1,078	\$ 357	25%
Apr	\$ 1,407	\$ 1,407			0%
May	\$ 1,484	\$ 1,484			0%
Jun	\$ 1,113	\$ 1,113			0%
Total YTD	17,184	17,184	11,825	1,355	7.9%
Contngcy		-	-	-	0%
Total	\$ 17,184	\$ 17,184	\$ 11,825	\$ 1,355	7.9%

Projected General Fund monthly expenditures for March were **\$1,435,211**. Actual expenditures were **\$1,078,084**, which is **\$357,127 less** than projected YTD for a **variance of 25%** for the month. Variance is due to the expenditure reclassification for the Public Safety building work totaling approximately \$71k from February 2024 and timing of annual city hall debt service totaling approximately \$256k.

General Fund Expenditures by Consolidated Department

Through March 31, 2024

(in \$1,000)



	Annual Proj Exp	Projected Exp YTD	Actual Exp YTD	Var Fav/ (Unfav)	% Var
Admin	\$ 2,454	1,855	1,679	176	9%
Pub Service	4,722	3,596	3,384	213	6%
Pub Safety	7,428	5,793	5,042	751	13%
NonDept	2,580	1,935	1,720	215	11%
Unapp	-	-	-	-	0%
Total	\$17,184	\$ 13,180	\$ 11,825	\$ 1,355	10.3%

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

FY2023-2024 Monthly Financial Report

Section 11, Item A.

General Fund Expenditure Detail YTD For the Month Ending March 31, 2024

General Fund Expenditures by Department

	Annual Projected			Var Fav/ (Unfav)	% Var Fav/ (Unfav)
	Exp	Projected Exp YTD	Actual Exp YTD		
City Council	16,803	14,517	6,219	8,298	57%
City Manager/Legal	1,060,639	796,322	786,365	9,957	1%
City Planning	632,494	473,832	358,454	115,378	24%
Finance	744,168	570,782	528,204	42,578	7%
Total Administration	2,454,104	1,855,453	1,679,242	176,211	9%
Transportation	472,000	352,396	366,921	(14,525)	-4%
Airport	469,800	329,876	313,507	16,369	5%
Bldg Inspection	563,332	452,551	418,362	34,189	8%
Parks	708,205	531,799	514,512	17,287	3%
Parks/Utility Landscaping	44,115	25,091	15,074	10,017	40%
Pool	555,957	398,717	403,939	(5,222)	-1%
Municipal Buildings	148,244	110,796	103,433	7,363	7%
Library	890,512	688,944	629,686	59,258	9%
Recreation	618,930	508,701	443,380	65,321	13%
Community Center	192,772	152,177	134,167	18,010	12%
Harkenrider Center	58,010	45,152	40,581	4,571	10%
Total Public Services	4,721,877	3,596,201	3,383,562	212,639	6%
Court	710,237	571,873	484,731	87,142	15%
Public Safety Center	43,000	34,512	(45,389)	79,901	232%
Police Operations	6,674,505	5,186,645	4,602,924	583,721	11%
Total Public Safety	7,427,742	5,793,030	5,042,266	750,764	13%
Non-Departmental	2,580,094	1,935,071	1,719,974	215,097	11%
Unappropriated	0	0	0	0	0%
Total Non-Dept	2,580,094	1,935,071	1,719,974	215,097	11%
Total	17,183,817	13,179,754	11,825,044	1,354,710	10.3%

For March, FY2024

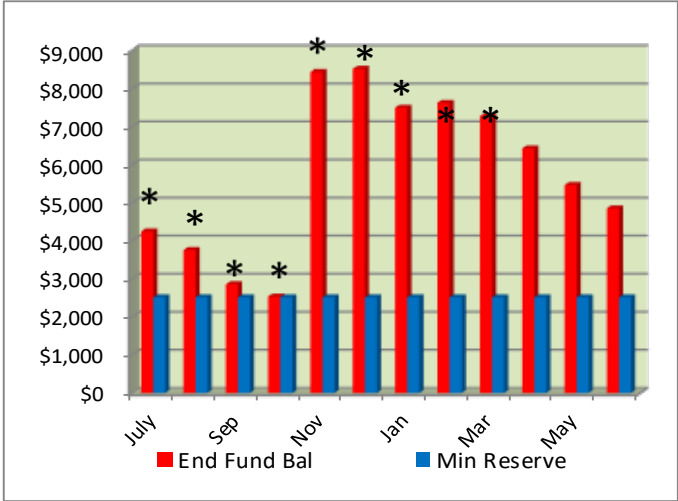
Total Administration is \$176,211 less than YTD projected. **Total Public Services** are \$212,639 less than YTD projected. **Public Safety** is \$750,764 less than YTD projected. **Non-Departmental** is \$215,097 less than YTD projected.

FY2023-2024 Monthly Financial Report

Fund Balance - General Fund

For the Month Ending March 31, 2024

General Fund **Through March 31, 2024**
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	\$ 888	\$ (1,377)	\$ 3,757	ACT*
Sep	\$ 3,757	\$ 428	\$ (1,328)	\$ 2,857	ACT*
Oct	\$ 2,857	\$ 927	\$ (1,249)	\$ 2,534	ACT*
Nov	\$ 2,534	\$ 7,389	\$ (1,489)	\$ 8,435	ACT*
Dec	\$ 8,435	\$ 1,492	\$ (1,408)	\$ 8,519	ACT*
Jan	\$ 8,519	\$ 652	\$ (1,676)	\$ 7,494	ACT*
Feb	\$ 7,494	\$ 715	\$ (587)	\$ 7,622	ACT*
Mar	\$ 7,622	\$ 727	\$ (1,078)	\$ 7,271	ACT*
Apr	\$ 7,271	\$ 562	\$ (1,407)	\$ 6,426	PROJ
May	\$ 6,426	\$ 522	\$ (1,484)	\$ 5,465	PROJ
June	\$ 5,465	\$ 500	\$ (1,113)	\$ 4,852	PROJ
Total	\$ 3,867	\$ 16,814	\$ 15,829	\$ 4,852	

The General Fund balance at the end March 2024 is approximately **\$7,271,000** which is **2.89 times** 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

Section 11, Item A.

Special Revenue Funds Report For the Month Ending March 31, 2024

Special Revenue Funds Resources & Requirements

	2023-24		Remaining
	Annual Budget	Actual YTD	Budget
02 Bonded Debt Fund			
Resources	626,677	455,988	170,689
Expenditures	527,920	501,209	26,711
Unappropriated Balance	98,757	N/A	N/A
05 Transient Room Tax (TRT)			
Resources	1,214,000	938,478	275,522
Expenditures	1,214,000	991,798	222,202
Unappropriated Balance	-	N/A	N/A
08 Reserve Fund			
Resources	43,348,200	6,873,058	36,475,142
Expenditures	42,253,806	9,310,347	32,943,459
Unappropriated Balance	1,094,394	N/A	N/A
11 Miscellaneous Special Revenue			
Resources	135,000	101,937	33,063
Expenditures	135,000	101,520	33,480
Unappropriated Balance	-	N/A	N/A
19 Christmas Express Special Revenue			
Resources	30,000	25,723	4,277
Expenditures	30,000	28,277	1,723
Unappropriated Balance	-	N/A	N/A
20 Law Enforcement Special Revenue			
Resources	36,014	5,325	30,689
Expenditures	20,000	-	20,000
Unappropriated Balance	16,014	N/A	N/A
21 Library Special Revenue			
Resources	33,000	9,715	23,285
Expenditures	33,000	1,320	31,680
Unappropriated Balance	-	N/A	N/A
23 Enterprise Zone Project Fund			
Resources	4,148,699	500,000	3,648,699
Expenditures	3,388,325	781,450	2,606,875
Unappropriated Balance	760,374	N/A	N/A
25 EOTEC Operations			
Resources	2,435,644	1,172,369	1,263,275
Expenditures	2,435,644	1,184,276	1,251,368
Unappropriated Balance		N/A	N/A
26 IT Services			
Resources	1,270,034	956,917	313,117
Expenditures	1,270,034	845,887	424,147
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 11, Item A.

Utility and Street Funds Report

For the Month Ending March 31, 2024

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	1,568,354	2,155,988	587,635	37%
Expenditures	2,450,581	1,837,936	1,813,992	23,944	1%
Contingency	-	N/A	N/A	N/A	N/A

06 Utility Fund					
Resources	13,537,397	8,342,625	9,216,065	873,440	10%
Expenditures	12,703,567	9,527,675	7,457,305	2,070,370	22%
Contingency	833,830	N/A	N/A	N/A	N/A

13 HES Fund					
Resources	13,113,053	7,626,746	8,074,873	448,127	6%
Expenditures	10,774,749	8,081,062	7,984,475	96,587	1%
Contingency	2,338,304	N/A	N/A	N/A	N/A

15 Regional Water Fund					
Resources	1,890,428	1,013,250	995,002	(18,248)	-2%
Expenditures	1,223,306	917,480	820,678	96,802	11%
Contingency	667,122	N/A	N/A	N/A	N/A

All four of these funds are projected on a straight line, 1/12th of budgeted expense or revenue per month.

Revenues for the **Street Fund** are **\$587,635 more** than projected. Expenditures are **\$23,944 below** projected.

Revenues in the **Utility Funds** are **\$873,440 above** projected. Expenditures are **\$2,070,370 below** projected.

The **HES Fund** revenue is **\$448,127 more** than projected. Expenditures are **\$96,587 below** projected.

The **Regional Water Fund** revenues are **\$18,248 less** than projected. Expenditures are **\$96,802 less** than projected.

FY2023-24 Monthly Financial Report
 City of Hermiston, Oregon
 Utilities/Streets Capital Projects Report
 For the Month Ending March 31, 2024

	2023-2024 Budget	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,500,000	\$ 132,664	\$ 1,500,000	\$ 132,664	8.84%
N. 1st Place Reconstruction	\$ 4,110,390	\$ 1,973,704	\$ 4,110,390	\$ 1,973,704	48.02%
*Penney Ave Roadway Improvement	\$ 1,000,000	\$ 617,398	\$ 1,000,000	\$ 617,398	61.74%
AWS System Expansion - RWS	\$ 20,949,400	\$ 3,072,331	\$ 20,949,400	\$ 3,072,331	14.67%
Lead and Copper Program	\$ 400,000	\$ 134,414	\$ 400,000	\$ 167,733	41.93%
Well #5 Water System Improvements	\$ 775,000	\$ 464,754	\$ 775,000	\$ 464,754	59.97%
Well #6 Backup Generator	\$ 380,000	\$ 251,303	\$ 380,000	\$ 251,303	66.13%
*N. 1st Place Water Line Replacement	\$ 830,000	\$ 258,932	\$ 830,000	\$ 258,932	31.20%
Well #6 Chlorination	\$ 500,000	\$ 16,000	\$ 500,000	\$ 16,000	3.20%
Well #4 Control System	\$ 410,000	\$ 13,000	\$ 410,000	\$ 13,000	3.17%
Gladys & Main Waterline Replacement	\$ 100,000	\$ 65,532	\$ 1,180,000	\$ 65,532	5.55%
Lift Station #4 Rebuild	\$ 150,000	\$ 15,075	\$ 150,000	\$ 15,075	10.05%
*McDonald's & 395 Sewer Main Replacer	\$ 370,000	\$ 69,761	\$ 370,000	\$ 129,812	35.08%
AWS Cooling Discharge	\$ 805,000	\$ 111,400	\$ 805,000	\$ 111,400	13.84%
Total	\$ 32,279,790	\$ 7,196,268	\$ 33,359,790	\$ 7,178,238	21.52%

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: Additional Right of Way Acquisition process has begun with UPRR.

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” non-potable water main in Feedville Road.

Current Update: Contractor continues to work through materials acquisition and delivery and is on schedule to begin significant onsite work in the Spring.

****Work has been completed and/or accepted.***

FY2023-24 Monthly Financial Report
 City of Hermiston, Oregon
 Utilities/Streets Capital Projects Report
 For the Month Ending March 31, 2024

	2023-2024 Budget	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,500,000	\$ 132,664	\$ 1,500,000	\$ 132,664	8.84%
N. 1st Place Reconstruction	\$ 4,110,390	\$ 1,973,704	\$ 4,110,390	\$ 1,973,704	48.02%
*Penney Ave Roadway Improvement	\$ 1,000,000	\$ 617,398	\$ 1,000,000	\$ 617,398	61.74%
AWS System Expansion - RWS	\$ 20,949,400	\$ 3,072,331	\$ 20,949,400	\$ 3,072,331	14.67%
Lead and Copper Program	\$ 400,000	\$ 134,414	\$ 400,000	\$ 167,733	41.93%
Well #5 Water System Improvements	\$ 775,000	\$ 464,754	\$ 775,000	\$ 464,754	59.97%
Well #6 Backup Generator	\$ 380,000	\$ 251,303	\$ 380,000	\$ 251,303	66.13%
*N. 1st Place Water Line Replacement	\$ 830,000	\$ 258,932	\$ 830,000	\$ 258,932	31.20%
Well #6 Chlorination	\$ 500,000	\$ 16,000	\$ 500,000	\$ 16,000	3.20%
Well #4 Control System	\$ 410,000	\$ 13,000	\$ 410,000	\$ 13,000	3.17%
Gladys & Main Waterline Replacement	\$ 100,000	\$ 65,532	\$ 1,180,000	\$ 65,532	5.55%
Lift Station #4 Rebuild	\$ 150,000	\$ 15,075	\$ 150,000	\$ 15,075	10.05%
*McDonald's & 395 Sewer Main Replacer	\$ 370,000	\$ 69,761	\$ 370,000	\$ 129,812	35.08%
AWS Cooling Discharge	\$ 805,000	\$ 111,400	\$ 805,000	\$ 111,400	13.84%
Total	\$ 32,279,790	\$ 7,196,268	\$ 33,359,790	\$ 7,178,238	21.52%

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: Contractor has completed 100% of the work, with no lead detected.

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: Work has been completed.

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: Awaiting final training from Cummins (generator supplier).

FY2023-24 Monthly Financial Report
 City of Hermiston, Oregon
 Utilities/Streets Capital Projects Report
 For the Month Ending March 31, 2024

	2023-2024 Budget	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,500,000	\$ 132,664	\$ 1,500,000	\$ 132,664	8.84%
N. 1st Place Reconstruction	\$ 4,110,390	\$ 1,973,704	\$ 4,110,390	\$ 1,973,704	48.02%
*Penney Ave Roadway Improvement	\$ 1,000,000	\$ 617,398	\$ 1,000,000	\$ 617,398	61.74%
AWS System Expansion - RWS	\$ 20,949,400	\$ 3,072,331	\$ 20,949,400	\$ 3,072,331	14.67%
Lead and Copper Program	\$ 400,000	\$ 134,414	\$ 400,000	\$ 167,733	41.93%
Well #5 Water System Improvements	\$ 775,000	\$ 464,754	\$ 775,000	\$ 464,754	59.97%
Well #6 Backup Generator	\$ 380,000	\$ 251,303	\$ 380,000	\$ 251,303	66.13%
*N. 1st Place Water Line Replacement	\$ 830,000	\$ 258,932	\$ 830,000	\$ 258,932	31.20%
Well #6 Chlorination	\$ 500,000	\$ 16,000	\$ 500,000	\$ 16,000	3.20%
Well #4 Control System	\$ 410,000	\$ 13,000	\$ 410,000	\$ 13,000	3.17%
Gladys & Main Waterline Replacement	\$ 100,000	\$ 65,532	\$ 1,180,000	\$ 65,532	5.55%
Lift Station #4 Rebuild	\$ 150,000	\$ 15,075	\$ 150,000	\$ 15,075	10.05%
*McDonald's & 395 Sewer Main Replacer	\$ 370,000	\$ 69,761	\$ 370,000	\$ 129,812	35.08%
AWS Cooling Discharge	\$ 805,000	\$ 111,400	\$ 805,000	\$ 111,400	13.84%
Total	\$ 32,279,790	\$ 7,196,268	\$ 33,359,790	\$ 7,178,238	21.52%

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: Bids were opened in mid-March, with construction anticipated to begin in early summer.

FY2023-24 Monthly Financial Report
 City of Hermiston, Oregon
 Utilities/Streets Capital Projects Report
 For the Month Ending March 31, 2024

	2023-2024 Budget	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,500,000	\$ 132,664	\$ 1,500,000	\$ 132,664	8.84%
N. 1st Place Reconstruction	\$ 4,110,390	\$ 1,973,704	\$ 4,110,390	\$ 1,973,704	48.02%
*Penney Ave Roadway Improvement	\$ 1,000,000	\$ 617,398	\$ 1,000,000	\$ 617,398	61.74%
AWS System Expansion - RWS	\$ 20,949,400	\$ 3,072,331	\$ 20,949,400	\$ 3,072,331	14.67%
Lead and Copper Program	\$ 400,000	\$ 134,414	\$ 400,000	\$ 167,733	41.93%
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Lift Station #4 Rebuild	\$ 150,000	\$ 15,075	\$ 150,000	\$ 15,075	10.05%
*McDonald's & 395 Sewer Main Replacer	\$ 370,000	\$ 69,761	\$ 370,000	\$ 129,812	35.08%
AWS Cooling Discharge	\$ 805,000	\$ 111,400	\$ 805,000	\$ 111,400	13.84%
Total	\$ 32,279,790	\$ 7,196,268	\$ 33,359,790	\$ 7,178,238	21.52%

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: Work has been completed and accepted.

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 into 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: Contractor continues to work through materials acquisition, with work anticipated to begin in earnest in Spring.

**FY2023-24 Monthly Financial Report
City of Hermiston, Oregon
Other City Capital Projects Report
For the Month Ending March 31, 2024**

	2023-2024 Budget	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Hangar Replacement	\$ 1,100,000	\$ 99,924	\$ 1,100,000	\$ 99,924	9.08%
Teen Adventure Park	\$ 591,049	\$ 485,722	\$ 591,049	\$ 485,722	82.18%

Hangar Replacement (\$1,100,000)

Previous “Open-T Hangar” will be removed, and replaced by a new 10-unit enclosed T-Hangar, with approximately 90% of the project costs paid for by State and Federal Grant Funding

Current Update: Bids were opened with construction work anticipated to begin in May and run through the Fall. Tenants of the Open-T Hangars have vacated the structure, with a local company mobilizing in April to deconstruct and remove the old structure.

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: The Skatepark construction has been completed and given a partial approval with ADA accessibility issues resolved. Per the requirements of Planning Commission, this spring will see the construction of the sidewalk/curb/gutter system from the edge of the school district property following along skatepark property to the intersection of S 1st St and W Orchard Ave. A dedication/ribbon cutting will take place on May 11th.