



Agenda
February 26th, 2016
7:00 a.m.

Stafford Hansell Government Center
915 S.E. Columbia Drive
Hermiston, OR 97838

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- I. Call Meeting To Order - 7:00 a.m.
 - II. Action Items
 - a. Review and possible approval of EOTEC Board Minutes for the January 29, 2016 and February 5, 2016 meetings.
 - b. Review and possible approval of Schematic Designs for the Barns
 - c. Review and possible approval of Telecommunication Costs
 - d. Review and possible approval of access control changes
 - e. Review and possible approval of update to as built
 - f. Review and possible acceptance of Frew Monthly Report Items
 - i. Items that are out for bid
 - g. Review and possible authorization of Final Payment to Barton Laser Leveling
 - III. Committee Reports
 - a. Budget and Fiscal
 - i. Discussion and possible approval of change in banking procedures
 - b. Fundraising
 - c. Hoteliers/Marketing
 - d. Facilities
 - i. Discussion of a Community Open House (Week of April 18)
 - e. Governance
 - f. Operations
 - IV. Public Comment
 - V. Next Meeting – March 11, 2016 @7:00am
 - VI. Adjourn



Meeting Minutes
January 29th, 2016

Stafford Hansell Government Center
915 S.E. Columbia Dr. Hermiston, OR

Board Members – Chairman Byron Smith, Vice Chairman Dan Dorran, Secretary/Treasurer Larry Givens, Board members David Bothum, Kim Puzev, Vijay Patel and Don Miller.

Present were Board Members Byron Smith, Kim Puzey, Vijay Patel, Dan Dorran, Dave Bothum, Larry Givens, and Don Miller. City employees present were Finance Director Amy Palmer and Executive Assistant Lilly Alarcon-Strong. Also present were Rob Dreier and Angela Young (both arrived at 7:35am), Heather Cannell, Bob Barton, Bill Elfering, Dennis Barnett, George Anderson, Jade McDowell of the East Oregonian, and members from the public.

Chairman Byron Smith called the meeting to order at 7:00 am.

Agenda Amendment- After some discussion Vijay moved and Larry seconded to amend the Agenda to add Action Item F, Elect Chairman Byron Smith. Motion carried unanimously.

Elect Chairman Byron Smith- Don moved and Dan seconded to formally nominate and appoint Byron Smith as Chairman of the EOTEC Board. Motion carried unanimously.

Approve Minutes – Don moved and Vijay seconded approval for the minutes of the special meeting on December 16th and the regular meeting on December 18th. Motion carried unanimously.

Rental Rates- Heather presented the Board with various rates and amenities from conference centers throughout the region and recommended the Board approve the following rates for EOTEC: Refundable Deposit \$500; Rental Rate \$1,200; Set up and Tear down \$400; Janitorial \$300; Kitchen use \$150, for a total of \$2,050; with renters paying separate costs for insurance and security. Meeting rooms at \$100 to \$250, with Trade Show Booths at \$300. Non-Profit Organizations will be able to use the facility at half the cost. Larry moved and Vijay seconded to approve the rental rates as presented by Heather with an amendment to review these rates within the first year of operation for possible rate changes if necessary. Motion carried unanimously.

Naming of the EOTEC Entry Road- Dan moved and Don seconded to name the EOTEC Entry Road after previous EOTEC Board member Chet Prior with consultation and final approval from Mr. Prior's Family. Motion carried unanimously.

Hermiston Horse Sale Grant- Randy Hull, new owner of the Hermiston Horse Sale Extravaganza stated this sale has been in Hermiston for as long as anyone can remember, and to continue to have this sale in Hermiston, Randy is asking for the Board to approve a \$2,000 grant to buy panels. Currently, panels are being rented at the Fair Grounds each time a horse sale event takes place, 3 times per year. The horse sale promotes Hermiston not just in its name, but in 6 different magazines, catalogs, and advertisements, and gives the area a great deal of business from dining, retail, overnight stays, and etc. for the 2,000 to 3,000 people who travel to the area for these specific sales. Dan moved and Dave seconded to approve the \$2,000 from the marketing fund for the Hermiston Horse Sale Grant. Motion carried unanimously.

Vijay suggested the Board come up with a procedure for future grants.

Byron stated he, Dan, and Heather are working on an application process.

Frew Monthly Report- Due to Frew's absence, and questions the Board had regarding the Rodeo Build, Byron proposed the Board meet next Friday, February 5th, at 7:00am in the Stafford Hansell Government Center to discuss this issue in further detail and take action as these items cannot wait until the next monthly meeting. The Board accepted this proposal.

Budget & Fiscal Committee Report- Byron stated on the disbursements, the item in the amount of \$2,778.27 for Rodeo Bid Set Evaluation thru 12/25/15 from LRS Architects, will not be paid as the Executive Board has questions regarding this fee and is in discussion with Frew.

Dan moved and Larry seconded to approve the monthly disbursements and financial report prepared and presented by Finance Director Amy Palmer, with the exception of the above LRS Architect item for \$2,778.27. Motion carried unanimously.

Amy stated last year the Budget Subcommittee members were Dan, Ed, Heather, and Chet. Amy asked if Dan, Byron, Heather, and Don would consider being on the committee this year, with Robert Pahl being asked to be in attendance. All accepted. Amy stated the Committee will also need to finalize the members of the Budget Committee as well.

(Rob Drier and Angela Young arrived 7:35 am)

Fundraising- Dennis Barnett stated as of Wednesday, January 27th the Fundraising Committee has raised over \$509,000. The Committee is continuing to reach out and give presentations to not only this community, but surrounding communities as well. The community has always been very giving and continues to do so with the EOTEC project.

The Board thanked the Fundraising Committee for all the time and effort they have placed in the EOTEC project.

Lottery Game Report (HB 4008)- Dan stated Representative Smith introduced House Bill 4008 that would allow the Friends of the Fair and Rodeo to contract with the Oregon Lottery Commission to use their machines for the 100⁰ contest. The 100⁰ Contest is played by filling out the date and time the individual believed the temperature will hit 100⁰ in Hermiston. Dan will be traveling to Salem to testify in support of this Bill. If passed, the Bill will support the Friends of the Rodeo and EOTEC.

Kim moved and David seconded to support HB 4008. Motion carried unanimously.

Frew Construction Report- Rob stated the Event Center is on schedule, contractors are finishing up ceiling work, light fixtures, heating registers, electrical receptacles, and are beginning to clean up areas. Exterior work will be discussed next week as they are action items for the Board.

Rob introduced Angela Young, Frew's new Project Coordinator.

Governance- Byron stated the agenda format has vaguely changed and the Board can expect to see a few more changes within the next couple of months until a format has been finalized. The Agenda Packet will also try to be emailed out sooner so the Board can have enough time to properly review it, prior to meetings.

Operations- Heather stated she is finishing up all the FFE orders, pricing, marketing, policies and procedures have been written and are being reviewed, and has been working with Byron and Amy to finalize the revenue process. The software should be completed and ready for use mid-March. After this point, the Community Calendar will be able to be used.

Byron stated he would like the Policies and Procedures to be finalized for approval at the next meeting in March, and a Grand Opening in April.

Public Comment- Bob Barton stated there are items from about six months ago that have not been resolved between his company, Frew, and the Board. Bob would like to have a meeting with the Executive Board to discuss these items in further detail.

Byron agreed and stated he will have it scheduled before EOTEC's regularly scheduled meeting in February.

George Anderson asked Dan if he could repeat the comment he made to Representative Greg Walden.

Dan stated in 1981, there were 12,000 people who attended the Umatilla County Fair; today, there are over 80,000 people who attend.

The Board was invited to the Fair Board Appreciation Dinner at Thompson Hall on Saturday, January 30th at 6:00pm.

Adjourned- at 8:00 am.

Next meeting –The next meeting will be Friday, February 5th, 2016 @ 7:00 am. Stafford Hansell Government Center 915 SE Columbia Dr. Hermiston, OR

Special Meeting Minutes

February 5th, 2016



Stafford Hansell Government Center
915 S.E. Columbia Dr. Hermiston, OR

Board Members – Chairman Byron Smith, Vice Chairman Dan Dorran, Secretary/Treasurer Larry Givens, Board members David Bothum, Kim Puzey, Vijay Patel and Don Miller.

Present were Board Members Byron Smith, Kim Puzey, Vijay Patel, Dan Dorran (via phone), Dave Bothum, Larry Givens, and Don Miller. Also present were Mayor Dave Drotzmann, Executive Assistant Lilly Alarcon-Strong, Ed Brookshier, Rob Dreier and Angela Young, Heather Cannell, Bill Elfering, Dennis Barnett, Robert Pahl, Tom Spoo, Jade McDowell of the East Oregonian, Gary West from the Hermiston Herald and members from the public.

Chairman Byron Smith called the meeting to order at 7:02 am.

Resignation of David Bothum- David stated it has been an honor to be on the EOTEC Board, and although EOTEC is important to him, the Rodeo is more so, and he would like to step down as a Board Member in hopes to be able to participate in the Rodeo Grounds Bid process.

The Board stated they are very appreciative of all the years of service and dedication David has provided.

Larry moved and Vijay seconded to accept the resignation of David Bothum. Motion carried unanimously.

Frew Monthly Report- Rob suggested bidding the Rodeo as a single contract with mechanical, electrical, and plumbing for the rodeo be included in the design build for the bid. Frew will work with the Board to develop the specifications of the bid package so that it can go out. By placing the design build out to bid this way, the project will save a substantial amount of time and have some financial savings as well.

Dan moved and Larry seconded to approve all bid packages as presented by Frew. Motion carried unanimously.

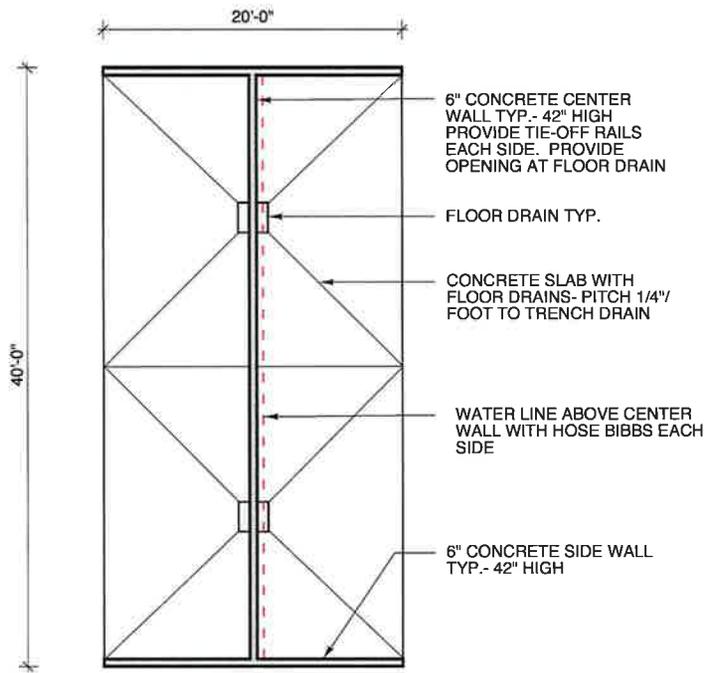
(Dan exited the meeting via phone 7:13 am)

Hotelier/Marketing- Vijay presented the Board with TPA collection figures as of the 3rd quarter, of \$86,260 with 4th quarter collection in April. Total collected last year, for all 4 quarters, was \$ 86,366. These figures show a steady increase in TPA collection.

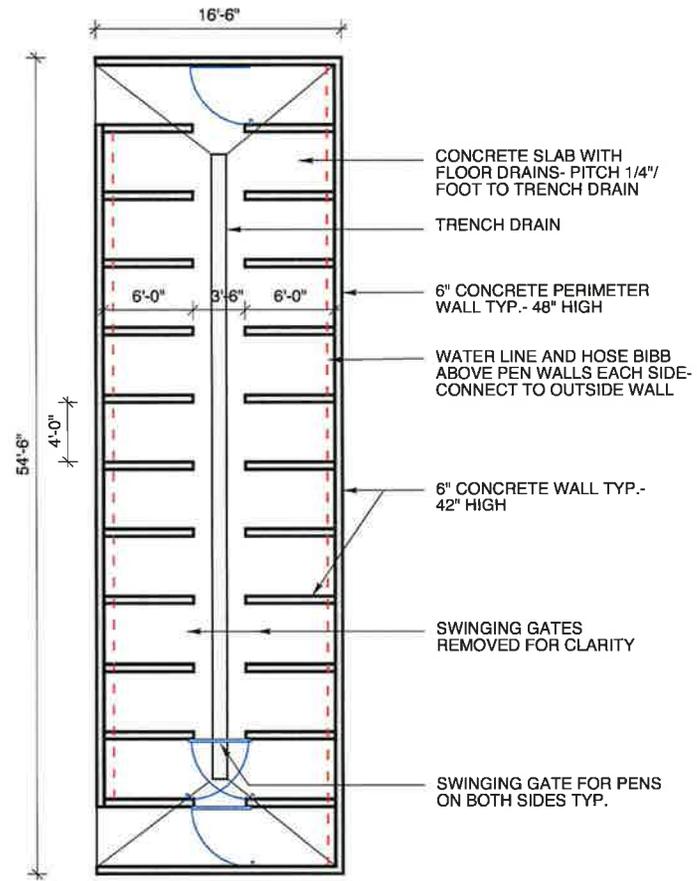
Governance- Byron stated the near completed drawings on the Rodeo grounds are available for viewing. The drawings reflect most of the comments and recommendations from the City's Buildings Official, although there will be a few more items added before it goes out to bid. The Board may need to schedule additional meetings as some bid schedules are time sensitive.

Adjourned- at 7:20 am.

Next meeting –The next meeting will be Friday, February 26th, 2016 @ 7:00 am. Stafford Hansell Government Center 915 SE Columbia Dr. Hermiston, OR



CATTLE WASH RACK



SWINE WASH RACK



Eastern Oregon Telecom Costs

Project	Description	Quantity	Per Unit Cost	Construction Cost	Monthly Cost
Fiber Optic Service					
	Fiber Optic Consturction	1	\$ 1,000.00	\$ 1,000.00	
	Indoor Ext Beyond MPOP	1	\$ 200.00	\$ 200.00	
	10 MBPS Transport				\$ 199.00
	Total			\$ 1,200.00	\$ 199.00
Phone Lines					
	EOT Sip Trunk	3	\$ 35.00		\$ 90.00
	DID's	4	\$ 0.15		\$ 0.60
	EOT Fax Line	1	\$ 25.70		\$ 25.70
	Install		\$ 16.00		
	Total			\$ 16.00	\$ 116.30
Switching and Wifi					
	802.11AC Wifi Access Pt	5	\$ 180.00	\$ 900.00	
	802.11AC Outdoor Wifi	1	\$ 590.00	\$ 590.00	
	48 Port Gigabit POE	1	\$ 1,230.00	\$ 1,230.00	
	Labor and Provisioning	12	\$ 110.00	\$ 1,320.00	
	Total			\$ 4,040.00	
Server Backup					
	SQL Backup Software	1		\$ 350.00	
Hosted Server Solutions					
	Server Hosting				\$ 90.00
	Firewall Services				\$ 40.00
	Server Support				\$ 50.00
	Public IP Address				\$ 10.00
	Private Circuit				\$ 50.00
					\$ 240.00
	Total Construction Cost			\$ 5,256.00	
	Total Monthly Cost				\$ 555.30

Eastern Oregon Telecom

PO Box 848
Hermiston, OR 97838
(541) 289-7000



Proposal

Proposal for:

Eastern Oregon Trade & Event Center
917 SE Columbia Drive

Hermiston, OR 97838
(541) 289-9800

Project
Fiber Optic Service

Valid through:
March 3rd, 2016

Description	Qty	Unit price	Total price
Fiber Optic Construction	1	\$1,000.00	\$1,000.00
Indoor extension beyond MPOP	1	\$200.00	\$200.00
			\$0.00
			\$0.00
			\$0.00

Notes:	Construction includes all permits, materials, and labor to the MPOP (Minimum Point of Presence). Service is delivery of Internet service to one ethernet port and one static IP address.	Subtotal	\$1,200.00
		Adjustments	\$0.00
			\$1,200.00

Monthly 10 Mbps synchronous transport service burstable to 1 Gbps. \$199

Eastern Oregon Telecom

PO Box 848
Hermiston, OR 97838
(541) 289-7000



Proposal

Proposal for:

EASTERN OREGON TRADE & EVENT CENTER

Project

Valid through:

PHONE LINES AT EVENT CENTER

3/15/2016

Description	Qty	Unit price	Total price
EOT SIP TRUNK	3	\$35.00	\$90.00
UP TO 3 CONCURRANT CALLS PER LINE			
DID'S	4	\$0.15	\$0.60
EOT FAX LINE	1	\$25.70	\$25.70
(APPROXIMATLY \$32 WITH TAX & SURCHARGES)			\$0.00
Notes: \$16 INSTALLATION CHARGE (TOTAL)			
		Subtotal	\$116.30
		Install Fees	\$0.00
			\$116.30

Eastern Oregon Telecom

PO Box 848
Hermiston, OR 97838
(541) 289-7000



Proposal

Proposal for:

Eastern Oregon Trade & Event Center
917 SE Columbia Drive

Hermiston, OR 97838
(541) 289-9800

Project
Switching and WiFi

Valid through:
March 3rd, 2016

Description	Qty	Unit price	Total price
802.11AC WiFi Access Point - Up to 1300Mbps	5	\$180.00	\$900.00
802.11AC Outdoor WiFi Access Point - Up to 13	1	\$590.00	\$590.00
48 Port Gigabit POE Switch	1	\$1,230.00	\$1,230.00
Labor and Provisioning	12	\$110.00	\$1,320.00
			\$0.00

Notes: Labor and Provisioning assumes that Cat-5e cabling will already be in place to each location required. This includes mounting the APs and switch, and minor education (up to an hour) in the management of these devices.

Subtotal	\$4,040.00
Adjustments	\$0.00
	\$4,040.00

Monthly No monthly monitoring or management is included in this bid but is available for an additional fee.

\$0

Eastern Oregon Telecom

PO Box 848
Hermiston, OR 97838
(541) 289-7000



Proposal

Proposal for:
EOT TEC

Project
Server Backup

Valid through:
3/11/2016

Description	Qty	Unit price	Total price
SQL Backup Software	1	\$350.00	\$350.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Notes: Waive install fee.

Subtotal	\$350.00
Install Fees	\$0.00
Total	\$350.00



Public IP Addresses: EOT standard IP Address (Internet Protocol Address) price for a single IP address is \$10 per IP per month. This IP will be used from a pool of public IPs that EOT will pull from. EOT can also provide clients with their own subnet block of IP address space. 1 usable IP subnet (/30) will cost \$30 per month and 5 usable (/29) will cost \$60 per month.

EOT TEC Solution: \$10 per month

Initial: _____ Date: _____

Private Circuit: EOT can connect current fiber business customers to their servers hosted in the Data room. This would be a private end to end connection from the client's location. This is useful if there are services running on a server hosted in the EOT Data room location that requires 24/7 access for business operations. Bandwidth capacity will start at 100Mb end to end at \$75 per month. For higher (best effort) 1 Gb end to end bandwidth will cost \$200 a month.

EOT TEC Solution: 1 Gb service \$50 per month (75% discount)

Initial: _____ Date: _____

Addition Recommended Services:

Server Monitoring: EOT can provide server monitoring to send alerts to EOT and EOTEC Staff of any possible problems with the server. Disk space, Memory, and CPU will also be monitored and stored for up to 1 year of statistics information. The server monitoring solution costs \$10 per month per server.

Initial: _____ Date: _____

By signing this proposal below, EOT TEC has agreed to the above prices from Eastern Oregon Telecom, LLC.

Authorized for Service: _____ (Print name)

Signature: _____ Date: _____

EOT Rep: _____ Date: _____



Hosted Server Solutions

Server Hosting: Eastern Oregon Telecom, LLC is proud to offer server rack space located in our climate controlled data room. Our hosted server solutions provides security and piece of mind for your digital assets critical for day to day business operations. Our data room is equipped with fire suppression, battery and generator backup, as well as limited access for only EOT authorized personal. The cost for 1U of server rack space will cost \$100 per month. Each additional rack space will be \$50 per unit of space per month. This price also includes the cost of power for the server.

EOT TEC Solution: \$90 per month (10% discount)

Initial: _____ Date: _____

Network/Firewall Management: Network/Connection troubleshooting only. EOT will setup and manage basic internal network functions. This will be a \$40 a month fee for basic network support for up to 25 devices connected inside the local network. Price includes 1 hour of consulting work per month. Any additional hours will be billed at our standard business rate of \$150/hr. Additional 25 devices will cost an extra \$10 per month. Maxes out at 200 devices on the hosted solution.

EOT TEC Solution: \$40 per month

Initial: _____ Date: _____

Server Support: Hardware support with basic Microsoft OS troubleshooting. In some limited condition we may also be able to support certain versions of Linux as well depending on the application type for the server. No other 3rd party software will be supported outside of Microsoft. This will cover typical hardware issues that require support for troubleshooting to determine problem and order the necessary replacement part(s) to get the server back up and running. This will cost \$75 per server per month. The client will be responsible for the cost of the replacement parts or unit.

EOT TEC Solution: \$50 per month (33% discount)

Initial: _____ Date: _____

A & E Security and Electronic Solutions

835 HWY 99W
PO BOX 179
McMinnville, OR 97128

Website: <http://www.4security.org>
Phone: 877-472-6439
Fax: 503-472-3570

PROPOSAL

Date: 2016-02-18 Quote: 12490

Site Address

EOTEC Event Center
TBD

Pendleton, OR 97801

503-805-1236
Contact: Robert Dreier
Email: rdreier@frewdev.com

Billing Address

EOTEC Event Center
TBD

Pendleton, OR 97801

503-805-1236

Scope of work/Description of work

2 Door Serverless, Web Based Access System (expandable to 32 Doors)

A couple of key issues that help you understand why A & E and GE understand how to help you manage technology better than any other vendor:

- * Long Warranties. Warranties on GE Video gear, runs 3 - 6 years, depending on product chosen.*
- * 5 year, 100% buy-back, buy-up. For 5 years, if you need to upgrade to a larger, or nice GE item, so long as your product is in good working order, you can trade it in at the price you paid for it, towards your next GE item!*
- * 1/2 off coupon - Lots of folks keep their GE gear a long time. However, once your gear ages more than 5 years, and remains in good working order, you are allowed to trade that older item in, toward its replacement item and get the new item for 1/2 off.*
- * Factory Direct Representative. We are factory trained folks who understand the gear we install support.*
- * Longevity. A & E has been a leader in providing technology solutions since 1968.*
- * 24 Hour Technical Support. We have technical support people available to assist you with any question about your alarm, its use or how you wish to have us respond. In many cases, minor changes in design and programming can be done from our offices, saving you the expense of a service call.*

We look forward to being of service to you.

PROPOSAL

Date: 2016-02-18

Quote: 12490

Itemized listing of parts and labor

Qty	Description	Sales Price	Your Price	Total
	Access Control			
1	GE Security 2 Door Base Controller Starter Ki	\$1990.00	\$1393.00	\$1393.00
	Includes:			
	2 Door Web Based Controller			
	Enclosure			
	Transformer			
	Power Supply			
	Door Readers			
1	3/4 inch, Wide Gap Recessed Switch and Magnet	\$13.54	\$13.54	\$13.54
1	WKA12-7.5F 12V 8Ah Battery Backup	\$39.25	\$39.25	\$39.25
10	1 Hour Electrician Labor (trim) **	\$82.00	\$82.00	\$820.00
0	Wire 18-8 UNS STR PVC (by the foot) **	\$ 0.97	\$ 0.00	\$ 0.00
0	Wire 22-4 UNS STR PVC (by the foot) **	\$ 0.15	\$ 0.00	\$ 0.00
0	Wire 18-2 UNS STR PVC (by the foot) **	\$ 0.23	\$ 0.00	\$ 0.00

** Door Hardware already provided by others

** Prewire provided by others

Total This Proposal/Project

\$ 2265.79

This PROPOSAL AND CONTRACT is a Time and Materials proposal and contract.

CUSTOMER UNDERSTANDS AND AGREES THAT THE ABOVE PRICE IS AN APPROXIMATION ONLY AND IS NOT BINDING ON CONTRACTOR. TOTAL JOB COST MAY BE MORE OR LESS THAN ESTIMATED PRICE.

This proposal, including:

The Scope of Work/Description of Work
Itemized Listing of Parts and Labor

Is the entire proposal. CLIENT UNDERSTANDS AND AGREES THAT THE TERMS AND CONDITIONS ATTACHED TO THIS CONTRACT ARE A PART OF THE CONTRACT, AND THAT CLIENT HAS HAD FULL OPPORTUNITY TO REVIEW AND UNDERSTAND THOSE TERMS AND CONDITIONS.

Customer Signature

Date

Proposal Prepared By: Michael Elsberry

503-472-4220

melsberry@4security.org

Page 2

PROPOSAL

Date: 2016-02-18

Quote: 12490

PROPOSAL

Date: 2016-02-18 Quote: 12490

TERMS AND CONDITIONS:

1. PRICE: Quoted pricing is good for 60 days. After that, prices are subject to change without notice, and the price will be that in effect at the time of shipment or service.

2. TAXES: All prices or quotes specifically exclude any sales, use, franchise, license, excise or other taxes in respect to sale or delivery of the goods or services furnished hereunder.

3. PERMITS: We may obtain permits or authorizations from applicable authorities having jurisdiction over the work as needed as a courtesy to assist the Customer. However, it is at all times the Customers sole responsibility to obtain any permits necessary to complete the work at Customers sole expense. Contractor reserves the right to withdraw from the project if permits are not obtained as set forth above. In the event of such withdrawal, all contract sums for work and materials to the date of withdrawal will become immediately due and payable.

4. TERMS OF PAYMENT: Unless otherwise specified, and subject to credit approval which may be revoked at any time by seller, the terms of payment shall be net thirty (30) days from the date of invoice. All amounts owing in excess of thirty (30) days shall be subject to an interest carrying charge of 1-1/2% per month on the outstanding balance. Customer agrees to pay all Contractors reasonable costs of collection for any unpaid balance, including, but not limited to, Contractors reasonable costs, disbursements and attorneys fees, regardless of whether litigation or arbitration is commenced.

5. PROGRESS PAYMENTS: In the event that Customer and Contractor agree to progress payments during the work, then such progress payments shall be made according to the terms of payment set forth in paragraph 4 above. In the event that any progress payment becomes past due, Contractor shall be entitled to cease all further work until full payment is made.

6. DELIVERY: Many of our vendors provide free shipping. However, unless otherwise agreed to between Customer and Contractor in writing, the customer agrees to pay any and all shipping charges for materials. All materials will be shipped FOB shipping point. All risk of loss passes to Customer once the materials leave the vendor.

7. CUSTOMERS DELAY: Customers delay in delivery of materials to the job site shall not excuse Customer from its obligation to pay according to the contract terms.

8. DELAYS: Contractor shall not be responsible for reasonable or excusable delays in filling an order. Excusable delays include, without limitation, delays resulting from: accidents, acts of God, fires, floods, freight embargoes or transportation delays, inspection delays, shortages of labor, inability to secure fuel, material supplies or power, all at present prices or on account of shortages thereof, any existing or future laws, acts, regulations, orders, requests or decrees of the federal or any state government affecting the conduct of Contractors business which Contractor in its judgment and discretion deems it advisable to comply with as a legal or patriotic duty, or other causes beyond Contractors control. Reasonable delays include, without limitation, delays to which the Customer when notified makes no objection. In the event of any such delay, the date of delivery of goods or services shall be extended for a period equal to the time lost by reason of delay. In the event of inability for any reason to supply the goods or services to be furnished hereunder, Contractor may allocate its availability of supply of such goods and services among any or all purchasers, as well as departments, divisions, subsidiaries or affiliates of Contractor, or among Contractors product lines on such basis as Contractor may deem practical with no liability for any failure of performance which may result therefrom.

9. WARRANTIES: Contractor warrants to the Customer that the goods and services furnished hereunder will, for a period of ninety (90) days from delivery or substantial completion of the work, whichever is later, be free from defects in materials and workmanship, and comply with applicable codes and industry standard. Contractor will also honor manufacturers warranties

PROPOSAL

Date: 2016-02-18

Quote: 12490

TERMS AND CONDITIONS:

according to their terms. Any warranty service will be performed FOB Contractors nearest service center, and at standard and customary rates at time of warranty services. Customers sole remedy under this warranty shall be limited, at Contractors option, to replacement of any defective goods and/or services or refund of the contract price. Customer shall not return goods unless authorized in writing by Contractor. Contractor shall have the right to inspect the alleged defective goods and services at Customers facilities. Customers failure to give prompt written notice within the above warranty period shall constitute a waiver by Customer of all claims with respect thereto. Authorized returned goods shall be subject to a restocking fee of 25% of the sale price charged by Contractor to Customer. Electrical and special order parts are not returnable unless Contractor agrees otherwise. In that case, Contractor is entitled to a restocking fee up to the amount of its purchase price for the item.

EXCEPT AS STATED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED. CONTRACTOR EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. **LIMITATION OF LIABILITY:** *Under no circumstances shall Contractor be liable to Customer for any consequential damages, lost profits or any other incidental or consequential loss. Customers sole remedy under the contract is limited to the remedies set forth in paragraph 9 relating to warranties.*

11. **GOVERNING TERMS AND CONDITIONS:** *If any of the terms or conditions of Customers order form conflict with the terms and conditions of this contract, then the terms of this contract will control.*

12. **GOVERNING LAW:** *The laws of the State of OREGON , shall govern the validity, interpretation, construction, performance and enforcement of this contract. Venue for any legal proceedings whether in court, arbitration or otherwise, shall be in Yamhill, OREGON . Customer stipulates and consents to personal jurisdiction in any proceeding in Yamhill Circuit Court.*

13. **HIDDEN CONDITIONS:** *Contractor is not responsible for any additional expense, delay or other loss caused by hidden conditions in the work or at the jobsite which could not reasonably have been discovered upon inspection prior to entering into this contract. Unless otherwise agreed to in writing by the parties, connections and availability to line voltages of 110v or higher are to be supplied and provided by others, and are at the sole responsibility and expense of Customer.*

14. **CHANGES TO WORK:** *Contractor may rely on verbal changes ordered to the work made by representatives of Customer, unless and until Customer identifies those individuals with sole authority to order changes in the scope of work.*

15. **DAMAGE DURING INSTALLATION:** *When Contractor provides installation, sometimes electrical wiring or other components may become damaged or covered by the work of others during construction. In the event that Contractors work is damaged or covered up by the conduct or work of others, including but not limited to other trades, then it shall be Customers responsibility at its sole expense to uncover or fix Contractors work to enable Contractor to complete its contract. Contractor shall be entitled to cease all further work until Customer complies with the terms of this paragraph.*



2/17/16

LRS ARCHITECTS

Attn: Mr. Steve Mileham
720 NW Davis, Suite 300
Portland, OR 97209

Email: smileham@lrsarchitects.com

Phone: (503) 265-1525

RE: Eastern Oregon Trade and Event Center – Site As-builts
CA- Scope of Services

Dear Steve,

Thanks again for giving us the opportunity to continue to work together on the EOTEC project. I am confident our past experience will be an asset on this phase of the project. We have the qualifications and manpower to deliver timely, efficient, and cost-effective service for the project.

The following is a brief understanding of what this Scope of Services provides:

- *DESIGN DEVELOPMENT*
 - As-builts from Contractor Mark-ups

Our Scope of Services is further detailed in the project understanding section of the proposal. The proposal has been prepared based on the contractor mark-up provided by Frew. We have provided you with a Lump Sum Fee to complete the specific service items described within the Scope of Services. We respectfully request any comments or questions you may have.

If the attached Scope and Fee are acceptable, please sign, scan and email back a copy to me and we will proceed with work on the project

Thank you again for this opportunity. We are committed to giving you the quality and service that you expect from us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Shoemaker".

Jeff Shoemaker, PE
SR PROJECT MANAGER
DOWL



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of November 30, 2015 between LRS Architects (Client), 720 NW Davis, Suite 300, Portland, OR 97209, and DOWL 720 SW Washington Street, Suite 750, Portland, OR 97205 (DOWL). Client and DOWL agree that DOWL will perform the professional services identified in Exhibit A associated with:

The as-built drawings for the site development plans based on the contractor mark-ups.

Representatives: **CLIENT:** Steve Mileham

DOWL: Jeff Shoemaker

SCOPE OF SERVICES:

See EXHIBIT A - SCOPE OF SERVICES

COMPENSATION by CLIENT to :

Reimbursement shall be on a **Fixed Fee/Lump Sum basis with the exception of Meetings and Coordination which will be completed on a Time and Materials Basis not to exceed the Budget provided without prior approval from Client.** DOWL shall invoice no more often than monthly for services performed in the previous month in accordance with the unit rates set forth in EXHIBIT B. To be consistent with services actually rendered, DOWL may alter the distribution of compensation between individual phases/tasks of the work noted herein but, shall not exceed the total estimated compensation without Client's prior approval.

FEE BREAKDOWN:

Description	Fee
<u>Meetings and Coordination</u>	<u>\$ 440</u>
Contractor Clarification Coordination	\$ 440
<u>As-Built Documents</u>	<u>\$ 5,520</u>
Grading Plan/Storm Drainage Plan	\$ 2640
Sanitary Sewer Plan	\$ 720
Water System Plan	\$ 2160



TOTAL FEE SUMMARY

Total Lump Sum Fee Summary	\$ 5,960
Reimbursable Expense Budget	\$ -

The following are hereby made a part of this AGREEMENT by attachment:

- Terms and Conditions** (3 pages)
- Exhibit A - Scope of Services**
- Exhibit B - Rate Schedule**

Services covered by this Agreement will be performed in accordance with the attached Terms and Conditions and any Exhibits, Attachments, and/or Special Conditions. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

IN WITNESS WHEREOF, persons authorized to commit the resources of the Parties have executed this Agreement as follows:

Accepted for **LRS Architects:**

Accepted for : **DOWL**

By: _____
 Title: _____
 Date: _____

By:  _____
 Title: Sr Project Manager
 Date: 2/18/16
 Tax ID No or SSN: 92-0166301



DOWL STANDARD CONTRACT TERMS AND CONDITIONS

SECTION 1 - SERVICES OF DOWL

A. Basic Services

DOWL shall provide Client the services as described in this Agreement within the periods stipulated herein. Services will be paid for by Client as indicated herein.

B. Schedule

DOWL's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time are specified in this Agreement, DOWL's obligation to render services hereunder will be for a period that may reasonably be required for the completion of said services.

C. Authorization to Proceed

Execution of this Agreement by Client will be authorization for DOWL to proceed with the Work as scheduled, unless otherwise provided for in this Agreement.

D. Delay

If in this Agreement, specific periods of time for rendering services are set forth, or specific dates by which services are to be completed, are provided, and if such periods of time or dates are changed through no fault of DOWL, the rates and amounts of compensation and time for completions provided herein shall be subject to equitable adjustment.

E. Changes/Additional Services

The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Client. For some projects the scope may not be fully definable during the initial stages and/or the Client may at any time during the term of this Agreement make changes within the general scope of the Agreement. If such facts discovered as the Project progresses, or changes that are requested by the Client, change the cost of, or time for, performing the services hereunder, DOWL will promptly provide Client with an amendment to this Agreement to recognize such changes.

SECTION 2 - TERMS OF PAYMENT

A. Invoicing

DOWL will submit invoices to Client for services rendered and reimbursable expenses incurred each month. Invoices will be prepared in accordance with DOWL's standard invoicing practices. Such invoices will represent the value of the completed Work and will be in accordance with the terms for payment in this Agreement.

B. Progress Payments

Invoices are due and payable within 30 calendar days of the date of the invoice. If Client fails to pay undisputed invoices when due, the amounts due will be increased at the rate of 1.0% per month from said 30th day. In addition DOWL may at any time, without waiving any other claim against the Client, and without thereby incurring any liability to the Client, suspend or terminate performing work hereunder in accordance with Section 5.C of this Agreement. Payments will be credited first to interest and then to principal. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

SECTION 3 - OBLIGATIONS OF CLIENT

A. Furnish Data

Client shall provide all criteria and full information as to Client's requirements for the Project and furnish all available information pertinent to the Project, including reports and data relative to previous designs or investigations at or adjacent to the site. Client shall provide such legal, independent cost estimating, and insurance counseling services as may be required for the Project.

B. Representative

Client will designate a person to act with authority on Client's behalf in respect of all aspects of the Project.

C. Timely Review

Client will examine DOWL's studies, reports, drawings and other project-related work products and render decisions required in a timely manner.

D. Prompt Notice

Client will give prompt written notice to DOWL whenever Client observes or otherwise becomes aware of hazardous environmental conditions or of any development that affects the scope or timing of DOWL's Scope of Services or any defect in the Services of DOWL or the work of any Contractor.

E. Site Access

Client will arrange for safe access to and make provisions for DOWL and DOWL's subconsultants to enter upon public or private property as required for DOWL to perform the Services under this Agreement.

SECTION 4 - OBLIGATIONS OF DOWL

A. Independent Contractor

DOWL is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors and subconsultants. DOWL shall also be solely responsible for the means and methods for carrying out the Scope of Services and for the safety of its employees.

B. Performance

DOWL will perform its Services using that degree of care and skill ordinarily exercised under the same conditions by Design Professionals practicing in the same field at the same time in the same or similar locality. Professional services are not subject to, and DOWL cannot provide any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranty or guarantee contained in any purchase order, requisition or notices to proceed issued by the Client are specifically objected to.

C. Technical Accuracy

Owner shall not be responsible for discovering deficiencies in the technical accuracy of DOWL's work. DOWL shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in the Client furnished information.



D. Publicity

DOWL will not disclose the nature of its Scope of Services on the Project, or engage in any publicity or public media disclosures with respect to this project without the prior written consent of Client.

E. Insurance

DOWL will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with statutory requirements, and DOWL's business requirements. Certificates evidencing such coverage will be provided to Client upon request.

F. Compliance with Laws

DOWL will use reasonable care to comply with applicable laws in effect at the time the Services are performed hereunder, which to the best of its knowledge information and belief, apply to its obligations under this Agreement.

G. No responsibility for Site Safety

Construction contractors shall be solely responsible for the supervision, directions and control of their work; means, methods, techniques, sequences and procedures of construction; safety precautions and programs and compliance with applicable laws and regulations.

H. No responsibility for Contractor Performance

DOWL shall not be responsible for the quality of any Contractor's work, or for any Contractor's failure to furnish or perform its work in accordance with the contract documents.

I. Equal Opportunity Employment

DOWL is committed to the principles of equal opportunity and affirmative action in employment and procurement. DOWL does not discriminate against applicants, employees, or suppliers on the basis of factors protected by federal or applicable state laws.

SECTION 5 - GENERAL CONSIDERATIONS

A. Reuse of Documents

1. All documents are instruments of service in respect to this Project, and DOWL shall retain an ownership and property interest therein (including the right of reuse at the discretion of DOWL) whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification of DOWL will be at Client's sole risk. Client shall indemnify and hold harmless DOWL and DOWL's Consultants from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting therefore.
2. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by DOWL. Files in electronic media format are furnished for convenience.
3. Because data stored in electronic media format can deteriorate or be modified, inadvertently or otherwise, without authorization of DOWL, the party receiving the electronic files agrees to perform acceptance tests or procedures within 60 days, after which the receiving party shall have deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by

DOWL. DOWL will not be responsible to maintain documents stored in electronic media format after acceptance by Client.

4. DOWL makes no representations as to long term compatibility, usability, or readability of documents resulting from use of software application packages, operating system, or computer hardware differing from those used by DOWL at the beginning of this Project.

B. Indemnification

1. DOWL agrees to indemnify and hold harmless Client from and against any liability, damages and costs, (including reimbursement of reasonable attorney's fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, arising during the performance of professional services under this Agreement, to the extent caused by the negligent acts, errors, and omissions of DOWL or anyone for whom DOWL is legally responsible. DOWL's defense obligations under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of the engineer's actual liability obligation hereunder.
2. Client agrees to indemnify and hold harmless DOWL from any liability, damages and costs, (including reasonable attorney's fees and costs of defense) to the extent caused by the negligent acts, errors, and omissions of the Client, Clients contractors, consultants, and anyone for whom Client is legally responsible.
3. DOWL's total liability to Client and anyone claiming by, through or under Client for any claim, cost, loss or damage caused in part by the negligence of DOWL and in part by Client or any other negligent entity or individual, including any potential defense obligations shall not exceed the percentage share that DOWL's actual negligence bears to the total of all other negligent entities and individuals

C. Termination / Suspension

1. Client may terminate this Agreement for convenience. In such event, DOWL will be entitled to compensation for Services performed up to the date of termination, including profit related thereto, plus any expenses of termination.
2. The obligation to provide further Services under this Agreement may be suspended by either party upon 7 days written notice or terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof (including Client's obligation to make payments required hereunder) through no fault of the suspending or terminating party, and defaulting party does not commence correction of such nonperformance within five (5) days of written notice and diligently completes the correction thereafter.

D. Consequential Damages / Limitation of Liability

To the fullest extent permitted by law, DOWL and Client waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and agree that DOWL's total liability to Client under this Agreement shall be limited to **\$50,000**.



E. Limits of Agreement

This instrument contains the entire Agreement between the parties, and no statement, promise or inducements made by either party that are not contained in this written Agreement shall be valid or binding. This Agreement upon execution by both parties hereto, can only be amended by written instrument signed by both parties.

F. Severability and Survival

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity of unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

G. Waiver

No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

H. Choice of Law and Venue

The parties agree that any action at law or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Oregon, and it is mutually agreed that this Agreement shall be governed by the laws of the State of Oregon, both as to interpretation and performance.

I. Material Adverse Effect

This Agreement may be amended if an event, change or effect creates a material adverse effect upon the operation of DOWL. Such material adverse effect may be created by, or be the effects of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war (whether declared or not declared), terrorist activities, labor dispute,

strike, lockout or interruption or failure of electricity or telephone service which materially impairs DOWL's ability to operate business in accordance with the provisions of this Agreement.

J. No Third Party Beneficiaries

Nothing contained in this Agreement nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, in any.

K. Successor, Assigns, and Beneficiaries

Neither Client nor DOWL may assign, sublet, or transfer any rights under or interest (including but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except as mandated or restricted by law. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

L. Statutes of Limitation

To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

M. Authority

The person signing this Agreement warrants that they have the authority to sign as, or on behalf of, the party for whom they are signing.



Project No.: _____

Exhibit A to Standard Agreement for Professional Services

Scope of Services

PROJECT UNDERSTANDING

DOWL understands the scope of this project to be the production of one digital set of as-built drawings based on the contractor redlines provided by Frew. DOWL assumes that the contractor can provide some clarification to the hand mark-ups provided as they are unclear on some sheets. We have allocated a few hours to clarify these items.

Specific assumptions have been listed within the Scope of Services to provide a clear understanding of the services to be provided by DOWL. This Scope of Services is based upon the current billing rates and scheduling at the time of preparation. We respectfully reserve the right to revise the fees beyond 30 days from the date of the Scope of Services to reflect any changes necessary.

This scope of services is based on all Tasks being considered as a whole. Any reduction in Tasks may require a revised scope of services and Fee.

Meetings and Coordination

DOWL has budgeted to provide the following Coordination efforts and attend conference calls. Additional Coordination efforts, attendance to meetings, extended schedules or delays in the project may require an adjustment to the original budget.

As-Built Documents

DOWL will prepare one full set of as-built documents based on the contractor mark-up and contractor clarifications. All information is a representation of what has been provided by the contractor. DOWL assumes no as-built survey will be conducted.



Project No.: _____

**Exhibit B to Standard Agreement for Professional Services
Fee Schedule and Reimbursable Expenses**

PORTLAND, OREGON FEE SCHEDULE

Personnel Billing Rates

Personnel are identified on our invoices by name and/or labor category.

Senior Manager I	\$220.00	Cultural Resources Specialist IV	\$ 135.00
Project Manager V	\$185.00	Cultural Resources Specialist III	\$ 110.00
Project Manager IV	\$165.00	Archaeologist	\$ 85.00
Project Manager III	\$150.00	Intern	\$ 50.00
Project Manager II	\$140.00	Engineering Technician V	\$ 115.00
Project Manager I	\$130.00	Engineering Technician IV	\$ 110.00
Engineer IX	\$210.00	Engineering Technician III	\$ 90.00
Engineer VIII	\$185.00	Engineering Technician II	\$ 80.00
Engineer VII	\$180.00	Engineering Technician I	\$ 65.00
Engineer VI	\$165.00	Public Involvement Program Manager	\$ 125.00
Engineer V	\$160.00	Public Involvement Coordinator	\$ 110.00
Engineer IV	\$145.00	Public Involvement Planner	\$ 95.00
Engineer III	\$120.00	Real Estate Manager	\$ 150.00
Engineer II	\$105.00	Right of Way Agent VI	\$ 185.00
Engineer I	\$90.00	Right of Way Agent IV	\$ 150.00
Environmental Specialist VIII	\$195.00	Right of Way Agent III	\$ 125.00
Environmental Specialist VII	\$185.00	Right of Way Agent II	\$ 110.00
Environmental Specialist VI	\$165.00	Right of Way Agent I	\$ 95.00
Environmental Specialist V	\$150.00	Right of Way Assistant	\$ 85.00
Environmental Specialist IV	\$135.00	Professional Land Surveyor VI	\$ 180.00
Environmental Specialist III	\$110.00	Professional Land Surveyor V	\$ 175.00
Environmental Specialist II	\$100.00	Professional Land Surveyor IV	\$ 160.00
Environmental Specialist I	\$90.00	Professional Land Surveyor III	\$ 150.00
Biologist IV	\$125.00	Professional Land Surveyor II	\$ 130.00
Landscape Architect VII	\$180.00	Professional Land Surveyor I	\$ 110.00
Landscape Architect V	\$160.00	Crew Chief	\$ 100.00
Landscape Architect IV	\$140.00	Crew Surveyor	\$ 75.00
Landscape Architect III	\$120.00	Survey Technician II	\$ 85.00
Landscape Architect II	\$105.00	Survey Technician I	\$ 75.00
Landscape Architect I	\$90.00	Administrative Manager	\$ 90.00
Landscape Planner	\$70.00	Document Production Supervisor	\$ 110.00
Planner VIII	\$195.00	Administrative Assistant	\$ 70.00
Planner VII	\$165.00	Accounting Manager	\$ 140.00
Planner V	\$150.00	Accounting Technician	\$ 75.00
Planner IV	\$130.00	Inspector - Supervisor	\$ 130.00
Planner III	\$115.00	Inspector II	\$ 95.00
Planner II	\$105.00	Inspector I	\$ 80.00
Planner I	\$75.00		
Geologist IV	\$135.00		
Geologist III	\$115.00		
Geologist II	\$110.00		

FREW DEVELOPMENT GROUP, LLC

February 19, 2016

To: EOTEC Board
Fr: Frew Development Group, LLC
Re: Supplemental Monthly Report for January 2016

Frew Development Group, LLC ("FDG") is pleased to submit this report on the EOTEC project. At the request of the Board Chairman, FDG will submit its monthly report one week prior to the last meeting of each month. As a result, this report covers only that period between our last report dated February 4, 2016 and the date of this supplemental report.

CRITICAL PATH #1: OPENING THE EVENT CENTER

The Event Center is scheduled to be completed by March 31, 2016. The EOTEC Board plans to host an open house in late April, and the first scheduled event is May 21. During its February 4, 2016 meeting, the EOTEC Board of Directors authorized FDG to issue bid packages related to this critical path item. The following chart details the status of each bid package:

Task	Status
Pave the entrance drive and parking lot (chip seal).	Bid package #5A was issued on Monday, February 15. A non-mandatory pre-bid meeting was held on Tuesday, February 16. No bidders attended.
Sewer lift station power-up	FDG to complete.
Flow test all 16 fire hydrants on the site.	The Board has authorized Materials Testing & Inspections to perform.
Installation of Type 1 exhaust hood in the kitchen.	G2 Construction has installed the hood (see photo at end of this report).
Event Center fire alarm completion	G2 Construction will perform.
Event Center fire sprinkler system completion	G2 Construction will perform.
Pass all Inspections	G2 Construction will perform.
Pave sidewalks around Event Center.	Bid package #6 was issued on Monday, February 15. A non-mandatory pre-bid meeting was held on Tuesday, February 16. No bidders attended.
Site Lighting	Bid package #7 was issued on Monday, February 15. A non-mandatory pre-bid meeting was held on Tuesday, February 16. Multiple bidders attended.
Landscape front entry	Bid package #8 was issued on Monday, February 15. A non-mandatory pre-bid meeting was held on Tuesday, February 16. Multiple bidders attended.
Install initial signage	Bid package #9 was issued on Monday, February 15. A non-mandatory pre-bid meeting was held on Tuesday, February 16. One bidder attended.

CRITICAL PATH #2: COMPLETION OF OVERALL PROJECT BY JULY 2017

Task	Status
Barns	To be bid as Bid Issuance #10. LRS has produced a schematic design for review by the Board of Directors and stakeholders. FDG intends to submit this design for Board approval on February 26. We emphasize that any changes to the schematic design following its approval by the Board will result in negative budget and schedule impacts.
Rodeo	FDG will issue the entire rodeo arena design as Bid Issuance #11 once the design is finalized and approved by the Board of Directors.
Bathroom Building	No new activity.
Food Booth	No new activity.
Site Amenities	No new activity.

BUDGET

Eastern Oregon Trade & Event Center

Master Project Budget

Prepared by: Michal Kray

February 18, 2016



Master Project Budget	Approved Budget	Spent / Committed To Date	Available Funds	Fundraising Phase 1	Total
Funding Sources					
Fair Land Sale	3,006,619				
Lottery Money	6,400,000				
County Fair Improvement	450,000				
HUD Grant	410,000				
City/County Access Road Funding	167,936				
New Lottery Grant	1,400,000				
Fundraising	-			600,000	
City of Hermiston	-			600,000	
Umatilla County	-			1,000,000	
Hotel Tax	-				
Total Available Funds	\$11,834,555			\$2,200,000	
Funding Uses					
Horizontal Construction					
Site Work & Infrastructure - Grading & Storm Sewers (Barton - Bid)	1,107,290	1,107,290	-	-	1,107,290
Site Work & Infrastructure - Sanitary Sewers (Barton - Bid)	208,452	208,452	-	-	208,452
Site Work & Infrastructure - Water Mains (Barton - Bid)	631,093	631,093	-	-	631,093
Barton CO #1 - Site Layout, Unload Materials, Vault Power	9,966	9,966	-	-	9,966
Barton CO #2 - Access Rd and Assoc. Demo, Add'l vault power	170,278	170,278	-	-	170,278
Barton CO #3 - Schedule Extension	225,000	225,000	-	-	225,000
Barton CO #4 - Sanitary Sewer Gold Buckle Change	22,552	22,552	-	-	22,552
Barton CO #5 - Sanitary Sewer Mercantile Alignment Extension	10,096	10,096	-	-	10,096
Barton CO #6 - Additional Sanitary Sewer Services	1,528	1,528	-	-	1,528
Barton CO #7 - Perimeter Fencing	46,845	46,845	-	-	46,845
Barton CO #8 - Paving Credit For Access Road	(55,664)	(55,664)	-	-	(55,664)
Barton CO #9 - Additional Grading & Utilities	82,944	82,944	-	-	82,944
Fencing	147,155	-	147,155	-	147,155
Paving - Parking and Drive Aisles	300,000	-	300,000	-	300,000
Paving - Skidwalk	185,000	-	185,000	-	185,000
Exhibitor Staging Area	-	-	-	-	75,000
Wells	150,000	-	150,000	-	150,000
Landscaping and Irrigation	150,000	-	150,000	-	150,000
Signage & Amenities	150,000	-	150,000	-	150,000
Gas Service	55,098	55,098	-	-	55,098
Site Electric	500,000	12,700	487,300	-	500,000
Trenching for Telecommunications (UEC & EOT)	25,000	-	25,000	-	25,000
Umatilla Power Distribution	-	-	-	-	-
Total Horizontal Construction Costs	\$4,122,632	\$2,528,177	\$1,594,455	\$0	\$4,197,632
Vertical Construction					
Rodeo	2,581,144	83,000	2,498,144	600,000	3,781,144
Event Center	2,735,643	2,735,643	-	-	2,735,643
Event Center - G2 Change Order/FFE Adjustment	57,170	57,170	-	-	57,170
Food Court	100,000	-	100,000	-	100,000
Barns	450,000	-	450,000	1,400,000	2,475,000
RV Park	-	-	-	-	-
Total Vertical Construction Costs	\$5,923,957	\$2,875,813	\$3,048,144	\$2,000,000	\$9,146,957
Total Hard Construction Costs	\$10,046,589	\$5,403,990	\$4,642,599	\$2,000,000	\$13,346,589
FFE					
Event Center, Barns, & Rodeo	300,000	196,827	103,173	-	300,000
Event Center - G2 Change Order/FFE Adjustment	(57,170)	-	(57,170)	-	(57,170)
Barns & Rodeo	-	-	-	-	700,000
Total FFE Costs	\$242,830	\$196,827	\$46,003	\$0	\$942,830
Professional Fees					
Project Management Services	768,000	768,000	-	200,000	968,000
Architectural & Engineering	207,885	207,885	-	-	207,885
Geo-tech/ Special Testing & Inspections/Original Topo	40,000	22,129	17,871	-	40,000
Total Professional Fees Costs	\$1,015,885	\$998,014	\$17,871	\$200,000	\$1,215,885
Soft Costs & Expenses					
General Liability Insurance	53,211	53,211	-	-	53,211
Temp Power	25,000	25,000	-	-	25,000
EOTEC Expenses	320,721	320,721	-	-	320,721
Total Soft Costs & Expenses	\$398,932	\$398,932	\$0	\$0	\$398,932
Subtotal	\$11,704,236	\$6,997,763	\$4,706,473	\$2,200,000	\$15,904,236
Project Contingency	130,319	-	130,319	-	130,319
Total Project Costs	\$11,834,555	\$6,997,763	\$4,836,792	\$2,200,000	\$16,034,555

PROGRESS PHOTOS



FREW DEVELOPMENT GROUP, LLC

February 2, 2016

To: EOTEC Board of Directors
FR: Frew Development Group, LLC
RE: Barton Laser Leveling Post-Construction Change Order Request

This memo recommends a resolution of change orders submitted by Barton Laser Leveling ("Barton") following completion of its scope of work under EOTEC Bid Issuance #1 – Site and Utilities Bid.

Barton was a subcontractor to FDG pursuant to a competitive selection process. The change order process implemented by FDG for its subcontract with Barton protects EOTEC and FDG by requiring that no work other than what is called for in the plans and specifications can take place unless and until a written change order is submitted by Barton, vetted by FDG, and approved by the EOTEC board. Eight change orders were ultimately approved by the EOTEC board and implemented by Barton.

Following the completion of Barton's work, FDG proceeded to close out the Barton subcontract. That process that includes securing lien waivers, receiving a complete set of "as builts" from Barton (a mark-up of the original plans and specifications showing the changes made pursuant to the eight approved change orders), and return of Barton's retainage (\$107,622). Pursuant to this process, Barton informed FDG that it was submitting a final change order request for \$280,961 for work that had been completed by Barton but was not documented and not approved as a change order. Barton's request involves 47 changes to his scope of work that, according to Bob, was approved by members of the EOTEC Board of Directors. Barton's request includes an invoice for \$540 for creating a video for the EOTEC web site at the board's request, but this was not pursuant to its subcontract and no change order is required.

Since that time, FDG has had ongoing conversations with Barton and EOTEC Board members about this issue in order to determine if any portion of the request should be paid. We have concluded that \$204,394 of Barton's request should be rejected and recommend a final payment of \$76,567.37 as follows:

Scope	Recommended Payment
Afterhours dust control and erosion control	\$10,108.50
Redesign and regrade north lawn	\$14,980.00
Utility Trenching	\$36,023.75
Utility Conduits	\$14,915.12
Revised MP4 File	\$540.00
Total	\$76,567.37

We are available to discuss this recommendation at your convenience.

EOTEC Disbursement Requests
February 26, 2016

Budget Category	Vendor	Description	Amount	Ck Num
Office Supplies	Office Max	Paper, dry erase markers, Pens	51.67	N/A *
Advertising/Marketing	Michaels	Supplies for Prof assist. Day Luncheon	35.83	N/A *
Travel/Training	Real Business Solutions	Training Class/ Facebook Business	25.00	N/A *
Office Supplies	Office Max	Cash Box, Pens, Tape, Toner	129.51	N/A *
		Total of Debit Purchases	242.01	
US Bank	US Bank	Bank Fees/ Checking acct	67.00	N/A
Salary & Wages	Heather Cannell	Feb 1-15 Payroll	1,259.40	N/A
Salary & Wages	Heather Cannell	Jan 16-31 Payroll	1,259.41	N/A
Salary & Wages	OR State Dept of Revenue	OR. State Taxes- Cannell	189.28	N/A
Salary & Wages	IRS	Qtr Federal Payroll Taxes	844.10	N/A
		Total of Automatic Withdrawals	3,619.19	
Advertising	Hermiston Horse Sales Extravaganza	Marketing Funds for Horse Sale	2,000.00	411**
Architect/Engineer	LRS Architects	VOID ck 401, reissued partial #412	(12,573.51)	401**
Architect/Engineer	LRS Architects	Design Services 10/26/15-12/25/15	336.90	412**
Architect/Engineer	LRS Architects	Design Services for 3-D Model	9,458.34	412**
Construction	Sew What? Inc.	Pipes & Drapes Package	15,380.92	413**
Construction	Cascade Natural Gas Corp	Voided ck 410, reissued on 414	(55,097.90)	410**
Construction	Cascade Natural Gas Corp	GAS Agreement Contract thru 1/20/16	55,097.90	414**
Insurance	CIS Trust	Liability Property Insurance	449.61	415
Telephone	Eastern Oregon Telecom	Phone	151.47	416
Construction	FDG	Project Management/ Jan 2016	23,177.07	417
Construction	G2 Comm Construction	Construction/Jan 2016	315,999.04	418
Utilities	Hermiston Energy Services	Utilities	134.37	419
Construction	Hermiston Plan Center	Prints	111.20	420
Utilities	Hermiston, City of	Utilities acct # 1.010424.02	42.79	421
Utilities	Hermiston, City of	Utilities acct # 1.010390.01	17.14	421
Architect/Engineer	MKE & Associates	Bid/Design- Parking lot & street lighting Dec	330.00	422
Architect/Engineer	MKE & Associates	Bid/Design- Parking lot & street lighting Jan	450.00	422
Salary & Wages	SAIF corp	Workmans Comp Insurance	238.95	423
Misc Contractual	Severson Accounting & Tax	Payroll / direct deposits& Retirement/ Jan	175.00	424
Utilities	Umatilla Electric	Utilities acct# 9102169001	20.48	425
Utilities	Umatilla Electric	Utilities acct# 9102169004	207.96	425
Telephone	Verizon	Cell phone	93.56	426
		TOTAL CHECKS	\$ 356,201.29	
		GRAND TOTAL	\$ 360,062.49	

* Purchased with debit card

** Check written earlier in the month

CITY OF HERMISTON
 BALANCE SHEET
 FEBRUARY 29, 2016

E.O.T.E.C. - GENERAL FUND

ASSETS

93-1010	CASH - TO 94	(700,999.04)	
93-1021	CASH-OPERATING EOTEC (93-94)	1,848,237.77	
93-1030	INVESTMENTS	2,079,237.62	
	TOTAL ASSETS		<u>3,226,476.35</u>

LIABILITIES AND EQUITY

LIABILITIES

93-2250	TPA BALANCE	268,864.68	
	TOTAL LIABILITIES		268,864.68

FUND EQUITY

93-2390	FUND BALANCE	3,727,158.97	
93-2596	APPROPRIATIONS	(821,000.00)	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	51,452.70	
	BALANCE - CURRENT DATE	51,452.70	
	TOTAL FUND EQUITY		<u>2,957,611.67</u>
	TOTAL LIABILITIES AND EQUITY		<u>3,226,476.35</u>

CITY OF HERMISTON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 29, 2016

E.O.T.E.C. - GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FROM OTHER AGENCIES</u>					
93-3015-210 CONTRIBUTION FROM CITY	.00	25,000.00	25,000.00	.00	100.0
93-3015-220 CONTRIBUTION FROM COUNTY	.00	25,000.00	25,000.00	.00	100.0
TOTAL FROM OTHER AGENCIES	.00	50,000.00	50,000.00	.00	100.0
<u>SERVICE CHARGES</u>					
93-3016-120 TOURISM PROMOTION ASSESSMENT	4,796.48	91,917.50	105,000.00	13,082.50	87.5
TOTAL SERVICE CHARGES	4,796.48	91,917.50	105,000.00	13,082.50	87.5
<u>MISCELLANEOUS REVENUES</u>					
93-3019-110 INTEREST ON INVESTMENTS	1,129.56	6,802.82	5,000.00	(1,802.82)	136.1
TOTAL MISCELLANEOUS REVENUES	1,129.56	6,802.82	5,000.00	(1,802.82)	136.1
<u>CASH FORWARD</u>					
93-3099-100 CASH FORWARD - BUS ACCT	.00	.00	1,086,000.00	1,086,000.00	.0
93-3099-200 CASH FORWARD - TPA ACCT	.00	.00	269,000.00	269,000.00	.0
93-3099-300 CASH FORWARD - LGIP	.00	.00	2,070,000.00	2,070,000.00	.0
TOTAL CASH FORWARD	.00	.00	3,425,000.00	3,425,000.00	.0
TOTAL FUND REVENUE	5,926.04	148,720.32	3,585,000.00	3,436,279.68	4.2

CITY OF HERMISTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 29, 2016

E.O.T.E.C. - GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS</u>					
<u>PERSONNEL SERVICES</u>					
93-4300-1100 SALARY & WAGES	2,370.27	22,346.41	42,905.00	20,558.59	52.1
TOTAL PERSONNEL SERVICES	2,370.27	22,346.41	42,905.00	20,558.59	52.1
<u>MATERIALS & SERVICES</u>					
93-4300-2105 TEMPORARY LABOR	.00	.00	6,000.00	6,000.00	.0
93-4300-2110 AUDIT & ACCOUNTING	.00	6,000.00	7,000.00	1,000.00	85.7
93-4300-2150 FACILITIES MAINTENANCE	.00	.00	9,000.00	9,000.00	.0
93-4300-2170 GROUNDS MAINTENANCE	.00	.00	9,000.00	9,000.00	.0
93-4300-2210 BANK FEES	.00	453.80	500.00	46.20	90.8
93-4300-2220 BOND	.00	.00	750.00	750.00	.0
93-4300-2240 TRAVEL & TRAINING	25.00	25.00	2,000.00	1,975.00	1.3
93-4300-2320 PUBLIC NOTICES	.00	.00	1,000.00	1,000.00	.0
93-4300-2350 ADVERTISING	.00	4,938.73	.00	(4,938.73)	.0
93-4300-2450 INSURANCE	449.61	2,804.87	15,000.00	12,195.13	18.7
93-4300-2520 TELEPHONE	1,436.32	1,996.12	1,500.00	(496.12)	133.1
93-4300-2550 WEBSITE	.00	.00	500.00	500.00	.0
93-4300-2920 DUES	.00	.00	1,500.00	1,500.00	.0
93-4300-2950 MISCELLANEOUS CONTRACTUAL	175.00	4,455.69	5,500.00	1,044.31	81.0
93-4300-3101 OFFICE SUPPLIES	.00	910.02	2,500.00	1,589.98	36.4
93-4300-3214 EQUIPMENT - MINOR	.00	3,085.06	10,000.00	6,914.94	30.9
93-4300-3218 UTILITIES	(768.55)	2,172.83	15,000.00	12,827.17	14.5
TOTAL MATERIALS & SERVICES	1,317.38	26,842.12	86,750.00	59,907.88	30.9
<u>CAPITAL OUTLAY</u>					
93-4300-4305 OFFICE EQUIPMENT	.00	17,000.00	20,000.00	3,000.00	85.0
TOTAL CAPITAL OUTLAY	.00	17,000.00	20,000.00	3,000.00	85.0
TOTAL OPERATIONS	3,687.65	66,188.53	149,655.00	83,466.47	44.2

*moved
to
telephone*

CITY OF HERMISTON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 29, 2016

E.O.T.E.C. - GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MARKETING</u>					
<u>PERSONNEL SERVICES</u>					
93-4400-1100 SALARY & WAGES	1,420.87	14,738.29	20,270.00	5,531.71	72.7
TOTAL PERSONNEL SERVICES	1,420.87	14,738.29	20,270.00	5,531.71	72.7
<u>MATERIALS & SERVICES</u>					
93-4400-2350 ADVERTISING & PUBLICATIONS	35.83	14,052.18	75,000.00	60,947.82	18.7
93-4400-2550 WEBSITE	.00	2,250.00	500.00	(1,750.00)	450.0
93-4400-2920 DUES	.00	.00	3,700.00	3,700.00	.0
93-4400-2950 MISCELLANEOUS CONTRACTUAL	.00	38.62	.00	(38.62)	.0
TOTAL MATERIALS & SERVICES	35.83	16,340.80	79,200.00	62,859.20	20.6
TOTAL MARKETING	1,456.70	31,079.09	99,470.00	68,390.91	31.2

CITY OF HERMISTON
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 29, 2016

E.O.T.E.C. - GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>						
<u>TRANSFER TO OTHER FUNDS</u>						
93-8810-4600	TRANSFER TO CONST. FUND	.00	.00	3,101,885.00	3,101,885.00	.0
	TOTAL TRANSFER TO OTHER FUNDS	.00	.00	3,101,885.00	3,101,885.00	.0
	TOTAL NON-DEPARTMENTAL	.00	.00	3,101,885.00	3,101,885.00	.0

CITY OF HERMISTON
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 29, 2016

E.O.T.E.C. - GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>UNAPPROPRIATED BALANCE</u>					
<u>RESERVE FOR FUTURE EXPENDITURE</u>					
93-8890-7100 RESERVE FOR FUTURE EXPENDITURE	.00	.00	233,990.00	233,990.00	.0
TOTAL RESERVE FOR FUTURE EXPENDITURE	.00	.00	233,990.00	233,990.00	.0
TOTAL UNAPPROPRIATED BALANCE	.00	.00	233,990.00	233,990.00	.0
TOTAL FUND EXPENDITURES	5,144.35	97,267.62	3,585,000.00	3,487,732.38	2.7
NET REVENUE OVER EXPENDITURES	781.69	51,452.70	.00	(51,452.70)	.0

CITY OF HERMISTON
 BALANCE SHEET
 FEBRUARY 29, 2016

E.O.T.E.C. - FACILITY CONST

<u>ASSETS</u>			
94-1010	CASH - FROM 93		700,999.04
			<u>700,999.04</u>
	TOTAL ASSETS		<u>700,999.04</u>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
94-2390	FUND BALANCE	(17,578.00)	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD		<u>718,577.04</u>
	BALANCE - CURRENT DATE		<u>718,577.04</u>
	TOTAL FUND EQUITY		<u>700,999.04</u>
	TOTAL LIABILITIES AND EQUITY		<u>700,999.04</u>

CITY OF HERMISTON
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 29, 2016

E.O.T.E.C. - FACILITY CONST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FROM OTHER AGENCIES</u>					
94-3015-210 FEDERAL HUD GRANT	.00	410,130.00	441,000.00	30,870.00	93.0
94-3015-220 CONTRIBUTION FROM COUNTY	.00	450,000.00	450,000.00	.00	100.0
94-3015-230 GRANTS	984,365.32	2,665,649.53	4,400,000.00	1,734,350.47	60.6
TOTAL FROM OTHER AGENCIES	984,365.32	3,525,779.53	5,291,000.00	1,765,220.47	66.6
<u>MISCELLANEOUS REVENUES</u>					
94-3017-240 CAPITAL DONATIONS	35,051.00	193,539.00	.00	(193,539.00)	.0
TOTAL MISCELLANEOUS REVENUES	35,051.00	193,539.00	.00	(193,539.00)	.0
<u>TRANSFERS IN</u>					
94-3019-715 TRANS FROM GENERAL FUND	.00	.00	3,101,885.00	3,101,885.00	.0
TOTAL TRANSFERS IN	.00	.00	3,101,885.00	3,101,885.00	.0
TOTAL FUND REVENUE	1,019,416.32	3,719,318.53	8,392,885.00	4,673,566.47	44.3

CITY OF HERMISTON
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 29, 2016

E.O.T.E.C. - FACILITY CONST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>E.O.T.E.C. - CONST. FUND</u>					
<u>CAPITAL OUTLAY</u>					
94-4400-4101	.00	.00	100,000.00	100,000.00	.0
94-4400-4103	780.00	57,756.19	276,000.00	218,243.81	20.9
94-4400-4220	354,668.23	2,942,985.30	8,016,885.00	5,073,899.70	36.7
TOTAL CAPITAL OUTLAY	355,448.23	3,000,741.49	8,392,885.00	5,392,143.51	35.8
TOTAL E.O.T.E.C. - CONST. FUND	355,448.23	3,000,741.49	8,392,885.00	5,392,143.51	35.8
TOTAL FUND EXPENDITURES	355,448.23	3,000,741.49	8,392,885.00	5,392,143.51	35.8
NET REVENUE OVER EXPENDITURES	663,968.09	718,577.04	.00	(718,577.04)	.0