



CITY COUNCIL

AGENDA

MONDAY, SEPTEMBER 28, 2026

COUNCIL CHAMBERS - 180 NE 2ND ST.

Where Life is Sweet

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

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

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

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

1. **CALL REGULAR MEETING TO ORDER – 7:00 PM**
2. **DECLARATION OF QUORUM**
3. **FLAG SALUTE**
4. **PROCLAMATIONS & PRESENTATIONS**

A. Proclamation- Water Professionals Appreciation Week. Recognizing the dedicated water-related city staff for their role in supporting the public health, economy, and environment.

B. Presentation- Introduction of Youth Advisory Council

C. Presentation- Retail Strategies

5. **CITIZEN INPUT ON NON-AGENDA ITEMS**

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

6. CONSENT AGENDA

- A. Liquor License Application- Change of Location- Ye Olde Pizza Shoppe to be located at 1823 S. HWY 395.
- B. Liquor License Application- Change of Owner- Grocery Outlet located at 1875 N 1st Street
- C. Committee Vacancy Announcement
- D. Minutes of the July 13th, Public Safety Committee Meeting
- E. Minutes of the August 10, Public Finance Committee
- F. Minutes of the August 24th, City Council Regular Meeting
- G. Minutes of the September 14th, City Council Regular Meeting

7. ITEMS REMOVED FROM CONSENT AGENDA

8. ORDINANCES AND RESOLUTIONS

- A. Ordinance No. 2385 – Amend Article V of Chapter 33 titled Initiative and Referendum
- B. Ordinance No. 2386- Annexation 4N2814BC Tax Lot 400 Thomas Property 1250 SE 4th St
- C. Resolution 2441: Wastewater & Domestic Water Utility Agreement.

9. OTHER

- A. TSP Final Revisions Briefing
- B. Length of Loan Term on Local Improvement District Loans
- C. August 2026 Monthly Financial Report

10. COMMITTEE REPORTS

A. City Committee and Liaison:

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

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

F. Manager's Report

11. RECESS FOR EXECUTIVE SESSION- At or After 8:00 PM

- A. An Executive Session will convene pursuant to ORS 192.660 (2) (g) which allows the Council to meet in Executive Session for the purpose of discussing preliminary negotiations involving matters of trade or commerce.

12. ADJOURN

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

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



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of September 28, 2026

Title/Subject

Recognizing the dedicated water-related city staff for their role in supporting the public health, economy, and environment.

Summary and Background

City of Hermiston staff play a critical role in all facets of water management from drinking water, wastewater, and stormwater.

The City of Hermiston's Water Department 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 well over \$2 billion of assessed property value, or more than 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 by 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.

The City of Hermiston's Recycled Water Department staff operates a system which collects all household, commercial, and industrial waste which mixes with water and goes down the drain anywhere within the city. From there, that waste travels through more than 77 miles of publicly maintained sewer main spread across 37 basins serving more than 3,300 acres and more than 20,000 residents and businesses. Our staff works daily to ensure that all of the fats, oils,

greases, and other inappropriate items which make their way in to the system, like tree roots, don't cause blockages which could back up in to homes, businesses, streets, or local streams.

In addition to cleaning and maintaining lines, our staff works every day to maintain the nine lift stations spread throughout the community. These crucial pumps and motors require constant attention to move the waste through the collection system to the Recycled Water Treatment Plant.

Once the waste reaches the treatment plant, we are proud of the fact that our staff performs a still highly unique, complex, and important process to transform the more than 1.3 million gallons which come to it every day from "waste water," which could otherwise cause harm to people, plants, animals, and property who may come in to contact with it, in to "Recycled Water." Our innovative treatment process requires the focus of our highly skilled staff in performing dozens of chemical, biological, and mechanical treatment functions which results in "Class-A" recycled water which is then beneficially supplied to local irrigators to support our agricultural economy in the summer time, and discharged to the Umatilla River in the wintertime in a form clean enough for human consumption.

The City of Hermiston's Street Department staff also plays a vital role in protecting our homes, businesses, and local water resources by managing the rain, snow, and ice that falls on the more than 80 miles of roadways in the community. Despite our arid climate, more than 100 million gallons of water per year falls on our roadways and makes its way through many miles of gutters, stormwater intakes, underground pipes, and lift stations prior to reaching our local groundwater, streams, and river systems.

Street department staff works every day to sweep our roads and gutters of trash, dirt, and debris that accumulates oil and other contaminants that would otherwise be washed in to our stormwater systems. Staff also cleans out hundreds of stormwater catch-basins to further prevent other contamination and blockages which could create damaging flooding in our neighborhoods.

Our Water, Recycled Water, and Streets staff have always performed these functions day in and day out, rain or shine, whether it's 118 degrees, or minus 18 degrees, or even through a global pandemic. Thankfully these functions are carried out without the 20,000 residents of Hermiston ever having to think twice about them, but we want to think about them now and specifically recognize the hard work of our 28 Public Works Staff who have collectively dedicated nearly 340 years of service to the residents of Hermiston. As part of Oregon Water Professionals Appreciation Week, we want to thank:

Streets

Name	Years of Service to the Residents of Hermiston
Isaac Barajas	3
Adam Cline	7
Roberto Herrera	12
Jacob Joyes	5
Alan Phillips	20
Gabriel Zacharias	3

Recycled Water

Name	Years of Service to the Residents of Hermiston
Matthew Beatty	1
Matthew Chieuchin (Chechin)	1
Robert Curry	4
Richard Dutcher	8
Yahir Estrada-Villagrana	1
James Hankinson III	8
Jesus Perches	4
Eric Rivera	1
Bill Schmittle	29
Kent Schnell	14
Chantel Waldo	1
Everett Westmoreland	1
Thomas Wiley	18

Water

Name	Years of Service to the Residents of Hermiston
Chad Atkins	5
Sean Basford	33
Roy Bicknell Jr	37
Fernando Cervantes	28
Scott Dammeyer	18
David Estrada	26
Jorge Gonzalez-Murillo	18
Jason Lohman	4
Alex McCann	29

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



WATER PROFESSIONALS' WEEK PROCLAMATION



WHEREAS, Oregon has designated the first Saturday in October through the following Sunday as Water Professionals Appreciation Week to recognize those who provide essential water services throughout the state; 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, water professionals maintain the essential systems that provide safe drinking water, collect and treat wastewater, manage stormwater, maintain critical infrastructure, respond to emergencies, and protect public health and the environment; and

WHEREAS, our City's Water Department maintains two major water systems that collectively produce approximately two billion gallons of water each year, providing safe and reliable drinking water to more than 20,000 residents and businesses while also supporting regional agriculture, electricity generation, and other vital infrastructures; and

WHEREAS, our City's Recycled Water Department collects and treats more than 1.3 million gallons of wastewater each day, transforming it into Class A recycled water, while the Street Department manages stormwater and helps protect homes, businesses, groundwater, streams, and rivers from flooding and contamination; and

WHEREAS, Hermiston's 28 Water, Recycled Water, and Street Department employees have collectively dedicated nearly 340 years of service to the community, performing this essential work through extreme temperatures and other challenging conditions while remaining available through on call service to respond to emergencies after hours; often without the public ever having to think twice about the services they provide.

NOW, THEREFORE, I, Doug Primmer, Mayor of Hermiston, Oregon do hereby proclaim October 3-11, 2026, as Water Professionals Appreciation Week.

SIGNED this 28th day of September 2026

Doug Primmer, Mayor



TO: City Manager Byron Smith
FROM: Chief Jason Edmiston
DATE: September 14th, 2026
SUBJECT: Liquor License Application – Ye Olde Pizza Shoppe

After reviewing the change of location liquor license application for Ye Olde Pizza Shoppe to be located at 1823 S. Highway 395, Hermiston, I find nothing of substance after performing a criminal history check consistent with established parameters utilized by the city, to deny the application submitted by Jasper and Megan Sabatino.

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

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



OREGON LIQUOR & CANNABIS COMMISSION

Local Government Recommendation – Liquor License

Annual Liquor License Types

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

Section 1 – Submission – To be completed by Applicant:

License Information

Legal Entity/Individual Applicant Name(s): Ye Olde Pizza Shoppe LLC

Proposed Trade Name: YOPS

Premises Address: 1823 S HWY 395

Unit:

City: Hermiston

County: Umatilla

Zip: 97838

Application Type: ☐ New License Application ☐ Change of Ownership ☒ Change of LocationLicense Type: Full On Premises ☐ Additional Location for an Existing License

Application Contact Information

Contact Name: Jasper

Phone: 503.255.1075

Mailing Address: po box 23

City: Stanfield

State: or

Zip: 97875

Email Address: jasper@yeoldepizzashoppe.com

Business Details

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

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

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

- ☒ Indoor Consumption ☒ Outdoor Consumption →

- ☒ Proposing to Allow Minors → Added 09/11/2024 / Jasper via phone - LA.

Section 1 continued on next page



OREGON LIQUOR & CANNABIS COMMISSION

Local Government Recommendation – Liquor License

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

Legal Entity/Individual Applicant Name(s): Ye Olde Pizza Shoppe LLC

Proposed Trade Name: YOPS

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

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

Local Government Recommendation Proof of Acceptance

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

City or County Name: City of Hermiston

Optional Date Received Stamp

Date Application Received: 09/11/2026

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



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

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

Name of Reviewing Official: Jason Edmiston

Title: Chief of Police

Date: 09/14/26

Signature:

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



TO: City Manager Byron Smith
FROM: Chief Jason Edmiston
DATE: September 17th, 2026
SUBJECT: Liquor License Application – Grocery Outlet

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

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

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



OREGON LIQUOR & CANNABIS COMMISSION

Local Government Recommendation – Liquor License

Annual Liquor License Types

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

Section 1 – Submission – To be completed by Applicant:

License Information

Legal Entity/Individual Applicant Name(s): GARLO ENTERPRISES LLC/ Antonio Garcia

Proposed Trade Name: Grocery Outlet Hermiston OR

Premises Address: 1875 N 1st Street

Unit: E

City: Hermiston

County: Umatilla

Zip: 97838

Application Type: ☐ New License Application ☒ Change of Ownership ☐ Change of Location

License Type: Off-Premises Sales ☐ Additional Location for an Existing License

Application Contact Information

Contact Name: Antonio Garcia

Phone:

Mailing Address: 1875 N 1st Street Ste E

City: Hermiston

State: OR

Zip: 97838

Email Address:

Business Details

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

☐ Manufacturing/Production

☒ Retail Off-Premises Sales

☐ Retail On-Premises Sales & Consumption

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

☐ Indoor Consumption

☐ Outdoor Consumption

☐ Proposing to Allow Minors

Section 1 continued on next page



OREGON LIQUOR & CANNABIS COMMISSION

Local Government Recommendation – Liquor License

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

Legal Entity/Individual Applicant Name(s): GARLO ENTERPRISES LLC/ Antonio Garcia

Proposed Trade Name: Grocery Outlet Hermiston OR

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

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

Local Government Recommendation Proof of Acceptance

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

City or County Name: City of Hermiston

Date Application Received: September 17, 2026

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



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

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

Name of Reviewing Official: Jason Edmiston

Title: Chief of Police

Date: 091726

Signature:

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



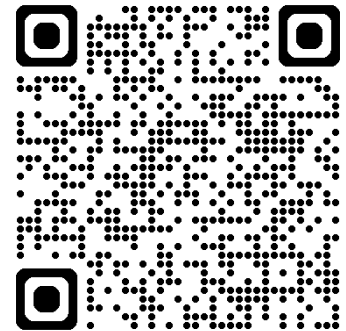
PUBLIC ANNOUNCEMENT

The City is accepting applications for the following Committees:

1. [Eastern Oregon Trade & Event Center](#) (Advertised 09/24/2026)
 - o Position 7, Representing the Community At-Large, remainder of a 3-year term ending June 30, 2028
2. [Airport Advisory Committee](#) (Advertised 08/20/2026)
 - o Position 1, with a 3-year term ending October 31, 2029
3. [Faith-Based Advisory Committee](#) (Advertised 08/20/2026)
 - o Position 1 & 2, with a 3-year term ending December 31, 2029
4. [Parks & Recreation Advisory Committee](#) (Advertised 08/20/2026)
 - o Position 7, with a 3-year term ending October 31, 2029

Deadline to apply for Committees: Open Until Filled

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



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



Public Safety Committee

Meeting Minutes

July 13, 2026

Mayor Primmer called the meeting to order at 6:15pm. Councilor Duron was present and Councilor Barron was excused. Staff in attendance included: City Manager Byron Smith, Chief Jason Edmiston, Operations Captain Scott Clark, Administrative Captain Robert Guerrero, Patrol Lieutenant Chris Martin, Communications Manager Amanda Hartsteen, Patrol Sergeants Doug Gill and Jarrod Flatau, School Resource/Patrol Officer Derrick Williams, Chaplain Terry Cummings, and Patrol Officers Deena Josue, Edward Martinez, and Cody Sherman, and City Recorder Lilly Alarcon-Strong.

Introductions & HPD Personnel Update

Hermiston's Police Department (HPD) Chief Jason Edmiston introduced members of HPD who were in the audience and stated Officer Cade MacInnes has been hired and will start with HPD on July 16th; Officer Cade has been an officer since 2021 and comes from Turner, Oregon. HPD is now in very competitive positions due to the benefits offered by the city which yielded several lateral applicants for one position, which is a very good thing for the department and City as a whole.

Building Renovations/Usage Update

Chief Edmiston stated since moving back into the renovated station, the HPD Team has been busy hosting trainings and meetings, including two sessions of a Proactive Behavioral Health trainer from Florida that were well attended by employees and spouses/significant others; as well as hosting regional intel meetings, an Intoxilyzer 8000 training course, several internal meetings, and a city department head meeting. Roll call meetings are also held every Tuesday at 9:30am which allows staff on duty to meet and discuss weekly goals. The newly renovated space is very much appreciated by the staff.

2nd Quarter (2026) Activity Report

Chief Edmiston reviewed the 2nd Quarter Activity Report (attached). Information was provided to include a decrease in the following: Total crime is down 20% from last year, this includes 23% reduction in violent crime from last year, a 25% deduction in property crime from the 10-year average, and burglaries at 56% and Larcenies at 21% down from the 10-year average.

With an increase in staffing also equates with an increase in several other categories to include: Officer-initiated activity at 47% from last year and 147% increase over the 10-year average, traffic at 100% from the 10-year average, total arrests are up 22% over the 10-year average, and total citations are up 19% from last year and 54% from the 10-year average.

4th of July 12-Hour Activity

Chief Edmiston read from an Observed Activity Report as written by Sergeant Gill, stating Sergeant Gill's Team responded to 129 calls for service in a 12-hour period. This included 61 fireworks-related complaints, 2 domestic incidents, a missing child call, 6 emergency 911 calls, 2 motor vehicle crashes, 1 DUII arrest, 4 dog-related calls, and numerous other miscellaneous calls, and seized an incredible number of illegal fireworks. The next morning the fire department assisted Corporal Miears with properly destroying the illegal fireworks in a safe manner as HPD has limited storage options for explosive materials.



Public Safety Committee

Meeting Minutes

July 13, 2026

Code Enforcement Update

Captain Guerrero gave Code Enforcement Updates to include:

- Code Enforcement returned to HPD from the Planning Department in late December and CEO Jake Best was officially released the first week of January 2026, where he and CEO met daily to discuss issues he is seeing and plan for action to address them.
- CEO Best attended the Oregon Code Enforcement Association spring conference in April where he was able to network and gain valuable information, ideas, and safety procedures from code enforcement officers/officials from around the State.
- CEO Best has recently adjusted his shift so that he works several hours during the weekend to address issues that occur during this time frame.
- CEO Best has a great working relationship with the officers at the HPD and his willingness to work shoulder to shoulder with patrol has not gone unrecognized, stating during a weekly meeting, officers voiced their appreciation for the work he is doing and how thankful they were that he had come in and started addressing the issues that took them away from proactively performing their own duties.
- While CEO's Best end goal is the visible and responsive enforcement of city code, he has also spent time educating the public about livability and nuisance issues affecting our city. He continues to meet mobile vendors regarding licensing and code violations, which was one of the reasons he adjusted his shift.
- CEO Best continues to address some well-known problem areas throughout the city, making a minimum of weekly visits and taking appropriate enforcement action. Some of these issues, while seeming obvious, have differing layers of complexity and related legal barriers, but he continues to make contact and document his findings so that once we are able to take more extensive action, we will have the background to move forward.
- Regarding Chickens: CEO Best has been dealing with roaming chickens for several weeks. One of the unforeseen issues this highlighted was the lack of facilities willing and able to take them if captured. We were able to solve this a couple of weeks ago and hope this gives us a route to offer those who have realized their chickens have "flown the coop" and are too much to manage in the city.
- CEO Best has also fielded multiple complaints or inquiries regarding construction in different parts of the city.
- Though not always able to take any enforcement action, he addresses the public and those making reports with courtesy and promptness and HPD has had a couple of notes come into the department from complainants, letting us know they appreciated the work he has done.
- Complaints at 125 W. Cherry: The current resident had been in and out of prison but is now actively trespassing people from this property and is having other agencies assist him with this plan; he has also agreed to clean the property with assistance from HPD with a dumpster being delivered on Monday 7/13.
- Statistics: Since January 1, 2026, the following enforcement activity has been conducted:
 - Cases Completed: 26- Cases are pulled when citations are issued or for Impounded Vehicles and Graffiti
 - Incidents Generated: 539- Incidents are generated by calls or notifications from the public or initiated by CEO Best himself.



Public Safety Committee

Meeting Minutes

July 13, 2026

Past/Upcoming Events

- National Night Out – Tuesday, August 4th
- Umatilla County Fair Parade - Saturday, August 8th
- Umatilla County Fair – Wednesday, August 12th through Saturday, August 15th

Municipal Court Update

Court Administrator Jillian Viles presented information (attached) regarding: Traffic Violation processes and statistics, as well as website updates that allow the public to do everything online that they could do if they came in-person, including signing paperwork, attach photos and other documents, and more. The new site has been very useful to the public and successful and allows staff to be more efficient. The Municipal Court is also working with the HPD to add QR codes on citations “e-cites” so the public can do everything online instead of having to appear in-person. E-cites is expected to dramatically decrease the Failures-to-Appear warrants issued.

Mayor Primmer commented on what a great service these items will provide to the public and asked that the departments consider sending out information regarding the new available tools but also warning of potential scammers as well.

Questions, Comments, Concerns

Mayor Primmer thanked the Police Department for all the work they are doing and stated he is proud to be affiliated with the City’s Police Department as he constantly hears good things about HPD.

Public Comment

Bethany Adair, Hermiston resident- spoke regarding the dangers of children under the age of 16 operating electric scooters stating the scooters can operate at a high velocity and children not wearing helmets or obeying traffic rules. Recently children in her neighborhood operating electric scooters were stuck by a vehicle as the children were going very fast and ran a stop sign. HPD was called and officers arrived on scene, but this situation could have been fatal. Mrs. Adair asked that HPD work with elementary and middle schools to educate and enforce current laws or not allow scooters to be used to and from school.

Adjournment

There was no other business, and the meeting was adjourned at 6:51pm.

HERMISTON POLICE DEPARTMENT



Mission Statement

Without fear or favor and in partnership with our diverse community, we will create and maintain a safe environment with the reduction of crime through problem-oriented and community-based policing strategies. The quality of life for those we serve takes precedent over our individual needs.

2nd QUARTER ACTIVITY REPORT

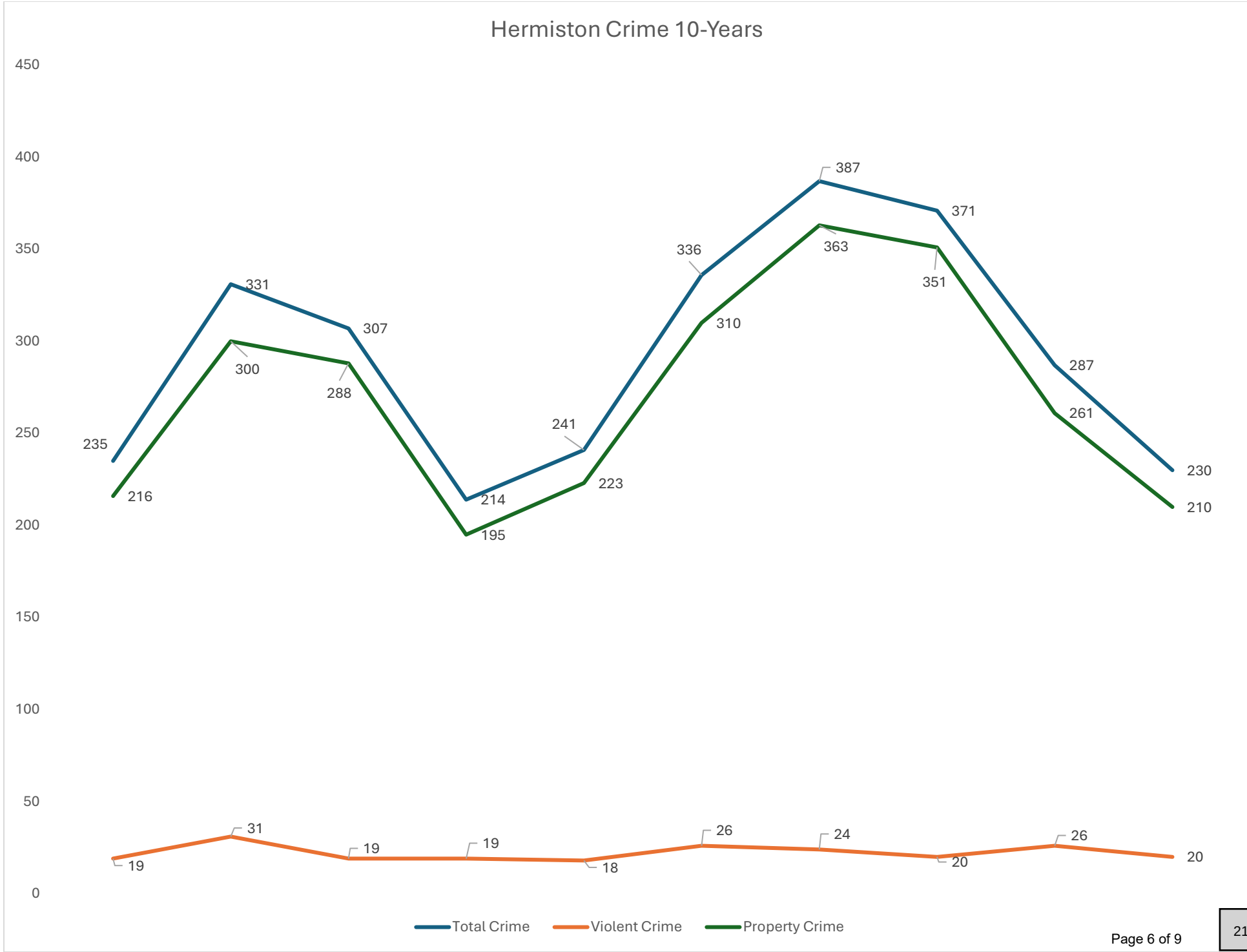
2026

<u>Incident Type</u>	2017	2018	2019	2020	2021	2022	2023	2024	2025	Avg	Normal Range	2026	% Change Avg-'26	% Change '25-'26
Homicide	1	1	0	2	2	0	1	0	6	1	-1-4	0	-100%	-100%
Rape	1	5	3	4	5	3	2	8	2	4	0-2	2	-50%	0%
Robbery	1	5	4	5	4	4	3	2	3	3	3-4	3	0%	0%
Aggravated Assault	16	20	12	8	7	19	18	10	15	14	9-19	15	7%	0%
Burglary	25	51	39	26	36	22	22	11	13	27	18-36	12	-56%	-8%
Larceny	167	228	226	148	171	263	313	322	235	230	175-285	182	-21%	-23%
Auto Theft	23	21	22	17	14	25	25	13	13	19	13-25	15	-21%	15%
Arson	1	0	1	4	2	0	3	5	0	2	0-4	1	-50%	100%
TOTAL	235	331	307	214	241	336	387	371	287	301	247-355	230	-24%	-20%
TOTAL VIOLENT	19	31	19	19	18	26	24	20	26	22	19-26	20	-9%	-23%
TOTAL PROPERTY	216	300	288	195	223	310	363	351	261	279	225-332	210	-25%	-20%
POPULATION	17345	17520	17730	17985	18200	18775	19354	19696	19973	20322				

Hermiston Police Department 2017-2026 Crime Stats

January through June 10-year Trends

Hermiston Crime 10-Years

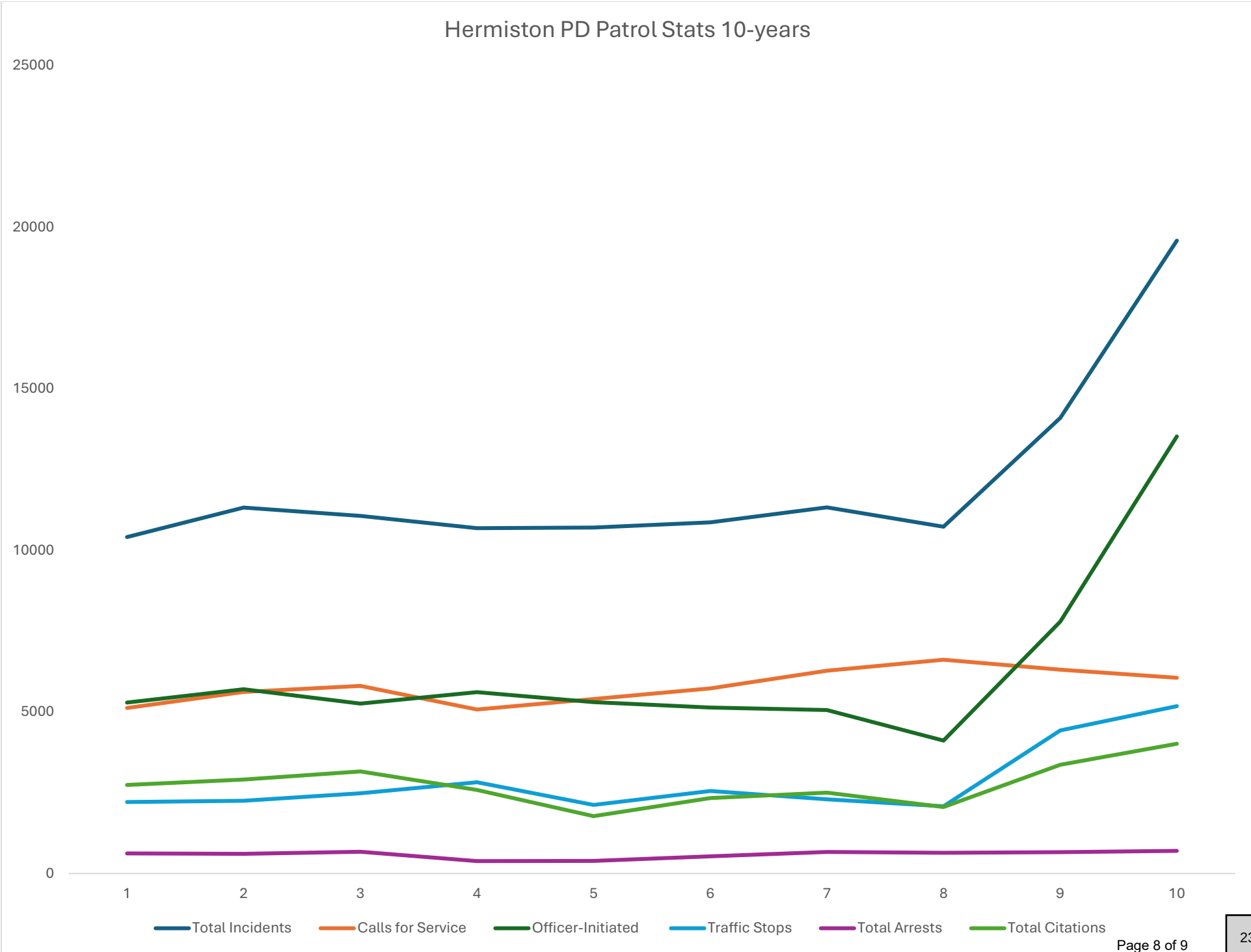


Hermiston Police Department 2017-2026 Patrol Stats - January through June

Incident Type	2017	2018	2019	2020	2021	2022	2023	2024	2025	Avg	Normal Range	2026	% Change Avg-'26	% Change '25-'26
Total Incidents	10412	11326	11067	10686	10704	10864	11332	10730	14099	11247	9950-12543	19584	74%	39%
Calls for Service	5124	5620	5809	5076	5400	5728	6273	6616	6306	5772	5334-6211	6059	5%	-4%
Officer Initiated Activity	5288	5706	5258	5610	5304	5136	5059	4114	7793	5474	4246-6702	13525	147%	74%
Traffic Stops	2211	2249	2484	2825	2126	2553	2299	2081	4428	2584	1703-3465	5179	100%	17%
Case Investigations	1496	1648	1678	1118	1235	1438	1655	1518	1386	1464	1324-1603	1485	1%	7%
Total Arrests	622	608	674	385	389	531	665	643	662	575	469-682	702	22%	6%
Misdemeanor Arrests	437	437	495	249	284	405	507	515	543	430	335-526	565	31%	4%
Felony Arrests	185	171	179	136	105	126	158	128	119	145	128-163	137	-6%	15%
Total Citations	2738	2909	3158	2589	1776	2335	2506	2060	3365	2604	2065-3143	4016	54%	19%

POPULATION	17345	17520	17730	17985	18200	18775	19354	19696	19973
------------	-------	-------	-------	-------	-------	-------	-------	-------	-------

20322

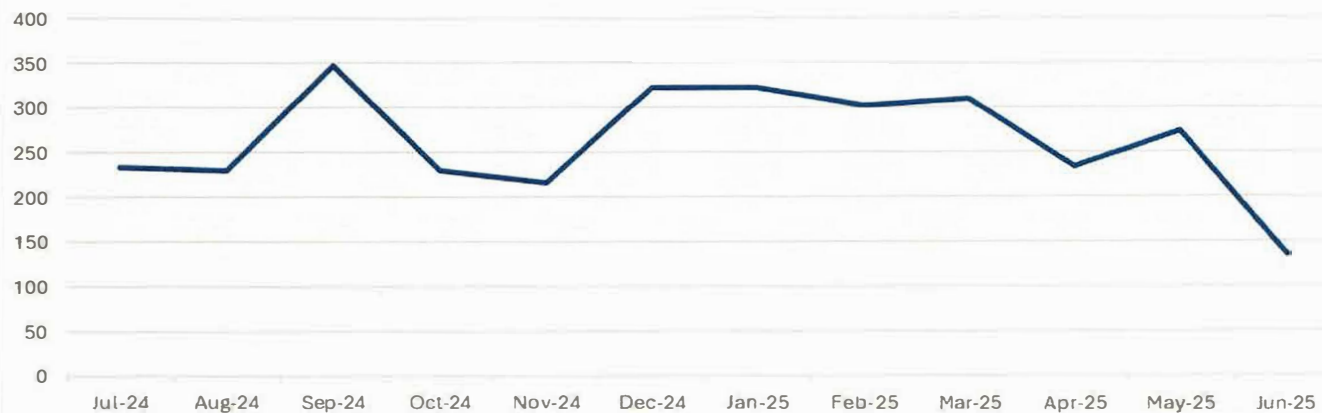




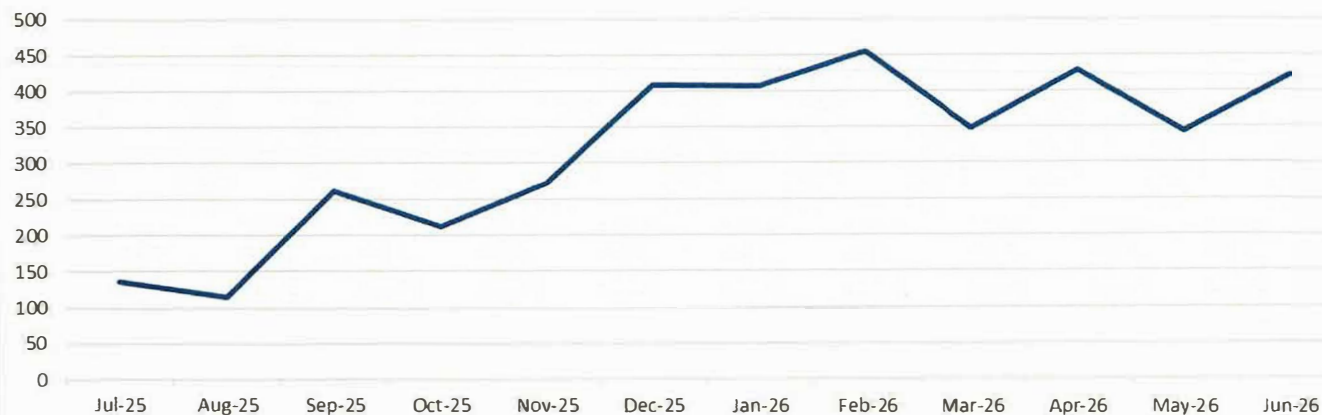
**Municipal
Court**

Public Safety Committee July 13th, 2026

Traffic Violations FY 25



Traffic Violations FY26



Traffic Offenses

	Monthly Average	Total Offenses
FY 22	190	2274
FY 23	125	1507
FY 24	118	1418
FY 25	262	3153
FY 26	316	3803

2400 offenses for the first 6 months of 2026 calendar year.



Where Life is Sweet

Public Finance Committee Meeting Minutes

August 10, 2026

Mayor Primmer called the meeting to order at 6:00pm. Councilors Linton and Kelso were present. City staff in attendance included: City Manager Byron Smith, Finance Director Ignacio Palacios, City Recorder Lilly Alarcon-Strong and Records Retention Clerk Dawne Shaw.

Finance Director Palacios presented information (PowerPoint Presentation attached) and the Committee spoke regarding:

- **Finance Department Update** – Brief overview and highlights of various funds; Finance Director Palacios noted they are keeping an eye on the Regional Water System, EOTEC and HES funds. He noted the current projects and activities going on around the city; and discussed department staffing challenges.
- **Monthly Financial Report Changes**- The requested changes were made to the monthly report to call out alarms more clearly.
- **Financial Report & Five-Year Forecast Project(s)**- The digitization project is currently paused due to issues with the technology. He noted that other projects are still prioritized but are paused due to the personnel shortage.
- **Check Register Review**
Finance Director Palacios reviewed the large payment registry found in the agenda packet and noted the added description column, as requested. He answered questions regarding specific payments.

Committee Questions or Comments

Councilor Kelso stated it is a great update and noted his appreciation for the Finance Director's time and effort.

Mayor Primmer agreed with Councilor Kelso's comments and stated that his ambition for this committee was exactly this - so they can take a deeper view into things and have questions answered and to have transparency for the public.

Public Comment

None given.

Adjourn

Mayor Primmer adjourned the meeting at 6:23pm.



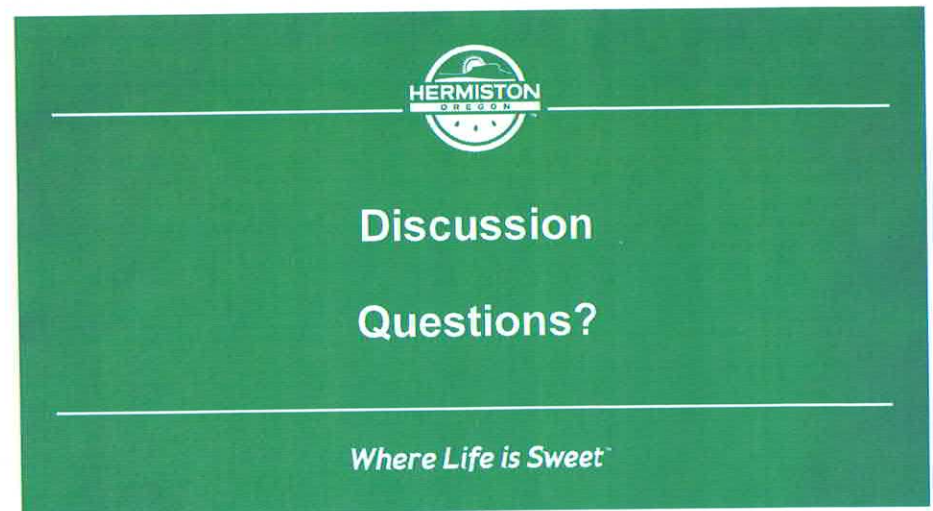
Public Finance Committee

- Finance Department Update
 - 2025-26 Budget
 - Challenges
- Monthly Financial Report Changes
 - Update



Public Finance Committee

- Projects
 - Digitization
 - Fund Balance Reserve Requirement
 - Five-Year Forecast
 - Policies & Procedures
- Check Register Review





CITY COUNCIL

Regular Meeting Minutes

August 24, 2026

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

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

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

(Councilor Barron arrived 7:13pm)

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

The Council thanked Fire Chief Scott Stanton for the information.

Citizen Input on Non-Agenda Items

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

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

Consent Agenda Items

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

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

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

Items Removed from the Consent Agenda

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

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



CITY COUNCIL

Regular Meeting Minutes August 24, 2026

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

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

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

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

Ordinance No. 2383- Creating LID 324

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

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

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

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

After City Attorney Tovey read the ordinance by title only:

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

July 2026 Monthly Financial Report

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



CITY COUNCIL

Regular Meeting Minutes August 24, 2026

Community Survey Report

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

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

Committee Reports

None given.

Mayor's Report

Mayor Primmer spoke regarding:

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

Council President's Report

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

Council Reports

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

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

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

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

City Manager's Report

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

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



CITY COUNCIL

Regular Meeting Minutes August 24, 2026

Recess For Executive Session

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

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

Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are excluded. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced. No final decision may be made in executive session. At the end of the executive session, the council will return to open session which the audience may attend. The executive session will last approximately 30 minutes.

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

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

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

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

Adjourn

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

SIGNED:

Doug Primmer, Mayor

ATTEST:

Lilly Alarcon-Strong, CMC, City Recorder

Measure-305



umatilla county fire district #1

District Overview

2026 District updates

- Wildfire Response
- Apprenticeship Update
- FEMA SAFER Update



Measure 30-175

statistics

6,192 Calls For Service

Averaging 17 calls per day

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



Measure-305

statistics

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

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



Measure-305

Safer grant

16 Personnel hired through temporary \$6.9M grant

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



Measure 30-175

the funding gap

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



Bottomline: Grants Are Not Sustainable Long-Term



Measure-305

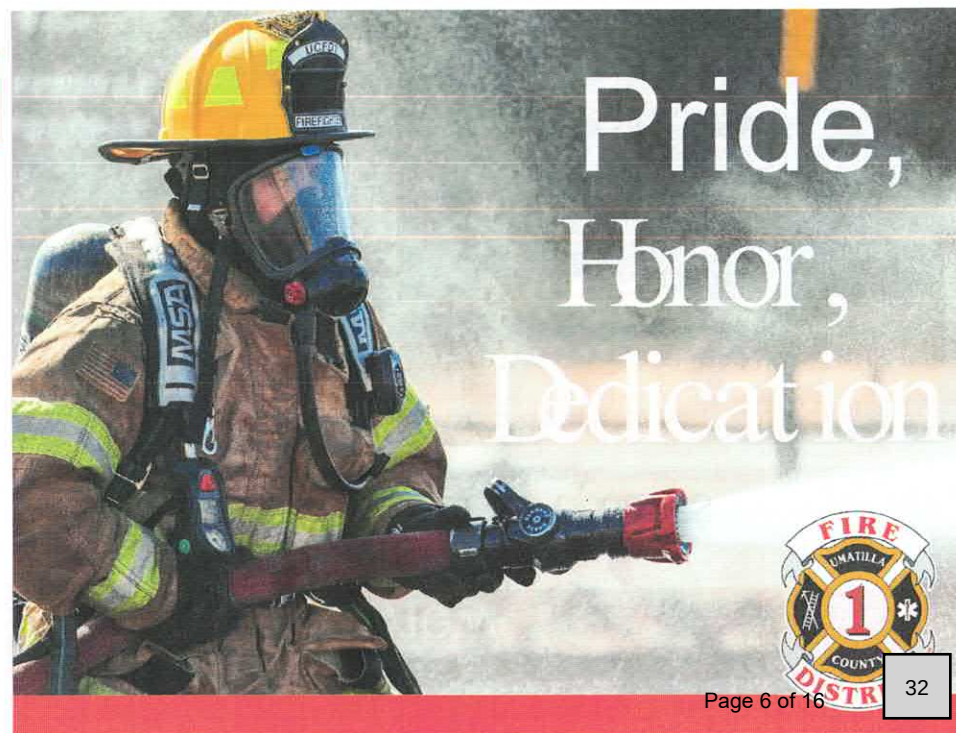
Measure-305

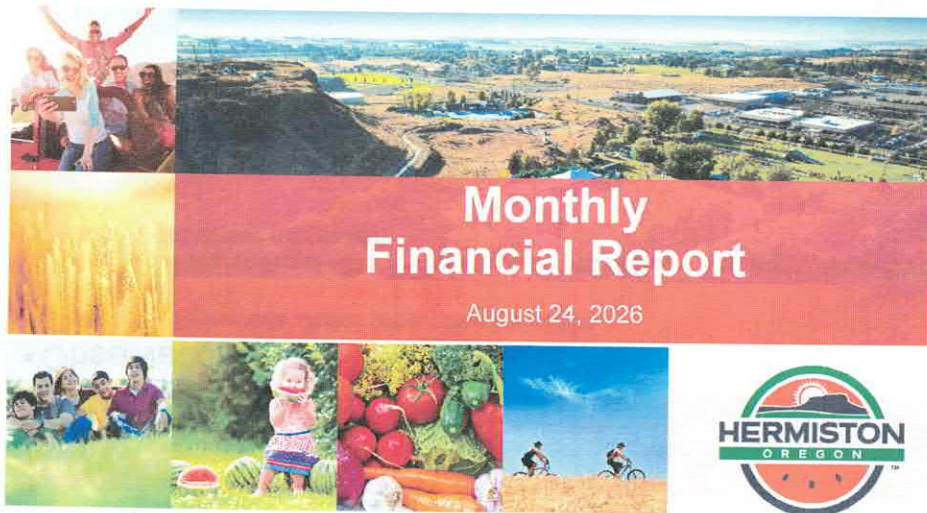
5 year local option levy to replace fema safer grant funding

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



Measure 30-175





Hermiston Urban Renewal Agency (HURA)

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



General Fund

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



General Fund

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



Fund Balance – General

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



Special Revenue Funds

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



Utility and Street Funds

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



Capital Projects

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



Capital Projects

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



Discussion

Questions?

Where Life is Sweet™

Zencity Community Survey

April - July 2026

Powered by Zencity

Overall Quality of Life

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

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

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

04

Zencity Community Survey

April - July 2026

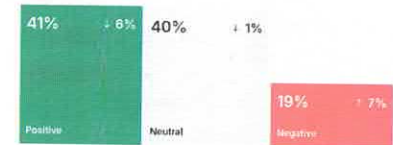
Powered by Zencity

How is the overall quality of life in Hermiston?

41%

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

+ 6% vs. previous cycle



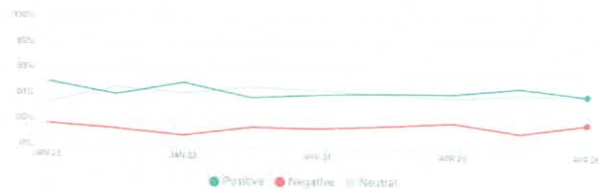
05

Zencity Community Survey

April - July 2026

Powered by Zencity

How is the overall quality of life in Hermiston?



06

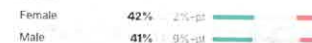
Zencity Community Survey

April - July 2026

Powered by Zencity

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

GENDER



AGE



ETHNICITY



EDUCATION



INCOME



07

Zencity Community Survey

April - July 2026

Powered by Zencity

Other measures of satisfaction with life in Hermiston

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

08

Zencity Community Survey

April - July 2026

Powered by Zencity

Community Characteristics

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

09

Zencity Community Survey

April - July 2026

Powered by Zencity



10

Zencity Community Survey

April - July 2026

Powered by Zencity



11

Zencity Community Survey

April - July 2026

Powered by Zencity

Focus Areas

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

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

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

18

Zencity Community Survey

April - July 2026

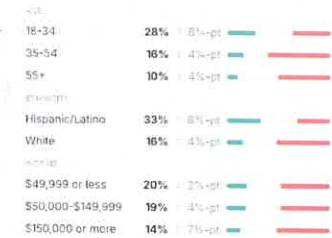
Powered by Zencity

Availability of a variety of art and cultural events

18% $\uparrow$ 2%

Neutral
31% $\uparrow$ 5%

Negative
51% $\uparrow$ 2%



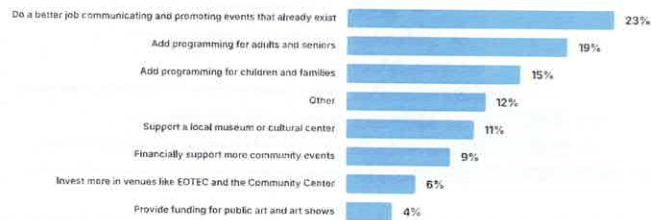
19

Zencity Community Survey

April - July 2026

Powered by Zencity

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



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

20

Zencity Community Survey

April - July 2026

Powered by Zencity

Ease of getting around by foot or bicycle

39% $\uparrow$ 2%

Neutral
35%

Negative
27%



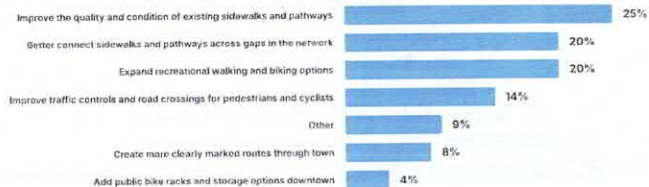
21

Zencity Community Survey

April - July 2026

Powered by  Zencity

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



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

22

Zencity Community Survey

April - July 2026

Powered by  Zencity

Sense of overall safety



SENSEX

Female: **40%** ↑ 2% -pt

Male: **45%** ↓ 4% -pt

AGE

18-34: **49%** ↑ 12% -pt

35-54: **35%** ↓ 4% -pt

55+: **44%** ↑ 3% -pt

ETHNICITY

Hispanic/Latino: **52%** ↑ 2% -pt

White: **46%** ↑ 10% -pt

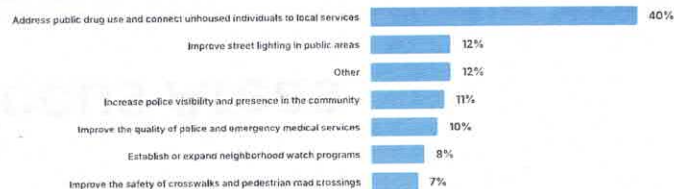
23

Zencity Community Survey

April - July 2026

Powered by  Zencity

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



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

24

Zencity Community Survey

April - July 2026

Powered by  Zencity

Rotating Survey Section

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

33

Zencity Community Survey

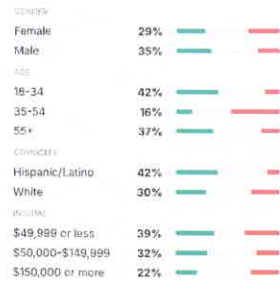
April - July 2026

Powered by Zencity

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

32%

Neutral 41%
Negative 27%



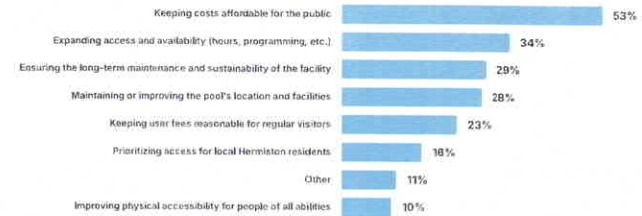
34

Zencity Community Survey

April - July 2026

Powered by Zencity

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



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

35

Zencity Community Survey

April - July 2026

Powered by Zencity

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

28%

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

— This result is noteworthy



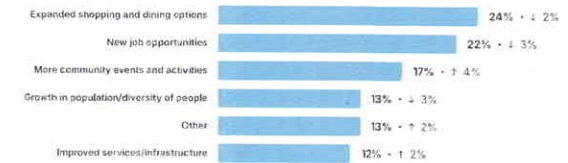
36

Zencity Community Survey

April - July 2026

Powered by Zencity

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



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

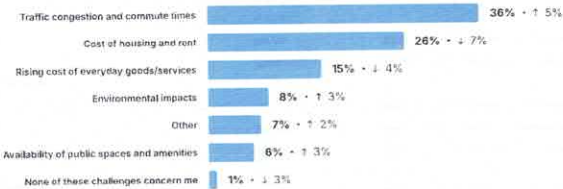
37

Zencity Community Survey

April - July 2026

Powered by  Zencity

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



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

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

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

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

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

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

5. SALARY AND BENEFITS

...

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

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

DATED this 24th day of August 2026

CITY OF HERMISTON:

CITY MANAGER:

Doug Primmer
Mayor

Byron D. Smith
City Manager



CITY COUNCIL

Regular Meeting Minutes September 14, 2026

Council President McCarthy called the regular meeting to order at 7:00pm. Present were Councilors Roberts, Duron, and Barron. Mayor Primmer and Councilors Hayward, Myers, Kelso, and Linton were excused. City Staff in attendance included: City Manager Byron Smith, City Attorney Richard Tovey, Finance Director Ignacio Palacios, Police Chief Jason Edmiston, Parks and Recreation Director Brandon Artz, Building Inspector Heaven Doherty, and City Recorder Lilly Alarcon-Strong. The pledge of allegiance was given.

Adjourn

Council President McCarthy stated a quorum is not present and therefore the Council cannot conduct business and adjourned the regular City Council meeting at 7:01pm.

SIGNED:

David McCarthy, Council President

ATTEST:

Lilly Alarcon-Strong, CMC, City Recorder

Council President McCarthy stated those who would like to stay and hear Presentations and Recognitions may do so.

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

Thomas Greenough stated he has been a member of the Boy Scouts for 10 years with the goal of becoming an Eagle Scout which includes creating an impactful community-based project that requires planning, coordination, and leadership from the Scout. When he learned community members repeatedly asking if the troop could retire their US flags, he knew this would be his Eagle Scout Project- to give the community a place where flags could be retired with respect and dignity. The box will be kept in City Hall and the Troop will gather the retired flags monthly and then disposed of during the Troops next Flag Retirement Ceremony, where the history and meaning of the flag is told, followed by the Pledge of Allegiance, and then the flag is placed in a fire where the audience stands at attention until the flag has been transformed to ash.

Eagle Scout Thomas Greenough thanked City Hall- City Recorder Alarcon-Strong, The Boy Scouts, John Fisher for assisting him with the plaque, and his family- with special emphasis to his grandpa who helped him build the box and his father who helped him achieve his goal.

Council members praised Eagle Scout Thomas Greenough for his leadership, dedicated community effort, and beautiful gift to the City, as well as congratulated him for his Eagle Scout Rank as it is not an easy achievement to accomplish. Applause from the audience.



CITY COUNCIL

Regular Meeting Minutes
September 14, 2026

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

City Manager Smith recognized Building Inspector Heaven Doherty for her Building Inspector of the Year Award by the Oregon Building Officials Association. City Manager Smith stated the City has been very fortunate to have Building Inspector Doherty as an accomplished city staff member as she continues to work towards new certifications and taking on more opportunities to learn. The City is excited to have her recognized by the Oregon Building Officials Association and local news outlets and is happy to have her on the City's team.

Councilor Duron recognized Building Inspector Doherty for her accomplishments, hard work attributed to the growth happening in the area, and spoke regarding how proud of her she is.



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of September 28, 2026

Title/Subject

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

Summary and Background

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

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

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

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

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

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

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

Tie-In to Council Goals

N/A

Fiscal Information

N/A

Alternatives and Recommendation

Alternatives

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

Recommended Action/Motion

Motion to approve Ordinance No. 2385 as presented

Submitted By:

Richard Tovey

Byron Smith

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

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

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

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

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

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

THE CITY OF HERMISTON ORDAINS AS FOLLOWS:

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

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

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

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

§ 33.61 FILING DEADLINE FOR INITIATIVE PETITIONS.

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

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

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

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

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

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

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

ADOPTED by the Common Council this 28th day of September 2026.

SIGNED by the Mayor this 28th day of September 2026.

Doug Primmer, Mayor

ATTEST:

Lilly Alarcon-Strong, CMC City Recorder



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of September 28, 2026

Title/Subject

Ordinance No. 2386- Annexation 4N2814BC Tax Lot 400 Thomas Property 1250 SE 4th St

Summary and Background

Michael & Kelly Thomas have submitted an application for annexation of a 3.72-acre lot located at 1250 SE 4th St. The property lies on the west side of SE 4th St, adjacent and directly north of the Maxwell Canal. The property lies with the urban portion of the urban growth boundary and is adjacent to the Hermiston city limits along a portion of the west property line. Annexation is proposed to subdivide the property for residential development.

The property is described as 4N2814BC Tax Lot 400. The property has an urban comprehensive plan map designation of Low Density Residential (L). The Low Density Residential comprehensive plan map designation corresponds to city Low Density Residential (R-1) and Medium Density Residential (R-2) zoning designations. The applicants request annexation with an R-2 zoning designation. The property abuts land zoned R-1 to the west. Lands northeast of the property are zoned R-2 and Medium-High Density Residential (R-3). Lands abutting the property to the north, east, and south are developed with low-density residential uses and lie within the urban growth boundary and are similarly designated as Low Density Residential on the comprehensive plan map.

The proposed annexation has consent from 100% of the affected property owners and 50% of the electors residing within the annexation area. Under the provisions of §150.06 of the Hermiston Code of Ordinances and ORS 222.125 which states: *When all of the owners of land in that territory and not less than 50 percent of the electors, if any, residing in the territory consent in writing to the annexation of the land in the territory and file a statement of their consent with the City Council, the application for annexation need not go before the Planning Commission as otherwise required under § 150.02 and the City Council need not call or hold an election in the city or in any contiguous territory proposed to be annexed or hold the hearing otherwise required under § 150.03. Upon receiving written consent to annexation by owners and electors under this section, the City Council, by resolution or ordinance, may set the final boundaries of the area to be annexed by a legal description and proclaim the annexation.*

Since state law and municipal code allow for the dispensing of a public hearing under these circumstances, a public hearing is not required unless the city council elects to require a public

hearing. Since the property is within the urban portion of the urban growth boundary and adjacent to city limits on at least one side, staff does not recommend requiring a public hearing.

All affected agencies were provided notice of the proposed annexation. The Hermiston Irrigation District submitted a letter on September 11, 2026 noting the property is within the boundary of the Hermiston Irrigation District and adjacent to the Maxwell Canal. The property is also bound by a 40-foot irrigation easement and receives water rights from the district. Subsequent development of the property will require transfer of water rights and signage of a development agreement with the irrigation district reflecting the district's requirements for construction along the canal.

§150.05 of the Hermiston Code of Ordinances provides the requirements for annexations. The requirements for annexation are as follows:

1. The proposal is in conformance with all applicable state annexation requirements.
2. The property is contained within the urban portion of the urban growth boundary as identified on the comprehensive plan.
3. The proposed zoning is consistent with the underlying comprehensive plan designation.
4. Findings of fact are developed in support or denial of the annexation.
5. All city services can be readily extended, and the property owner is willing to bear costs associated with sewer, water, and roads.

Findings of fact in support of the annexation and demonstrating compliance with §150.05 are attached to this report.

Tie-In to Council Goals

Annexation is a matter of administration of city ordinances.

Fiscal Information

The property has an assessed value of \$227,550. Following annexation, an additional \$1,383 will be paid in property taxes to the city annually.

Alternatives and Recommendation

Alternatives

The city council may choose to

- Approve the annexation
- Deny the annexation

Recommended Action/Motion

Staff recommends the city council approve annexation of the property.

- Motion to approve the findings of fact
- Motion to impose conditions of approval

- Motion to adopt Ordinance No. 2386

Submitted By:

C.F. Spencer, Planning Director

Exhibit A

Findings of Fact for Thomas Annexation

September 28, 2026

1250 SE 4th St

The city council shall make a decision upon determination that the annexation complies with the applicable criteria in §150.05 of the Hermiston Code of Ordinances relating to annexation.

- A.** §150.05(1) *The proposal is in conformance with all applicable state annexation requirements.*

Response:

1. The proposed annexation of the subject property is aligned with the City of Hermiston Comprehensive Plan, acknowledged as compliant by the State of Oregon, and codified in Code Section 156.02 of Title XV.
2. The City has received consent to annexation from 100% of the property owners and from 50% of the resident electors for approximately 3.72 acres of land (ORS 222.125).
3. When the consent requirements of ORS 222.125 are satisfied, a city may choose to annex land through a proclamation of annexation and dispense with public hearing and public notice (ORS 222.125).
4. The city council considered the request for annexation at the September 28, 2026 regular meeting.

The city council finds the proposal consistent with all applicable state annexation requirements in ORS 222:

- a. The city has received consent from the property owners within the affected area
 - b. An election has been deemed not necessary since consent from more than half the owners has been received
 - c. The property is contiguous with the existing city limits
 - d. Notice and public hearing is not required following submission of consent to annexation by 100% of the affected property owners and a majority of the affected electors.
- B.** §150.05(2) *The property is contained within the urban portion of the urban growth boundary as identified on the comprehensive plan.*

Response:

5. Since the property is contiguous to the existing city limits, the annexation is in accord with Comprehensive Plan Policy 4 which promotes compact urban development within and adjacent to existing urban areas to ensure efficient utilization of land resources and facilitates economic provision of urban facilities and services.
6. Annexation is consistent with Policy 5 which requires the city to establish a program for annexation and efficient and orderly provision of public services.
 - a. Property is contained within the urban portion of the UGB (See Finding 7 below)
 - b. Proposed development is consistent with applicable comprehensive plan policies and map designations (See Finding 7 below)
 - c. All city services can be extended readily (See Findings 11-13 below)
 - d. Property owner(s) is willing to bear costs associated with extension of sewer, water and roads except for major facilities -- e.g. sewer pump station or major water main -- necessary to facilitate later growth. (See Findings 11-13 below)
 - e. Proposal is consistent with all applicable state requirements including ORS Chapter 222 governing annexations and Chapter 225 governing utility extensions. (See Findings 1-4 above)
7. The property is located within the urban portion of the urban growth boundary (UGB) as identified on the comprehensive plan map. The property is designated as "L" on the comprehensive plan. The L designation is a low density residential comprehensive planning designation corresponding to the R-1 and R-2 zoning designations on the city zoning map.

The city council finds that the property is contained within the urban portion of the urban growth boundary.

C. §150.05(3) *The proposed zoning is consistent with the underlying comprehensive plan designation*

Response:

8. The applicant has submitted an application to annex the property with an R-2 zoning designation.
9. The proposed Medium Density Residential (R-2) zoning designation is an implementing zoning designation for the L comprehensive plan map designation.

The city council finds that the proposed zoning is consistent with the underlying comprehensive plan map designation.

D. §150.05(4) *Findings of fact are developed in support or denial of the annexation.*

Response:

10. This document, consisting of three pages of findings adopted by the city council on September 28, 2026 serves as findings of fact in support of annexation.

E. §150.05(5) *All city services can be readily extended, and the property owner is willing to bear costs associated with sewer, water, and roads.*

Response:

11. Sewer is available to service this property in SE 4th St. An eight inch sewer main terminates approximately 180 feet north of the northeast corner of the site and is within 300 feet of the site. Therefore, the sewer service is considered available to the site and required for additional sewer service following annexation. At the time of connection, the applicant is responsible for all connection fees, system development charges, and extension.
12. Water is available to service this property in SE 4th St. A six inch water main terminates approximately 80 feet north of the northeast corner of the site and is within 300 feet of the site. Therefore, the water service is considered available to the site and required for additional water service following annexation. At the time of connection, the applicant is responsible for all connection fees, system development charges, and extension.
13. SE 4th St is partially improved along the property frontage. The owners will be required to sign a non-remonstrance agreement for future improvements to SE 4th St consistent with §157.164(D)(1) of the Hermiston Code of Ordinances.

The city council finds that all city services can be readily extended and the property owner is willing to bear costs associated with sewer, water, and roads.

Exhibit B**Conditions of Approval for Thomas Annexation****September 28, 2026****1250 SE 4th St**

1. Landowner shall work with the Hermiston Irrigation District and sign any required agreements (e.g., Developer's Agreement, Fencing Agreement, or similar) prior to subsequent development of the property. This condition shall apply to future development proposals as well.
2. Sewer is available to service this property in SE 4th St and terminates approximately 180 feet north of the property. At the time of connection, the applicant is responsible for all connection fees, system development charges, and extension costs necessary to extend service to the south line of the property.
3. Water is available to service this property in SE 4th St and terminates approximately 80 feet north of the property. At the time of connection, the applicant is responsible for all connection fees, system development charges, and extension costs necessary to extend service to the south line of the property.
4. SE 4th St is partially improved along the property frontage. The owners will be required to sign a non-remonstrance agreement for future improvements to SE 4th St consistent with §157.164(D)(1) of the Hermiston Code of Ordinances.

ORDINANCE NO. 2386

**AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY ON SE 4TH ST,
DESCRIBING SAID REAL PROPERTY, WITHDRAWING SAID REAL PROPERTY FROM
SPECIAL DISTRICTS AND DESIGNATING ZONING.**

THE CITY OF HERMISTON ORDAINS AS FOLLOWS:

SECTION 1. The following described real property is annexed to the City of Hermiston and is withdrawn from the Umatilla County Library District and the Umatilla County Sheriff's Office Law Enforcement District due to annexation:

A Tract of land located in the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 14, Township 4 North, Range 28, East of the Willamette Meridian, being that tract of land described in Deed to Forrest R. Steinke, et ux, by Deed recorded in Book 177, Page 524, Deed Records, and being described as follows, to-wit: Beginning at a point (13.69 chains) 903.54 feet North of the Southeast Comer of the Southwest Quarter of the Northwest Quarter of said Section 14; thence South $85^{\circ}45'$ West (10.03 chains) 661.98 feet to a point on the West line of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter; thence North along said West line a distance of (4.13 chains) 272.58 feet; thence East, parallel to the north line of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter a distance of (10 chains) 660 feet to a point on the East line of the Southwest Quarter of the Northwest Quarter; thence South along said East line a distance of (3.31 chains) 218.46 feet to the point of beginning; all being East of the Willamette Meridian.
See County Survey No. 03-330-B.

Also:

At the direction of the City of Hermiston, the following additional area is included for annexation purposes pursuant to the City of Hermiston and Umatilla County Joint Management Agreement dated March 2, 2017.

A tract of land located in the Northwest Quarter of the Southeast Quarter of the Northwest Quarter of Section 14, Township 4 North, Range 28, East of the Willamette Meridian, lying easterly of and adjacent to the above-described parcel, being 20.00 feet in width in an east-west dimension and 218.46 feet, more or less, in a north-south dimension, and identified by the City as public right-of-way for SE 4th Street. Said additional area is not included within the land described in Deed Instrument No. 2017-6620556. Its inclusion herein is solely for the purpose of defining the territory required by the City of Hermiston for annexation. No opinion as to the underlying fee ownership of said right-of-way is expressed or implied by this description.

SECTION 2. The City Zoning Map shall include the real property described in Section 1 above and shall be designated as Medium Density Residential (R-2) on said map.

SECTION 3. The findings of fact as adopted by the Council on September 28, 2026, are incorporated herein by this reference.

SECTION 4. The City Recorder shall promptly transmit a record of annexation proceedings to the Secretary of State and notify the County Assessor of the change in boundary.

SECTION 5. The effective date of this ordinance shall be the thirtieth day after its adoption.

SECTION 6. This annexation shall be complete when all necessary documents have been accepted and filed by the Secretary of State.

ADOPTED by the Council this 28th day of September 2026.

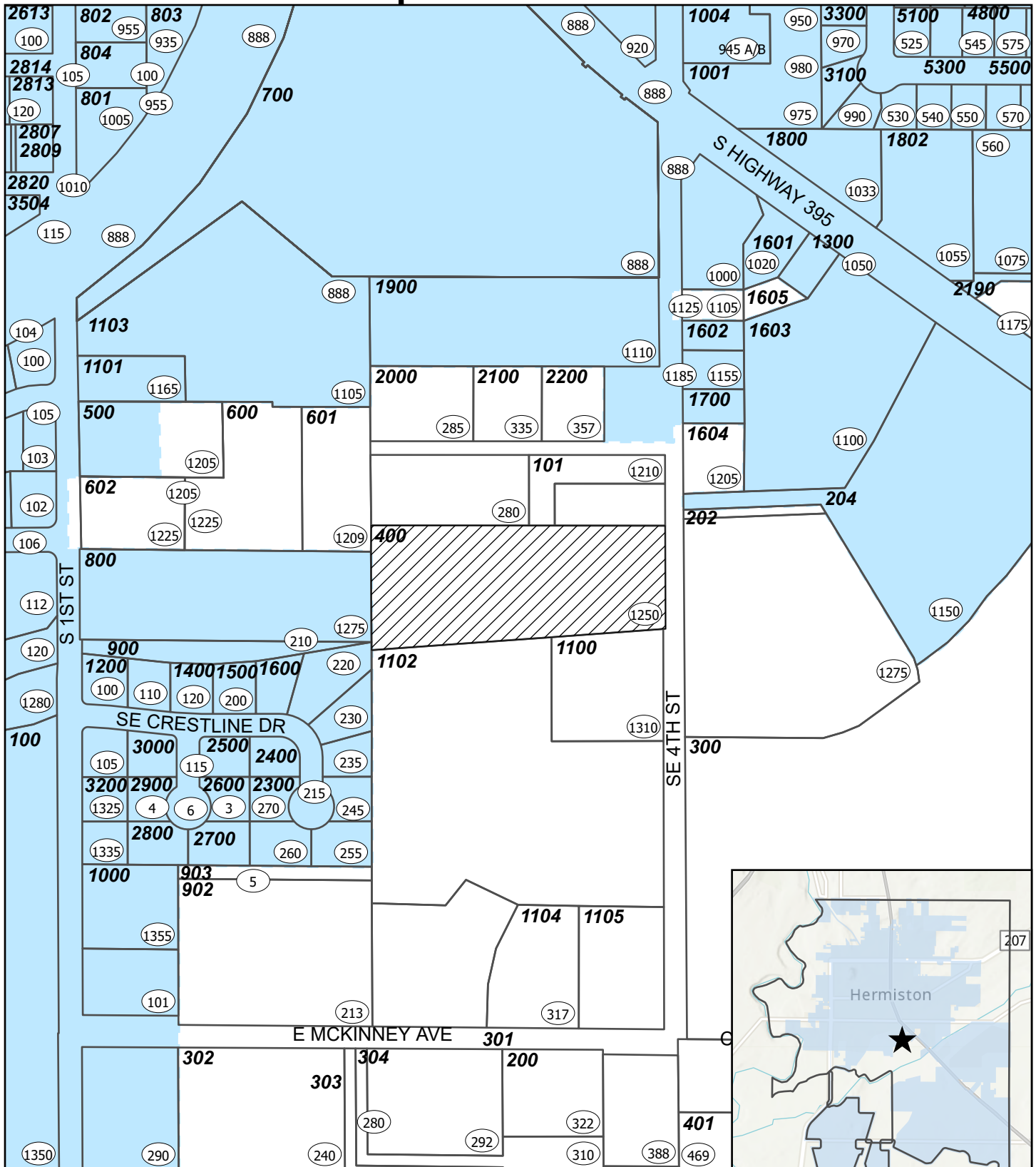
SIGNED by the Mayor this 28th day of September 2026.

Doug Primmer, MAYOR

ATTEST:

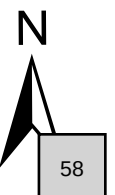
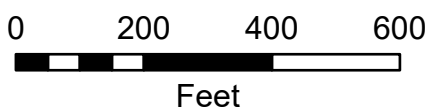
Lilly Alarcon-Strong, CMC, CITY RECORDER

Notice of Proposed Land Use Action

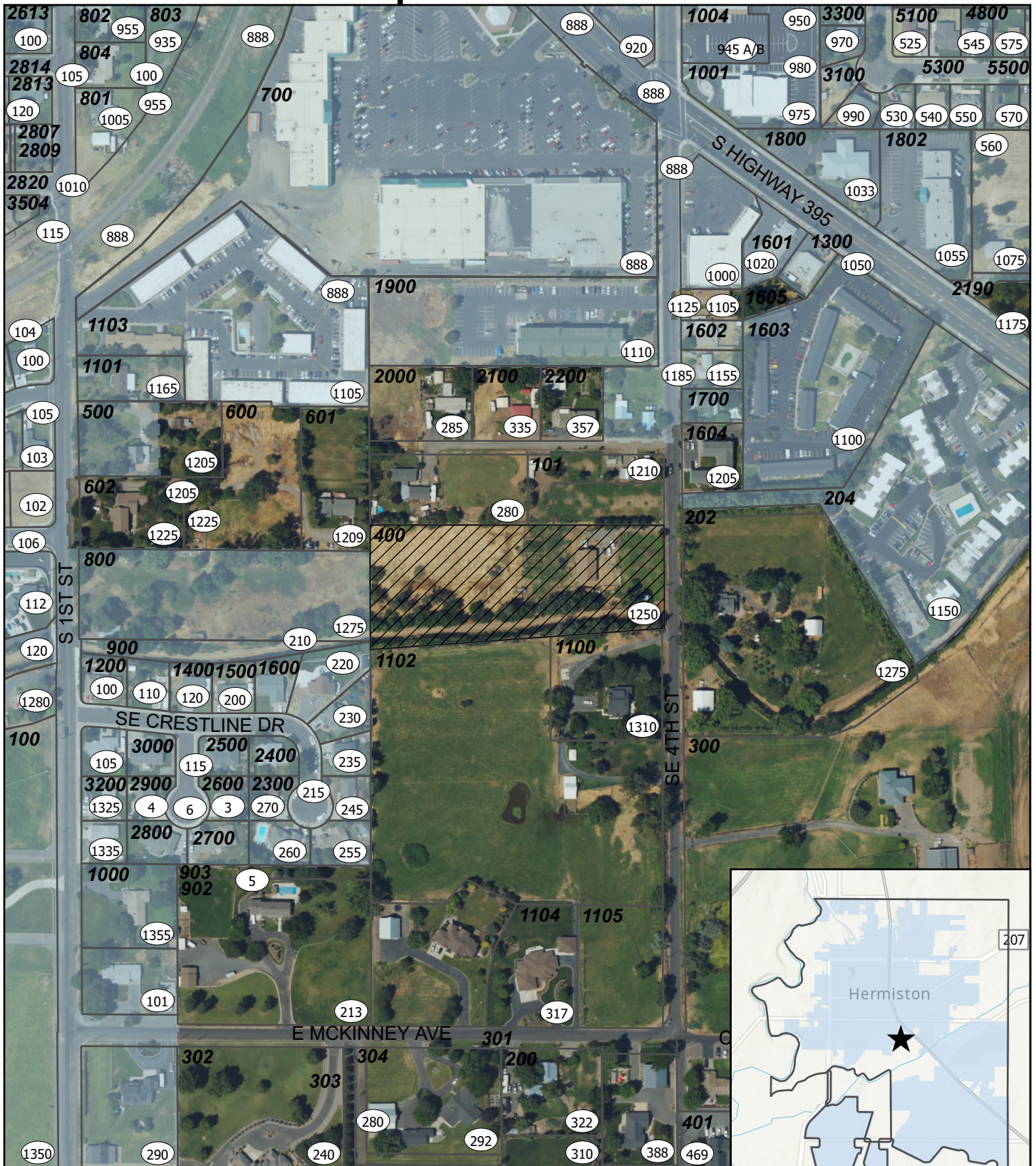


Legend

- Area of Proposed Land Use Action
- Property Line
- City Limits
- Urban Growth Boundary



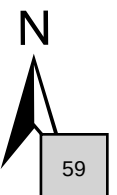
Notice of Proposed Land Use Action



Legend

-  Area of Proposed Land Use Action
-  Property Line
-  City Limits
-  Urban Growth Boundary

0 200 400 600
Feet



CITY OF HERMISTON

APPLICATION FOR ANNEXATION

Pursuant to the provisions of ORS Chapter 222 and Chapter 150 of the Hermiston Code of Ordinances, application is hereby made to annex the following described property:

Name of Applicant: Michael & Kelly Thomas Phone: [REDACTED]

Mailing Address: 1250 SE. 4th Street; Hermiston, OR 97838

Contact Person: David Lorenzen P.E. Phone: (541)567-2345

Mailing Address: 945 W. Orchard; Hermiston, OR 97838

Name of Owner (If Different): _____ Phone: _____

Mailing Address: _____

Legal Description: Assessor's Map No: 4N2814BC Tax Lot No: 400

Subdivision (If Applicable): _____

Street Address: 1250 SE. 4th Street; Hermiston, OR 97838

Current Comprehensive Plan Designation: L Proposed Zoning Designation: R2

Land Area (In Acres): 3.72

Existing Use of Property:

Number of Single-Family Units: 1 Number of Multi-Family Units: None

Number of Commercial Units: None Number of Industrial Units: None

Public Facilities or Other Uses: None

Population: Owners: [REDACTED] Tenants: [REDACTED] Voters: [REDACTED]

Please Include the Names and Ages of All Residents: [REDACTED]

[REDACTED]

Surrounding Use of Property:

North: R1 - County

South: R1 - County

East: R1 - County

West: R1 - City

Current Year Taxes: \$3,418.54 Previous Year Taxes: \$3,350.49

Total Assessed Valuation: \$227,550

Please provide a general description of the property including topography, vegetation, drainage basins, flood plain areas, etc.:

The property address 1250 SE 4th Street is 3.72 Acres. The Maxwell canal runs East/West though the Southern portion of the property. The property gently slopes S/N 5-7% covered in natural grasses and numerous trees with a Single Family residence.

APPLICATION FOR ANNEXATION - PAGE 2

Please explain why the annexation has been proposed:

Property owner would like to subdivide the property.

If the property is undeveloped, please describe plans for future development. This description should describe whether the development will be residential, commercial or industrial and include building types, public facilities, number of units, etc.:

The subdivision would include ten(10) Single-family or Two-Family lots, One Multi Family lot.
and one large residential lot for the existing single family dwelling.

Does the proposed development conform to the uses allowed under the proposed zoning designation?

Please provide the following information regarding services and utilities:

Location and size of the nearest water line:

8" DI Water main 68' North of Property on East side of SE 4th Street.

Location and size of the nearest sewer line:

8" Sanitary Manhole 169' North of Property on West side of SE 4th Street

Proximity of other facilities (storm drains, gas lines, irrigation lines, etc.):

Over head power, 3" irrigation and gas line adjacent to property on Easterly bondary in SE 4th Street.

The time at which services can be reasonably provided by the city or other district:

Project would extend Sanitary Sewer and Water South on SE 4th Street through property and West
on new Local Residential road on North boundary to access new building lots.

The estimated cost of extending such facilities and/or services and the method of financing:

Cost will be borne by the deveoper.

Availability of the desired service from any other unit of local government (list service and government):

None

Please indicate the roads that adjoin the parcel or will provide service to the parcel:

SE 4th Street

APPLICATION FOR ANNEXATION - PAGE 3

Please indicate the condition of the roads and any improvements that are projected:

SE 4th street is approximately 18' of pavement. The project would provide additional paving, curb and gutter, and sidewalk on East boundary fronting SE 4th Street.

Please indicate if any new roads will be created or extended through the property:

New Local residential street will be dedicated and improved adjacent to the North boundary to provide access to the new building lots

If the property is presently included within the boundaries of any of the following types of governmental units, please indicate by stating the name or names of the governmental units involved.

Rural Fire District: UCF DIST 1 Irrigation District: Hermiston Irrigation District
 School District: DIST 8 HERMISTON Drainage District: _____
 Library District: UMATILLA SPECIAL Parks and Recreation District: _____
 Special Road District: _____

Please indicate which services are presently being received in the territory (For example, are residents receiving municipal water or sewer services?):

None

ADDITIONAL INFORMATION TO BE FURNISHED AND ATTACHED TO APPLICATION:

1. Evidence that applicant is owner or purchaser of the property or has written permission of such owner to make an application for the proposed use.
2. Two copies of a site plan (11" x 17") drawn to scale, showing the location of the property concerned, the location of all proposed building(s), highways, streets and alleys.
3. A metes and bounds legal description of the entire property proposed for annexation. A metes and bounds legal description of each individual parcel is not sufficient.

The above statements are true to the best of my beliefs and knowledge. As applicant, I understand that the city council, planning commission and annexation advisory committee request the attendance of me, or my representative, at the meeting(s) where this request is scheduled for consideration and that the city council, planning commission and annexation advisory committee retain the right to approve or deny this request and impose those conditions as may be necessary to lessen probable adverse impacts based upon the testimony provided at the hearing.

I am the ☒ owner/ ☐ owner(s) authorized representative.

(If authorized representative, attach letter signed by owner or owners.)

Signature of Applicant

Date

OUT OF POCKET EXPENSES FOR PUBLICATION COSTS AND RECORDING FEES WILL BE BILLED LATER

For further information, please feel free to contact the planning department at the Hermiston City Hall, 180 N.E. 2nd Street, Hermiston, Oregon 97838, or telephone (541) 667-5025. The City's fax number is (541) 567-5530.

OFFICE USE ONLY

Date Filed: 8-31-26
 Fee: \$900.00

Received By: CS
 Date Paid: 8-24-26

Meeting Date: 9-28-26
 Receipt No: 364758970 xpp ep

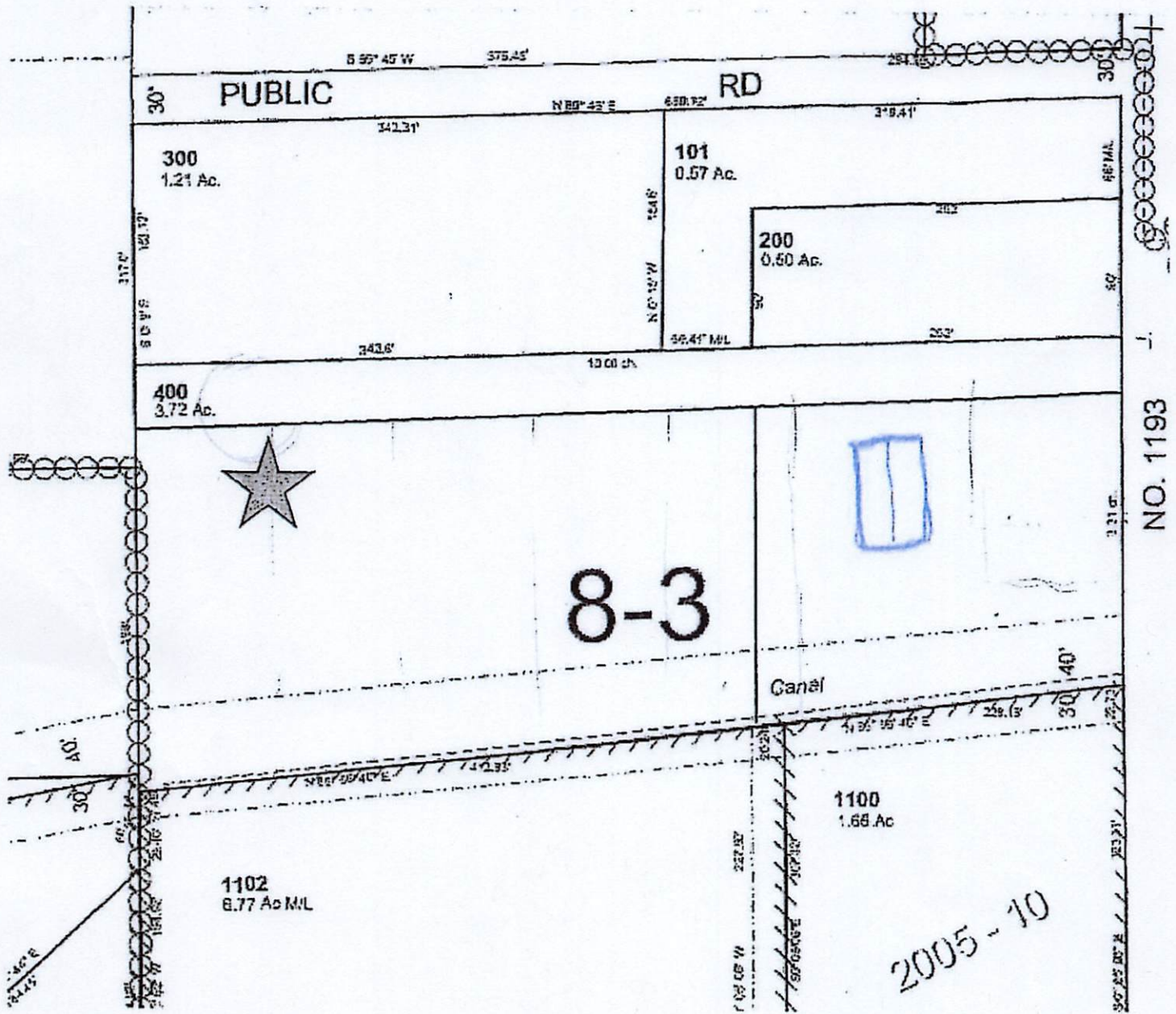


EXHIBIT 'A'

The EXHIBIT 'A' as stated below, is the metes and bounds legal description of the entire property for annexation.

A Tract of land located in the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 14, Township 4 North, Range 28, East of the Willamette Meridian, being that tract of land described in Deed to Forrest R. Steinke, et ux, by Deed recorded in Book 177, Page 524, Deed Records, and being described as follows, to-wit: Beginning at a point (13.69 chains) 903.54 feet North of the Southeast Corner of the Southwest Quarter of the Northwest Quarter of said Section 14; thence South 85°45' West (10.03 chains) 661.98 feet to a point on the West line of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter; thence North along said West line a distance of (4.13 chains) 272.58 feet; thence East, parallel to the north line of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter a distance of (10 chains) 660 feet to a point on the East line of the Southwest Quarter of the Northwest Quarter; thence South along said East line a distance of (3.31 chains) 218.46 feet to the point of beginning; all being East of the Willamette Meridian.

EXCEPTING THEREFROM that portion lying within County Road No. 615 on the east side thereof.

Per Deed Instrument No.2017-6620556, being the current deed of record.



P R O C L A M A T I O N

IT IS HEREBY PROCLAIMED that at the regular meeting of September 28, 2026, the City Council of the City of Hermiston, Umatilla County, Oregon, did by unanimous vote annex the following described property, to-wit:

A Tract of land located in the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 14, Township 4 North, Range 28, East of the Willamette Meridian, being that tract of land described in Deed to Forrest R. Steinke, et ux, by Deed recorded in Book 177, Page 524, Deed Records, and being described as follows, to-wit: Beginning at a point (13.69 chains) 903.54 feet North of the Southeast Comer of the Southwest Quarter of the Northwest Quarter of said Section 14; thence South 85° 45' West (10.03 chains) 661.98 feet to a point on the West line of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter; thence North along said West line a distance of (4.13 chains) 272.58 feet; thence East, parallel to the north line of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter a distance of (10 chains) 660 feet to a point on the East line of the Southwest Quarter of the Northwest Quarter; thence South along said East line a distance of (3.31 chains) 218.46 feet to the point of beginning; all being East of the Willamette Meridian. See County Survey No. 03-330-B.

Also:

At the direction of the City of Hermiston, the following additional area is included for annexation purposes pursuant to the City of Hermiston and Umatilla County Joint Management Agreement dated March 2, 2017.

A tract of land located in the Northwest Quarter of the Southeast Quarter of the Northwest Quarter of Section 14, Township 4 North, Range 28, East of the Willamette Meridian, lying easterly of and adjacent to the above-described parcel, being 20.00 feet in width in an east-west dimension and 218.46 feet, more or less, in a north-south dimension, and identified by the City as public right-of-way for SE 4th Street. Said additional area is not included within the land described in Deed Instrument No. 2017-6620556. Its inclusion herein is solely for the purpose of defining the territory required by the City of Hermiston for annexation. No opinion as to the underlying fee ownership of said right-of-way is expressed or implied by this description.

IT IS FURTHER PROCLAIMED that copies of this Proclamation be posted in four places in the City of Hermiston for two weeks.

DATED AT HERMISTON, OREGON, this 28th day of September 2026.

Doug Primmer, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER

HERMISTON IRRIGATION DISTRICT



East Hurlburt Avenue
Hermiston, OR 97838-2445
Office: 541-567-3024
Fax: 541-564-1069
E-mail: Office@HermistonID.org

September 11, 2026

City of Hermiston
Clinton Spencer, Planning Director
180 NE 2nd St
Hermiston OR 97838

**Re: Michael & Kelly Thomas
Map & Tax Lot 4N2814BC 400**

Director Spencer,

I have reviewed the proposed annexation and subdivision plans for the property listed above. My research has shown that this property is within the District boundary and has 3.00 acres of water rights. HID will need to work with Mr. & Mrs. Thomas to transfer the water rights off of this property.

The U.S. Bureau of Reclamation has a right-of-way that runs along the southern border of the property. That easement, which is operated and maintained by HID, is 40' North and 30' South from the centerline of the Maxwell Canal. No changes to the elevation of the land along the ditch bank or construction within the Federal easement can be done.

HID will need to work with the landowners and have them sign a Developer's Agreement, as well as a Fencing Agreement before we can offer support of this project. Thank you for the opportunity to review and comment on this development.

Respectfully,

Karra

Karra Van Fossen
District Manager



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of September 28, 2026

Title/Subject

Resolution 2441: Wastewater & Domestic Water Utility Agreement.

Summary

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

Background

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

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

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

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

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

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

Tie-In to Council Goals

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

Fiscal Information

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

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

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

Alternatives and Recommendation

Alternatives

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

Recommended Action/Motion

Approve Resolution 2441

Submitted By:

Mark Morgan

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

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

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

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

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

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

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

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

PASSED by the Common Council this 28th day of September 2026.

SIGNED by the Mayor this 28th day of September 2026.

Doug Primmer, MAYOR

ATTEST:

Lilly Alarcon-Strong, CMC, CITY RECORDER

AWS WATER AND WASTEWATER SERVICE AGREEMENT

COVER SHEET

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

The Parties to this Agreement are:

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

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

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

Key Terms:

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

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

** Include high and low range

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

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

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

DRAFT

Agreed to by both Parties as of the Effective Date:

AMAZON DATA SERVICES, INC.

By: _____

Name: _____

Title: _____

Date Signed: _____

CITY OF HERMISTON

By: _____

Name: _____

Title: _____

Date Signed: _____

DRAFT

AWS WATER AND WASTEWATER SERVICE AGREEMENT

TERMS AND CONDITIONS

ARTICLE 1 – WATER AND SEWER INFRASTRUCTURE

1.1 Provider Infrastructure Obligations.

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

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

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

1.2 AWS Infrastructure Reimbursement Obligations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 – TERM, EFFECTIVE DATE, TERMINATION

2.1 Term.

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

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

2.2 Termination.

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

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

ARTICLE 3 – RATES AND PAYMENTS

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

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

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

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

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

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

ARTICLE 4 – FORCE MAJEURE EVENT & CHANGE IN LAW

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

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

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

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

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

ARTICLE 5 – INDEMNIFICATION

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

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

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

ARTICLE 6 – WARRANTIES AND COVENANTS

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

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

ARTICLE 7 – DEFAULT AND REMEDIES

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

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

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

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

If the acting party is the Provider:

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

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

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

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

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

ARTICLE 8 – MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 – DEFINITIONS AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Where:

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

Total Capacity is the total capacity of the applicable Infrastructure.

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

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

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

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

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

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

DRAFT

EXHIBIT 1
Infrastructure Improvements:

(Mark Responsible Party Where Appropriate)

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

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

Job No. 736-187

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

UNDERSTANDING OF AMENDMENT

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

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

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

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

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

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

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

This Amendment executed this 23rd day of June 2026.

Engineer
Anderson Perry & Associates, Inc.

Owner
City of Hermiston, Oregon

Chas Hutchins, P.E.
Name

Mark Morgan
Name

Chas Hutchins
Signature

Mark Morgan
Signature

President
Title

Assistant City Manager
Title

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

PROJECT UNDERSTANDING

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

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

TASK 1 - DESIGN ENGINEERING

No changes.

TASK 2 - CONSTRUCTION ENGINEERING

No changes.

TASK 3 - ENVIRONMENTAL REVIEW

No changes.

ADDITIONAL SERVICES

No changes.

ScpoWrk-Amndmt1_Hermiston_FeedvilleRdHwy207UtilityImp_736-187-000.docx

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

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

Job No. 736-187

I. SCOPE OF SERVICES

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

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

II. SPECIAL CONDITIONS

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

III. BASIS OF PAYMENT

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

IV. AUTHORIZATION OF WORK ORDER

Owner: **City of Hermiston, Oregon**

By: 

Type Name: Mark Morgan

Title: ACM

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

By: 

Type Name: Chas Hutchins, P.E.

Title: President



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

PROJECT UNDERSTANDING

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

Project Management and Coordination

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

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

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

TASK 1 - DESIGN ENGINEERING

Design Engineering

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

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

Deliverables

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

Assumptions

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

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

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

TASK 2 - CONSTRUCTION ENGINEERING

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

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

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

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

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

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

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

Deliverables

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

Assumptions

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

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

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

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

TASK 3 - ENVIRONMENTAL REVIEW

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

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

Deliverables

- An environmental memo summarizing the findings of the environmental review

Assumptions

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

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

ADDITIONAL SERVICES

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

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

ScpofWrk_Hermiston_FeedvilleRdHwy207UtilityImp_736-XXX-000-BD.docx

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

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



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

PRELIMINARY COST ESTIMATE

**TABLE
1**

EXHIBIT 2 FORM OF MONTHLY REPORT

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

Each Monthly Report must include the following items:

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



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of September 28, 2026

Title/Subject

Briefing on final TSP revisions

Summary and Background

A staff summary of the Transportation System Plan is presented in advance of adoption hearings for the TSP in October. The TSP update has been in progress for approximately 16 months and is finalized and ready for adoption. The city council last received a briefing on the progress of the project in March of 2026 at a joint work session with the planning commission. The feedback from council and planning commission has been incorporated in the final plan.

Tie-In to Council Goals

1.5 Complete Transportation System Plan update (will include sidewalks)

Fiscal Information

The grant to develop the updated TSP came from the State of Oregon TGM program and totaled \$250,000. The city is obligated to provide a 12% match. The city match has been carefully tracked using in-kind staff time, volunteer time, planning commission and city council time, materials for outreach events, and publication costs. The match totals approximately \$30,000 in staff time over the 18 months of project development.

Alternatives and Recommendation

Alternatives

No action is proposed for this item.

Recommended Action/Motion

No action is proposed for this item.

Submitted By:

Clinton Spencer, Planning Director



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
 For the Meeting of September 28, 2026

Title/Subject

Length of Loan Term on Local Improvement District Loans

Summary and Background

At the July 13, 2026, council meeting Councilor Linton motioned, and Councilor Roberts seconded for the Council to discuss the length of a loan related to a local improvement district at a future meeting. The motion passed 4-3 with the Mayor breaking a tie vote of the councilors in attendance.

As a courtesy, the City currently offers property owners participating in a Local Improvement District two options to finance their obligations; to immediately pay their portion of the actual costs of the completed project or to pay their portion of the costs over a ten-year period. The 10-year repayment plan amounts to the city allowing the property owners to access the taxpayers' creditworthiness, which generally means access to lower interest costs than a typical person might be able to access from their own lender.

To protect the taxpayers, the City charges an interest rate equal to what the Local Government Investment Pool (LGIP) is paying at the beginning of the loan period. This is in recognition of the fact that by loaning funds to the LID participants, the taxpayers are experiencing the opportunity-cost of foregone LGIP interest on their resources. Very generally, in the credit markets of the past several decades, this arrangement matches up relatively well with the interest that a typical property owner may otherwise be able to obtain from a traditional bank for a 10-year loan.

In financial markets, generally, a longer repayment term corresponds to a higher interest rate, given that the lender is assuming more risk associated with unknown changes in future markets. So, by offering a longer loan term the City would need to increase the interest rate charged due to the increased risk and opportunity cost to the taxpayer. That increase would meaningfully increase the cost of borrowing for the LID participant.

\$50,000 Loan at Sept. 2026 Market Average Rates			
	10-Yr (6.19%)	15-Yr (6.5%)	30-Yr (7.25%)
Total Cost	\$67,186	\$78,399	\$122,791
Interest Alone	\$17,186	\$28,399	\$72,791

Finally, it is important to note that, in an LID, to protect the taxpayers, the loan is secured through a lien on the property. Liens are typically cleared (paid) at the time a property sells; the cost of which is presumably accounted for in the transaction. While owners of residential properties hold their properties for an average of 12 years, the average holding period for undeveloped commercial real estate is much shorter; typically, only 8 to 10 years. Therefore, aside from the higher cost to the borrower of a longer loan term, extending the borrowing period for LID's beyond 10 years is likely to be irrelevant to most LID participants.

Tie-In to Council Goals

Fiscal Responsibility

Fiscal Information

Actual fiscal impact depends on the actual terms of the loan (term length, interest rate, etc.)

Alternatives and Recommendation

Action Options:

1. Motion and vote to direct staff to change policy related to the length of a loan related to paying back a local improvement district obligation.
2. No action

Submitted By:

Byron D. Smith



Where Life is Sweet

Mayor and Members of the City Council
STAFF REPORT
For the Meeting of September 28, 2026

Title/Subject

August 2026 Monthly 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 August 2026 Financial Report as presented.

Submitted By:

Ignacio Palacios, Finance Director

Byron D. Smith, City Manager

August 2026 Financial Report



Department of Finance
August 2026
(Unaudited)

FY2026-2027 Monthly Financial Report

Hermiston Urban Renewal Agency (HURA)

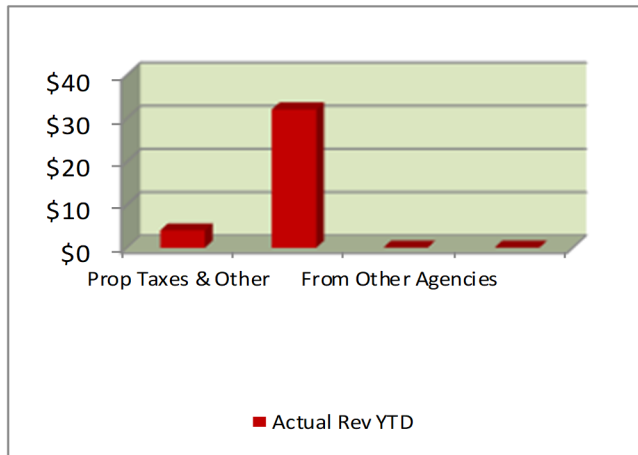
For the Month Ending August 31, 2026

Resources

Through August 31, 2026

by Category

(in \$1,000)



	Annual Bud't Rev	Actual Rev YTD	% Var
Prop Taxes & Other	\$ 364	4	1%
Miscellaneous	\$ 75	32	100%
From Other Agencies	\$ 348	-	0%
Cash Fwd	\$ 5,695	-	0%
Total	\$ 6,482	\$ 36	1%

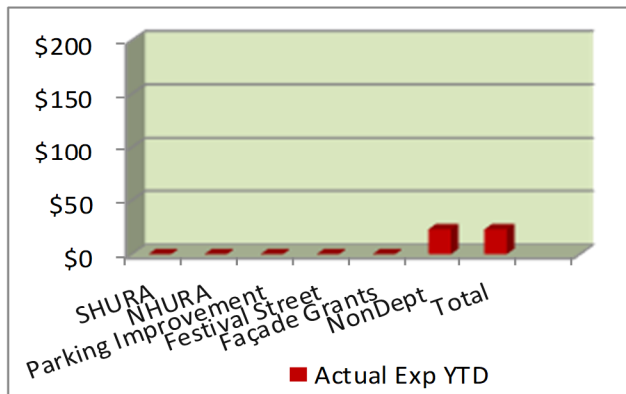
Note: Variance is calculated as % of revenue YTD

Expenditures

Through August 31, 2026

by Category

(in \$1,000)



	Annual Bud't Exp	Actual Exp YTD	% Var
SHURA	\$ 2	-	0%
NHURA	\$ 5,815	-	0%
Parking Improvement	\$ 3	-	0%
Festival Street	\$ 3	-	0%
Façade Grants	\$ 60	-	0%
NonDept	\$ 599	23	4%
Total	\$ 6,482	\$ 23	0%

Note: variance is calculated as % of expenses YTD.

The FY2026-27 budget for the Urban Renewal Agency is \$6,482,100. This includes \$44,000 in HURA general fund for materials and services, \$5,815,000 for the NHURA project and debt service, \$3,000 for parking improvements, \$3,000 for Festival Street, \$3,000 for landscape improvement, \$60,000 for façade grants, \$552,000 in nondepartmental and \$2,100 in SHURA held in contingency.

Hermiston Urban Renewal Agency (HURA)
HURA Capital Projects Report
For the Month Ending August 31, 2026

	Ending Aug 31	YTD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
North First Street Improvement Project	\$ 5,200,000	\$ -	\$ 5,200,000	\$ 1,198,621	0.00%

North First Street Improvement Project (\$5,200,000)

The project will build a new street connecting N. First Street and NE4th Street, extending between NE Aspen Drive and the Home Depot access drive.

Current Update: Engineering design is progressing. ODOT is reviewing the street approach design. The Bureau of Reclamation is reviewing the ditch crossing and easement width reduction.

FY2026-2027 Monthly Financial Report

City of Hermiston, Oregon

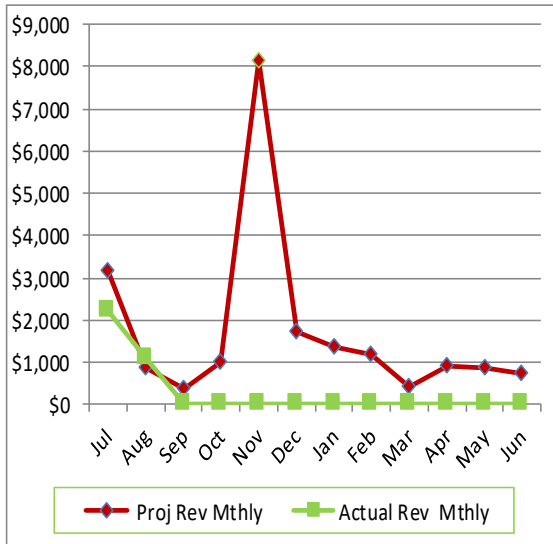
General Fund Resources

For the Month Ending August 31, 2026

General Fund Resources Summary

Through August 31, 2026

(in \$1,000)



	Proj Rev Mthly	Rev Proj Mthly	Actual Rev Mthly	Var Fav/ (Unfav)	% Var
Jul	\$ 3,157	\$ 3,157	\$ 2,233	\$ (923)	-29%
Aug	\$ 874	\$ 874	\$ 1,098	\$ 224	26%
Sep	\$ 352	\$ 352	\$ -		
Oct	\$ 1,004	\$ 1,004	\$ -		
Nov	\$ 8,129	\$ 8,129	\$ -		
Dec	\$ 1,705	\$ 1,705	\$ -		
Jan	\$ 1,371	\$ 1,371	\$ -		
Feb	\$ 1,191	\$ 1,191	\$ -		
Mar	\$ 396	\$ 396	\$ -		
Apr	\$ 927	\$ 927	\$ -		
May	\$ 883	\$ 883	\$ -		
Jun	\$ 731	\$ 731	\$ -		
Total YTD	20,721	20,721	3,332	(699)	-3.4%
Cash Fwd	2,600	-	-	-	0%
Total	\$ 23,321	\$ 20,721	\$ 3,332	(699)	-3.4%

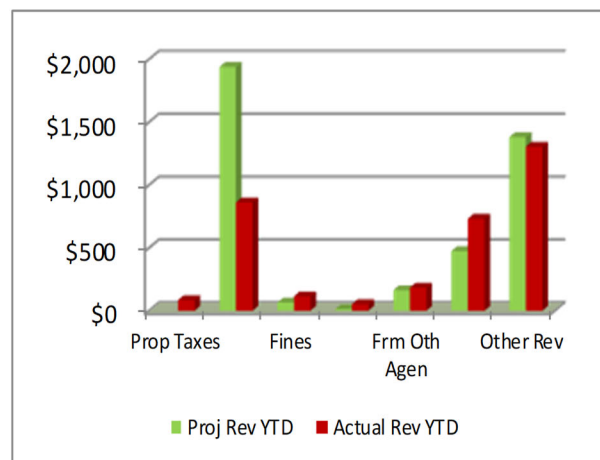
Estimated General Fund revenues for the 2026-27 fiscal year are **\$23,320,700**. Projected year-to-date revenues were **\$4,030,728** compared to actual revenues of **\$3,331,702**, an unfavorable variance of **\$699,026 or 17.3%**. Primarily due to timing of franchise fee turnovers

General Fund - All Resources

Through August 31, 2026

by Category

(in \$1,000)



	Annual Bud't Rev	Proj Rev YTD	Actual Rev YTD	Var Fav/ (Unfav)	% Var
Prop Taxes	\$ 8,442	\$ -	\$ 85	\$ 85	100%
Lic & Fran	\$ 4,125	\$ 1,939	861	\$ (1,078)	-56%
Fines	\$ 450	\$ 65	113	\$ 48	74%
Interest Rev	\$ 100	\$ 12	53	\$ 41	353%
Frms Oth Agen	\$ 966	\$ 162	183	\$ 21	13%
Svc Chgs	\$ 3,143	\$ 473	733	\$ 259	55%
Other Rev	\$ 3,495	\$ 1,380	1,304	\$ (76)	-5%
Cash Fwd	\$ 2,600	\$ -	-		
Total	\$23,321	\$ 4,031	\$ 3,332	\$ (699)	-17.3%

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

FY2026-2027 Monthly Financial Report

City of Hermiston, Oregon

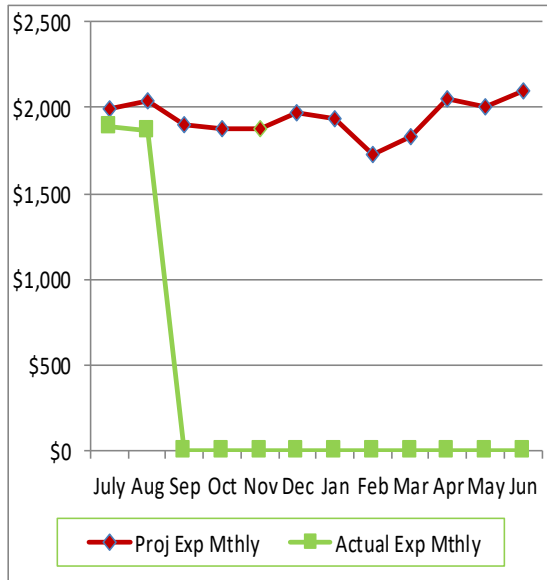
General Fund Expenditures

For the Month Ending August 31, 2026

General Fund Expenditure Summary

Through August 31, 2026

(in \$1,000)



	Proj Exp Mthly	Proj Exp	Actual Exp Mthly	Var Fav/ (Unfav)	% Var
July	\$ 1,995	\$ 1,995	\$ 1,887	\$ 109	5%
Aug	\$ 2,036	\$ 2,036	\$ 1,862	\$ 174	9%
Sep	\$ 1,905	\$ 1,905	\$ -		
Oct	\$ 1,874	\$ 1,874	\$ -		
Nov	\$ 1,878	\$ 1,878	\$ -		
Dec	\$ 1,976	\$ 1,976	\$ -		
Jan	\$ 1,939	\$ 1,939	\$ -		
Feb	\$ 1,725	\$ 1,725	\$ -		
Mar	\$ 1,833	\$ 1,833	\$ -		
Apr	\$ 2,051	\$ 2,051	\$ -		
May	\$ 2,008	\$ 2,008	\$ -		
Jun	\$ 2,099	\$ 2,099	\$ -		
Total YTD	23,321	23,321	3,748	283	1.2%
Contngcy		-	-	-	0%
Total	\$ 23,321	\$ 23,321	\$ 3,748	\$ 283	1.2%

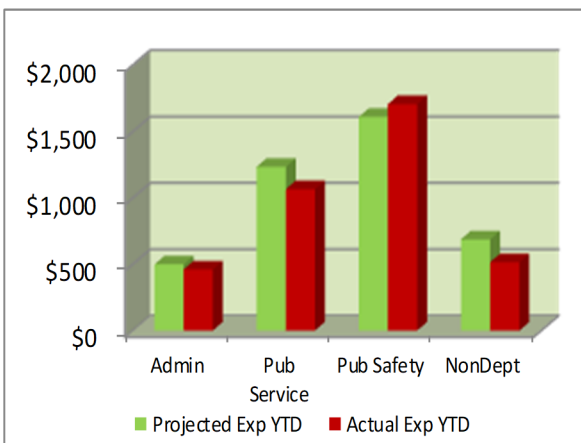
Projected General Fund year-to-date expenditures were **\$23,320,700**. The actual expenditure was **\$3,748,142**, which is **\$282,963** less than projected YTD for a **variance of 7.0%**.

General Fund Expenditures

by Consolidated Department

Through August 31, 2026

(in \$1,000)



	Annual Bud't Exp	Projected Exp YTD	Actual Exp YTD	Var Fav/ (Unfav)	% Var
Admin	\$ 3,049	499	461	39	8%
Pub Service	5,462	1,234	1,065	168	14%
Pub Safety	10,689	1,611	1,707	(96)	-6%
NonDept	4,122	687	515	172	25%
Unapp	-	-	-	-	0%
Total	\$23,321	\$ 4,031	\$ 3,748	\$ 283	7.0%

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

FY 2026-2027 Monthly Financial Report

General Fund Expenditure Detail

For the Month Ending August 31, 2026

General Fund Expenditures by Department

	Annual Budgeted			Var Fav/ (Unfav)	% Var Fav/ (Unfav)
	Exp	Projected Exp YTD	Actual Exp YTD		
City Council	70,300	13,026	24,002	(10,976)	-84%
City Manager/Legal	1,484,800	247,467	232,346	15,121	6%
City Planning	488,900	81,483	64,973	16,510	20%
Finance	1,004,550	157,452	139,377	18,075	11%
Total Administration	3,048,550	499,428	460,698	38,730	8%
Transportation	466,000	68,495	67,073	1,422	2%
Airport	440,150	91,909	117,858	(25,949)	-28%
Parks	946,150	192,157	169,951	22,206	12%
Parks/Utility Landscaping	119,350	26,651	26,214	437	2%
Pool	743,350	376,248	283,301	92,947	25%
Municipal Buildings	176,670	29,445	33,145	(3,700)	-13%
Library	1,225,850	195,836	164,803	31,033	16%
Recreation	885,600	183,175	145,374	37,801	21%
Community Center	294,550	42,196	37,802	4,394	10%
Harkenrider Center	164,130	27,726	19,890	7,836	28%
Total Public Services	5,461,800	1,233,837	1,065,411	168,426	14%
Court	785,500	133,829	110,799	23,030	17%
Police Operations	9,903,150	1,477,061	1,596,455	(119,394)	-8%
Total Public Safety	10,688,650	1,610,890	1,707,254	(96,364)	-6%
Non-Departmental	4,121,700	686,950	514,779	172,171	25%
Unappropriated	0	0	0	0	0%
Total Non-Dept	4,121,700	686,950	514,779	172,171	25%
Total	23,320,700	4,031,105	3,748,142	282,963	7.0%

For August, FY2027

Total Administration is \$38,730 less than YTD projected. **Total Public Services** are \$168,426 less than YTD projected. **Public Safety** is \$96,364 more than YTD projected. **Non-Departmental** is \$172,171 less than YTD projected.

FY2026-2027 Monthly Financial Report

Fund Balance - General Fund

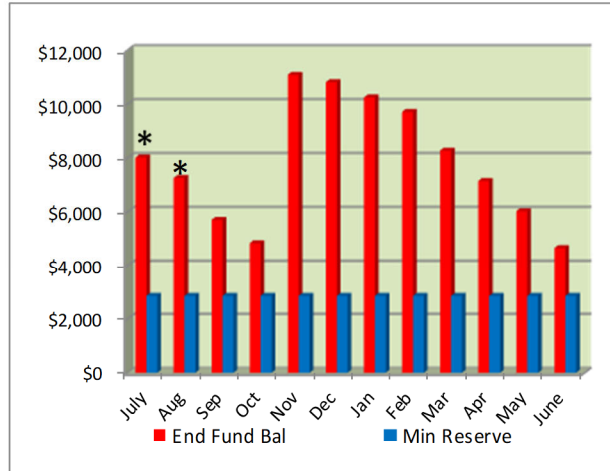
For the Month Ending August 31, 2026

General Fund

Through August 31, 2026

Ending Fund Balance

(in \$1,000)



Minimum Reserve = \$2,855,100

	Other	Begin Fund Bal	Revenue	Expense	End Fund Bal	ACT/PROJ Fund Bal
July	\$ 2,922	\$ 4,757	\$ 2,233	\$ (1,887)	\$ 8,026	ACT*
Aug	\$ -	\$ 8,026	\$ 1,098	\$ (1,862)	\$ 7,263	ACT*
Sep	\$ -	\$ 7,263	\$ 352	\$ (1,905)	\$ 5,710	PROJ*
Oct	\$ -	\$ 5,710	\$ 1,004	\$ (1,874)	\$ 4,840	PROJ*
Nov	\$ -	\$ 4,840	\$ 8,129	\$ (1,878)	\$ 11,090	PROJ*
Dec	\$ -	\$ 11,090	\$ 1,705	\$ (1,976)	\$ 10,819	PROJ*
Jan	\$ -	\$ 10,819	\$ 1,371	\$ (1,939)	\$ 10,251	PROJ*
Feb	\$ -	\$ 10,251	\$ 1,191	\$ (1,725)	\$ 9,716	PROJ*
Mar	\$ -	\$ 9,716	\$ 396	\$ (1,833)	\$ 8,280	PROJ*
Apr	\$ -	\$ 8,280	\$ 927	\$ (2,051)	\$ 7,156	PROJ*
May	\$ -	\$ 7,156	\$ 883	\$ (2,008)	\$ 6,031	PROJ*
June	\$ -	\$ 6,031	\$ 731	\$ (2,099)	\$ 4,663	PROJ*
Total	\$ 2,922	\$ 4,757	\$ 20,022	\$ 23,038	\$ 4,663	

The General Fund balance at the end of August 2026 is approximately **\$7,263,000** which is **2.5439 times** the current Minimum Reserve requirement of **\$2,855,100**.

FY2026-2027 Monthly Financial Report

Special Revenue Funds Report For the Month Ending August 31, 2026

Special Revenue Funds

Resources & Requirements

	2026-27 Annual Budget	Actual YTD	Remaining Budget
02 Bonded Debt Fund			
Resources	1,292,500	321,441	971,059
Expenditures	1,281,500	667	1,280,833
Unappropriated Balance	11,000	N/A	N/A
05 Transient Room Tax (TRT)			
Resources	1,625,000	415,892	1,209,108
Expenditures	1,625,000	366,053	1,258,947
Unappropriated Balance	-	N/A	N/A
08 Reserve Fund			
Resources	28,485,878	2,860,167	25,625,711
Expenditures	28,485,878	1,060,291	27,425,587
Unappropriated Balance	-	N/A	N/A
11 Miscellaneous Special Revenue			
Resources	158,000	-	158,000
Expenditures	158,000	-	158,000
Unappropriated Balance	-	N/A	N/A
19 Christmas Express Special Revenue			
Resources	61,000	-	61,000
Expenditures	61,000	195	60,805
Unappropriated Balance	-	N/A	N/A
20 Law Enforcement Special Revenue			
Resources	69,000	-	69,000
Expenditures	-	-	-
Unappropriated Balance	69,000	N/A	N/A
23 Enterprise Zone Project Fund			
Resources	10,030,300	500,000	9,530,300
Expenditures	10,030,300	517,500	9,512,800
Unappropriated Balance	-	N/A	N/A
24 Building Inspections			
Resources	6,145,000	376,773	5,768,227
Expenditures	6,145,000	184,341	5,960,659
Unappropriated Balance	-	N/A	N/A
25 EOTEC Operations			
Resources	6,636,000	121,974	6,514,026
Expenditures	6,636,000	674,494	5,961,506
Unappropriated Balance	-	N/A	N/A
26 IT Services			
Resources	1,680,259	372,251	1,308,008
Expenditures	1,680,259	363,889	1,316,370
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.

FY 2026-2027 Monthly Financial Report

Eastern Oregon Trade and Event Center (EOTEC) Fund

For the Month Ending August 31, 2026

EOTEC Fund

	2026-2027			Variance	
	Annual Budget	Projected YTD*	Actual YTD	Fav/(Unfav)	% Variance
Events	367,000	61,167	20,974	(40,193)	-66%
TRT/TPA	304,000	50,667	76,000	25,333	50%
Misc.	5,965,000	994,167	25,000	(969,167)	-97%
Total Revenues	6,636,000	1,106,000	121,974	(984,026)	-89%
Personnel	589,760	98,293	102,932	(4,639)	-5%
Materials and Services	408,800	68,133	59,296	8,837	13%
Capital	5,556,040	926,007	471,566	454,441	49%
Transfers	81,400	13,567	40,700	(27,133)	-200%
Total Expenses	6,636,000	1,106,000	674,494	431,506	39%

This fund is projected on the straight-line, 2/12th revenue or expense per month.

Projected revenues to date are **\$1,106,000** and actual year-to-date revenues are **\$984,026** or an **unfavorable variance of 89%**.

Projected expenditures to date are **\$1,106,000** and actual year-to-date expenditures are **\$431,506** or a **favorable variance of 39%**.

FY2026-2027 Monthly Financial Report

Utility and Street Funds Report For the Month Ending August 31, 2026

Utility and Street Funds Report

Resources & Expenditures

	2026-2027			Variance	
	Annual Budget	Projected YTD	Actual YTD	Fav/(Unfav)	% Variance
04 Street Fund					
Resources	2,935,887	328,981	300,504	(28,477)	-9%
Expenditures	2,635,887	439,315	286,256	153,059	35%
Contingency	300,000	N/A	N/A	N/A	N/A

06 Utility Fund					
Resources	19,767,212	2,277,659	3,083,326	805,667	35%
Expenditures	18,792,212	3,132,035	3,121,463	10,572	0%
Contingency	975,000	N/A	N/A	N/A	N/A

13 HES Fund					
Resources	13,933,000	1,988,833	1,992,465	3,632	0%
Expenditures	12,524,915	2,087,486	1,570,434	517,052	25%
Contingency	1,408,085	N/A	N/A	N/A	N/A

15 Regional Water Fund					
Resources	3,760,000	493,333	541,172	47,839	10%
Expenditures	3,610,000	601,667	686,208	(84,541)	-14%
Contingency	150,000	N/A	N/A	N/A	N/A

All four of these funds are projected on a straight line, 2/12th of budgeted expense or revenue per month.

Revenues for the **Street Fund** are **\$28,477 less** than projected. Expenditures are **\$153,059 less** than projected.

Revenues in the **Utility Funds** are **\$805,667 more** than projected. Expenditures are **\$10,572 less** than projection.

The **HES Fund** revenue is **\$3,632 more** than projected. Expenditures are **\$517,052 less** than projected.

The **Regional Water Fund** revenues are **\$47,839 more** than projected. Expenditures are **\$84,541 more** than projected.

FY2026-27 Monthly Financial Report

City of Hermiston, Oregon

Utilities/Streets Capital Projects Report

For the Month Ending August 31, 2026

	2026-27 Budget	FY-TD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,700,000	\$ 227,844	\$ 1,700,000	\$ 522,719	30.75%
Gettman Road Extension ROA	400,000	3,115	650,000	507,130	78.02%
SE 10th Street Bridge Upgrades	500,000	-	600,000	90,197	15.03%
Dogwood Street	425,000	-	425,000	-	0.00%
RWS Backup Generators	400,000	9,481	400,000	226,948	56.74%
AWS System Expansion - RWS	3,000,000	15,099	34,449,400	30,723,447	89.18%
Orchard Water Line Replacement	1,700,000	152,270	1,700,000	274,236	16.13%
Well #6 Reservoir Painting	115,000	-	115,000	-	0.00%
E Highland Avenue Line Replacement	1,410,000	-	1,410,000	-	0.00%
View Dr Booster Upgrade	1,020,000	-	1,020,000	-	0.00%
Well #6 Chlorination	700,000	192,700	1,000,000	391,064	39.11%
Well #4 Control System	530,000	-	530,000	172,405	32.53%
Lift Station #5 Rebuild	150,000	-	150,000	-	0.00%
E. Evelyn Avenue Gravity SL Replacement	350,000	107,983	830,000	173,507	20.90%
Lift Station #7 Rebuild	950,000	-	950,000	82,991	8.74%
RW Treatment Plant UV Improvement	1,500,000	-	1,500,000	-	0.00%
E. Theater Lane Lift Station	950,000	-	950,000	-	0.00%
AWS Cooling Discharge	5,500,000	-	5,500,000	738,598	13.43%
LID 323 - NW 2nd Street Paving	550,000	133,770	580,000	190,195	32.79%
LID 324 - E. Jennie Ave	1,270,000	-	1,270,000	-	0.00%
Total	\$ 23,120,000	\$ 842,262	\$ 55,729,400	\$ 34,093,437	61.18%

Geer & Harper Re-alignment (\$1,700,000)

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: Construction proceeded in August in preparation for paving of 1st and Geer/Harper in September.

Gettman Road Extension ROA (\$650,000)

Gettman Road Extension right of way acquisition project.

Current Update: Acquisition has closed on approximately 76% of the proposed Right of Way. Negotiations continue on the remaining 24%.

SE 10th Street Bridge Improvements (\$600,000)

Replaces and widens the bridge across the 'A' Line Canal.

Current Update: Design proceeding, with construction planned on a timeline inverse from normal, with SE 10th requiring closure and bridge replacement over the winter of '26-'27 to accommodate when water is not in the canal.

FY2026-27 Monthly Financial Report

City of Hermiston, Oregon

Utilities/Streets Capital Projects Report

For the Month Ending August 31, 2026

	2026-27 Budget	FY-TD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,700,000	\$ 227,844	\$ 1,700,000	\$ 522,719	30.75%
Gettman Road Extension ROA	400,000	3,115	650,000	507,130	78.02%
SE 10th Street Bridge Upgrades	500,000	-	600,000	90,197	15.03%
Dogwood Street	425,000	-	425,000	-	0.00%
RWS Backup Generators	400,000	9,481	400,000	226,948	56.74%
AWS System Expansion - RWS	3,000,000	15,099	34,449,400	30,723,447	89.18%
Orchard Water Line Replacement	1,700,000	152,270	1,700,000	274,236	16.13%
Well #6 Reservoir Painting	115,000	-	115,000	-	0.00%
E Highland Avenue Line Replacement	1,410,000	-	1,410,000	-	0.00%
View Dr Booster Upgrade	1,020,000	-	1,020,000	-	0.00%
Well #6 Chlorination	700,000	192,700	1,000,000	391,064	39.11%
Well #4 Control System	530,000	-	530,000	172,405	32.53%
Lift Station #5 Rebuild	150,000	-	150,000	-	0.00%
E. Evelyn Avenue Gravity SL Replacement	350,000	107,983	830,000	173,507	20.90%
Lift Station #7 Rebuild	950,000	-	950,000	82,991	8.74%
RW Treatment Plant UV Improvement	1,500,000	-	1,500,000	-	0.00%
E. Theater Lane Lift Station	950,000	-	950,000	-	0.00%
AWS Cooling Discharge	5,500,000	-	5,500,000	738,598	13.43%
LID 323 - NW 2nd Street Paving	550,000	133,770	580,000	190,195	32.79%
LID 324 - E. Jennie Ave	1,270,000	-	1,270,000	-	0.00%
Total	\$ 23,120,000	\$ 842,262	\$ 55,729,400	\$ 34,093,437	61.18%

Dogwood Street (\$425,000)

The existing gravel roadway will be replaced with a fully developed street, including curb/gutters/sidewalk.

Current Update: Construction proceeded in August in preparation for paving in September.

RWS Backup Generators (\$5,000,000)

To provide backup power supply to the regional water system.

Current Update: Site preparation and on-site electrical work continued in August; however, delivery and installation of those long-lead-time items is not anticipated until Winter 26/27, with installation work anticipated to be coordinated around planned outages by the system users throughout 2027.

FY2026-27 Monthly Financial Report

City of Hermiston, Oregon

Utilities/Streets Capital Projects Report

For the Month Ending August 31, 2026

	2026-27 Budget	FY-TD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,700,000	\$ 227,844	\$ 1,700,000	\$ 522,719	30.75%
Gettman Road Extension ROA	400,000	3,115	650,000	507,130	78.02%
SE 10th Street Bridge Upgrades	500,000	-	600,000	90,197	15.03%
Dogwood Street	425,000	-	425,000	-	0.00%
RWS Backup Generators	400,000	9,481	400,000	226,948	56.74%
AWS System Expansion - RWS	3,000,000	15,099	34,449,400	30,723,447	89.18%
Orchard Water Line Replacement	1,700,000	152,270	1,700,000	274,236	16.13%
Well #6 Reservoir Painting	115,000	-	115,000	-	0.00%
E Highland Avenue Line Replacement	1,410,000	-	1,410,000	-	0.00%
View Dr Booster Upgrade	1,020,000	-	1,020,000	-	0.00%
Well #6 Chlorination	700,000	192,700	1,000,000	391,064	39.11%
Well #4 Control System	530,000	-	530,000	172,405	32.53%
Lift Station #5 Rebuild	150,000	-	150,000	-	0.00%
E. Evelyn Avenue Gravity SL Replacement	350,000	107,983	830,000	173,507	20.90%
Lift Station #7 Rebuild	950,000	-	950,000	82,991	8.74%
RW Treatment Plant UV Improvement	1,500,000	-	1,500,000	-	0.00%
E. Theater Lane Lift Station	950,000	-	950,000	-	0.00%
AWS Cooling Discharge	5,500,000	-	5,500,000	738,598	13.43%
LID 323 - NW 2nd Street Paving	550,000	133,770	580,000	190,195	32.79%
LID 324 - E. Jennie Ave	1,270,000	-	1,270,000	-	0.00%
Total	\$ 23,120,000	\$ 842,262	\$ 55,729,400	\$ 34,093,437	61.18%

AWS System Expansion- RWS (\$29,449,400)

Amazon Web Services is paying to extend the City-owned 16" water main in Feedville Road approximately 7,000 feet to connect 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 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. Additionally, this will construct an aquifer and associated storage system.

Current Update: ASR Testing Complete. The initial round of recharge has begun at a rate of 1,350 gallons per minute, putting the project on-track to recharge between 400 million and 500 million gallons by April. For reference, this is equal to about 1/3 of the entire city's water usage for an entire year.

Orchard Water Line Replacement (\$1,700,000)

Replaces 3,200 feet of water main line along W. Orchard Ave. between S.W. 7th St. and S.W. 11th St., and along SW. 9th St. between W. Orchard Ave. and W. Juniper Ave.

Current Update: Construction continued on schedule in August in preparation for paving in September.

FY2026-27 Monthly Financial Report

City of Hermiston, Oregon

Utilities/Streets Capital Projects Report

For the Month Ending August 31, 2026

	2026-27 Budget	FY-TD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,700,000	\$ 227,844	\$ 1,700,000	\$ 522,719	30.75%
Gettman Road Extension ROA	400,000	3,115	650,000	507,130	78.02%
SE 10th Street Bridge Upgrades	500,000	-	600,000	90,197	15.03%
Dogwood Street	425,000	-	425,000	-	0.00%
RWS Backup Generators	400,000	9,481	400,000	226,948	56.74%
AWS System Expansion - RWS	3,000,000	15,099	34,449,400	30,723,447	89.18%
Orchard Water Line Replacement	1,700,000	152,270	1,700,000	274,236	16.13%
Well #6 Reservoir Painting	115,000	-	115,000	-	0.00%
E Highland Avenue Line Replacement	1,410,000	-	1,410,000	-	0.00%
View Dr Booster Upgrade	1,020,000	-	1,020,000	-	0.00%
Well #6 Chlorination	700,000	192,700	1,000,000	391,064	39.11%
Well #4 Control System	530,000	-	530,000	172,405	32.53%
Lift Station #5 Rebuild	150,000	-	150,000	-	0.00%
E. Evelyn Avenue Gravity SL Replacement	350,000	107,983	830,000	173,507	20.90%
Lift Station #7 Rebuild	950,000	-	950,000	82,991	8.74%
RW Treatment Plant UV Improvement	1,500,000	-	1,500,000	-	0.00%
E. Theater Lane Lift Station	950,000	-	950,000	-	0.00%
AWS Cooling Discharge	5,500,000	-	5,500,000	738,598	13.43%
LID 323 - NW 2nd Street Paving	550,000	133,770	580,000	190,195	32.79%
LID 324 - E. Jennie Ave	1,270,000	-	1,270,000	-	0.00%
Total	\$ 23,120,000	\$ 842,262	\$ 55,729,400	\$ 34,093,437	61.18%

Well #6 Reservoir Painting (\$115,000)

Sandblasting, priming, and painting all exterior surfaces to maintain useful life of the reservoir.

Current Updates

No substantial work started.

E. Highland Avenue Line Replacement (\$1,410,000)

Replaces existing water main and tees, valves and service lines on E. Highland between S.E. 6th and S.E 10th streets.

Current Updates

Design work began – through 60% design.

View Drive Booster Upgrade (\$1,020,000)

Reconstructs the pump station in an aboveground structure to provide sufficient room for operation and maintenance. Pumps will be resized to meet future demands for service in the area, along with installation of new pumps, valves, controls, and electrical systems.

Current Updates

Preliminary design has begun.

FY2026-27 Monthly Financial Report

City of Hermiston, Oregon

Utilities/Streets Capital Projects Report

For the Month Ending August 31, 2026

	2026-27 Budget	FY-TD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,700,000	\$ 227,844	\$ 1,700,000	\$ 522,719	30.75%
Gettman Road Extension ROA	400,000	3,115	650,000	507,130	78.02%
SE 10th Street Bridge Upgrades	500,000	-	600,000	90,197	15.03%
Dogwood Street	425,000	-	425,000	-	0.00%
RWS Backup Generators	400,000	9,481	400,000	226,948	56.74%
AWS System Expansion - RWS	3,000,000	15,099	34,449,400	30,723,447	89.18%
Orchard Water Line Replacement	1,700,000	152,270	1,700,000	274,236	16.13%
Well #6 Reservoir Painting	115,000	-	115,000	-	0.00%
E Highland Avenue Line Replacement	1,410,000	-	1,410,000	-	0.00%
View Dr Booster Upgrade	1,020,000	-	1,020,000	-	0.00%
Well #6 Chlorination	700,000	192,700	1,000,000	391,064	39.11%
Well #4 Control System	530,000	-	530,000	172,405	32.53%
Lift Station #5 Rebuild	150,000	-	150,000	-	0.00%
E. Evelyn Avenue Gravity SL Replacement	350,000	107,983	830,000	173,507	20.90%
Lift Station #7 Rebuild	950,000	-	950,000	82,991	8.74%
RW Treatment Plant UV Improvement	1,500,000	-	1,500,000	-	0.00%
E. Theater Lane Lift Station	950,000	-	950,000	-	0.00%
AWS Cooling Discharge	5,500,000	-	5,500,000	738,598	13.43%
LID 323 - NW 2nd Street Paving	550,000	133,770	580,000	190,195	32.79%
LID 324 - E. Jennie Ave	1,270,000	-	1,270,000	-	0.00%
Total	\$ 23,120,000	\$ 842,262	\$ 55,729,400	\$ 34,093,437	61.18%

Well # 6 Chlorination (\$1,000,000)

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: Work continued on schedule throughout August.

Well #4 Control System (\$530,000)

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

Contractor delays may require this project to wait an additional year. Liquidated damages may be considered.

FY2026-27 Monthly Financial Report

City of Hermiston, Oregon

Utilities/Streets Capital Projects Report

For the Month Ending August 31, 2026

	2026-27 Budget	FY-TD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,700,000	\$ 227,844	\$ 1,700,000	\$ 522,719	30.75%
Gettman Road Extension ROA	400,000	3,115	650,000	507,130	78.02%
SE 10th Street Bridge Upgrades	500,000	-	600,000	90,197	15.03%
Dogwood Street	425,000	-	425,000	-	0.00%
RWS Backup Generators	400,000	9,481	400,000	226,948	56.74%
AWS System Expansion - RWS	3,000,000	15,099	34,449,400	30,723,447	89.18%
Orchard Water Line Replacement	1,700,000	152,270	1,700,000	274,236	16.13%
Well #6 Reservoir Painting	115,000	-	115,000	-	0.00%
E Highland Avenue Line Replacement	1,410,000	-	1,410,000	-	0.00%
View Dr Booster Upgrade	1,020,000	-	1,020,000	-	0.00%
Well #6 Chlorination	700,000	192,700	1,000,000	391,064	39.11%
Well #4 Control System	530,000	-	530,000	172,405	32.53%
Lift Station #5 Rebuild	150,000	-	150,000	-	0.00%
E. Evelyn Avenue Gravity SL Replacement	350,000	107,983	830,000	173,507	20.90%
Lift Station #7 Rebuild	950,000	-	950,000	82,991	8.74%
RW Treatment Plant UV Improvement	1,500,000	-	1,500,000	-	0.00%
E. Theater Lane Lift Station	950,000	-	950,000	-	0.00%
AWS Cooling Discharge	5,500,000	-	5,500,000	738,598	13.43%
LID 323 - NW 2nd Street Paving	550,000	133,770	580,000	190,195	32.79%
LID 324 - E. Jennie Ave	1,270,000	-	1,270,000	-	0.00%
Total	\$ 23,120,000	\$ 842,262	\$ 55,729,400	\$ 34,093,437	61.18%

Lift Station #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.

E. Evelyn Avenue Gravity Sewer Line Replacement (\$480,000)

Multiple deficiencies exist in the pipe segments, including structural failures, sagging, root intrusions, and separated joints that cause blockages hindering sewer flow and require the City to clean this line monthly. Newly installed pipe will save maintenance costs and drastically reduce the likelihood of blockages, mitigating the potential for sewage backing up into local residences.

Current Update: Construction continued on schedule in August in preparation for paving in September.

Lift Station #7 Rebuild (\$950,000)

Upgrade to electrical and control systems, replaces duplex pumps and mechanical pumps, rails, and valves and planned safety improvements to surrounding sidewalk.

Current Update: Delays in some material acquisition by the contractor is likely to push actual construction in to the Winter/Spring.

FY2026-27 Monthly Financial Report

City of Hermiston, Oregon

Utilities/Streets Capital Projects Report

For the Month Ending August 31, 2026

	2026-27 Budget	FY-TD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,700,000	\$ 227,844	\$ 1,700,000	\$ 522,719	30.75%
Gettman Road Extension ROA	400,000	3,115	650,000	507,130	78.02%
SE 10th Street Bridge Upgrades	500,000	-	600,000	90,197	15.03%
Dogwood Street	425,000	-	425,000	-	0.00%
RWS Backup Generators	400,000	9,481	400,000	226,948	56.74%
AWS System Expansion - RWS	3,000,000	15,099	34,449,400	30,723,447	89.18%
Orchard Water Line Replacement	1,700,000	152,270	1,700,000	274,236	16.13%
Well #6 Reservoir Painting	115,000	-	115,000	-	0.00%
E Highland Avenue Line Replacement	1,410,000	-	1,410,000	-	0.00%
View Dr Booster Upgrade	1,020,000	-	1,020,000	-	0.00%
Well #6 Chlorination	700,000	192,700	1,000,000	391,064	39.11%
Well #4 Control System	530,000	-	530,000	172,405	32.53%
Lift Station #5 Rebuild	150,000	-	150,000	-	0.00%
E. Evelyn Avenue Gravity SL Replacement	350,000	107,983	830,000	173,507	20.90%
Lift Station #7 Rebuild	950,000	-	950,000	82,991	8.74%
RW Treatment Plant UV Improvement	1,500,000	-	1,500,000	-	0.00%
E. Theater Lane Lift Station	950,000	-	950,000	-	0.00%
AWS Cooling Discharge	5,500,000	-	5,500,000	738,598	13.43%
LID 323 - NW 2nd Street Paving	550,000	133,770	580,000	190,195	32.79%
LID 324 - E. Jennie Ave	1,270,000	-	1,270,000	-	0.00%
Total	\$ 23,120,000	\$ 842,262	\$ 55,729,400	\$ 34,093,437	61.18%

Recycled Water Treatment Plant UV Upgrades (\$1,500,000)

Replaces existing gas chlorine treatment equipment at the Recycled Water Treatment Plant with an ultra-violet light process.

Current Updates

Contract awarded for equipment. Long lead-times will place the bulk of installation costs in 2027/28.

East Theater Lane Lift Station (\$950,000)

E Theater Lane will construct a new sewer lift station near E Theater and NE 14th to facilitate efficient development of future housing development.

Current Update: Design is in process.

AWS Cooling Discharge (\$5,500,000)

Amazon Web Services is partnering with the City to design a temporary 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 Highway 207.

Current Update: Design is nearing completion. Bid opening anticipated in Fall.

FY2026-27 Monthly Financial Report

City of Hermiston, Oregon

Utilities/Streets Capital Projects Report

For the Month Ending August 31, 2026

	2026-27 Budget	FY-TD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Geer & Harper Re-alignment	\$ 1,700,000	\$ 227,844	\$ 1,700,000	\$ 522,719	30.75%
Gettman Road Extension ROA	400,000	3,115	650,000	507,130	78.02%
SE 10th Street Bridge Upgrades	500,000	-	600,000	90,197	15.03%
Dogwood Street	425,000	-	425,000	-	0.00%
RWS Backup Generators	400,000	9,481	400,000	226,948	56.74%
AWS System Expansion - RWS	3,000,000	15,099	34,449,400	30,723,447	89.18%
Orchard Water Line Replacement	1,700,000	152,270	1,700,000	274,236	16.13%
Well #6 Reservoir Painting	115,000	-	115,000	-	0.00%
E Highland Avenue Line Replacement	1,410,000	-	1,410,000	-	0.00%
View Dr Booster Upgrade	1,020,000	-	1,020,000	-	0.00%
Well #6 Chlorination	700,000	192,700	1,000,000	391,064	39.11%
Well #4 Control System	530,000	-	530,000	172,405	32.53%
Lift Station #5 Rebuild	150,000	-	150,000	-	0.00%
E. Evelyn Avenue Gravity SL Replacement	350,000	107,983	830,000	173,507	20.90%
Lift Station #7 Rebuild	950,000	-	950,000	82,991	8.74%
RW Treatment Plant UV Improvement	1,500,000	-	1,500,000	-	0.00%
E. Theater Lane Lift Station	950,000	-	950,000	-	0.00%
AWS Cooling Discharge	5,500,000	-	5,500,000	738,598	13.43%
LID 323 - NW 2nd Street Paving	550,000	133,770	580,000	190,195	32.79%
LID 324 - E. Jennie Ave	1,270,000	-	1,270,000	-	0.00%
Total	\$ 23,120,000	\$ 842,262	\$ 55,729,400	\$ 34,093,437	61.18%

NW 2nd Street Paving (\$580,000)

Northwest 2nd street paving of existing gravel street from West Elm street to West Cherry Avenue to include grading, storm drainage, asphalt, centerline stripes, and crosswalk.

Current Update: Construction continued through August in preparation for paving in September.

E. Jennie Avenue (\$1,270,000)

Construction of E Jennie Ave between NE 8th and NE 10th through a Local Improvement District.

Current Update: Design complete. Council approved the LID in August. Advertisement in September.

FY2026-27 Monthly Financial Report
City of Hermiston, Oregon
Other City Capital Projects Report
For the Month Ending August 31, 2026

	2026-27 Budget	FY-TD Expenditures	Project Budget	Project To-Date Expenditures	% Complete
Urban Tree Project (Grant)	575,000	28,666	1,000,000	441,194	44.12%
Sherman Park Project	50,000	-	420,000	23,939	5.70%
Total	\$ 625,000	\$ 28,666	\$ 1,420,000	\$ 465,133	32.76%

Urban Tree Project Grant (1,000,000)

Federal grant for purpose of urban tree projects for tree planting throughout Hermiston

Current Update: We are pausing work on this project pending a better forecast of the federal budget. Preparing an estimate and bid package for a possible tree planting project on main street if federal budget moves forward.

Sherman Park Project (\$420,000)

Cimmaron Park is to be built on land purchased from and donated by the developer. The park will include a nature trail and a natural playground system. The City was recently awarded a state grant for a large portion of this project. This project will develop a 0.61-acre park featuring a playground, gazebo, pathways, and landscaping. The park will be adjacent to the existing 8.61-acre Cimmaron Recreation Area, which includes a trail encircling the wetlands.

Current Update: Bids came in above budget. Scope reductions are in negotiations and a contract should be coming in the next 4 to 6 weeks.