



CITY OF REDMOND

CITY HALL
411 SW 9th STREET
REDMOND, OR 97756
541.923.7710
FAX: 541.548.0706
info@redmondoregon.gov
redmondoregon.gov

REVISED **CITY COUNCIL**

June 27, 2023
Council Chambers • 411 SW 9th Street

COUNCIL MEMBERS

Ed Fitch
Mayor

Cat Zwicker
Council President

Tobias Colvin
Councilor

Clifford Evelyn
Councilor

John Nielsen
Councilor

Kathryn Osborne
Councilor

Shannon Wedding
Councilor

JUNE 27, 2023

REGULAR MEETING AGENDA

6:00 PM

Citizen comments are limited to three (3) minutes per person and will be accepted for a period of 45 minutes. Comments should be focused on City of Redmond business. Attendees are asked to refrain from interrupting, calling-out, or cheering during citizen comments.

I. CALL TO ORDER / ESTABLISH A QUORUM

II. BLESSING - Rabbi Yossi Feintuch, Jewish Center of Central Oregon

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATIONS

- A. 4th of July and Fireworks Presentation
- B. Legislative Update

V. COMMENTS FROM CITIZENS AT THE MEETING

VI. CONSENT AGENDA

- A. Oregon Department of Transportation 2023/2025 Transit Grant Acceptance Agreement #35455
- B. Intergovernmental Agreement with Central Oregon Intergovernmental Council/Cascades East Transit for Fleet Maintenance Services
- C. Wastewater Treatment Plant Chemicals Contract Amendment with Cascade Columbia Distribution Company in the amount of \$581,000
- D. Amendment to the Intergovernmental Agreement with Redmond Fire & Rescue for Fee Escalation increasing the Budgeted Fee Escalation in Fiscal Year 2023/2024 for Aircraft Rescue and Fire Fighting Services

VII. BID AWARDS / BID REJECTIONS

- A. Construction Manager/General Contractor Services for the Airport Terminal Building Expansion Project Bid Award to Skanska USA Building Inc. for Preconstruction Services only, not to exceed \$600,000.
- B. Runway Protection Zone – Security Fencing Project Bid Award to Taylor Northwest LLC in the amount of \$643,763.30

VIII. ACTION ITEMS

- A. Resolution #2023-12 - A resolution setting fees and charges imposed by the City of Redmond. **Public comment will be taken per ORS 294.160**
- B. Resolution #2023-14 - A resolution setting fees and charges imposed by Republic Services through the City of Redmond. **Public comment will be taken per ORS 294.160**

- C. Special Event Street Closure of SW 5th Street from Black Butte Boulevard to Evergreen Avenue for the Cascade Car Show on Saturday, August 19, 2023

IX. ADDITIONAL COMMENTS FROM CITIZENS AT THE MEETING

X. CITY MANAGER COMMENTS

XI. COUNCIL COMMENTS

XII. MAYOR'S COMMENTS

- A. Oregon Legislature Update

XIII. ADJOURN

Regular Council meetings are broadcast live on COTV11 – BendBroadband Channel 11 beginning at 6:00 p.m. on the 2nd and 4th Tuesdays of each month. Rebroadcasts are scheduled for the non-meeting Tuesdays at 6:00 p.m.

The City of Redmond encourages all citizens to participate in its programs and activities. This meeting location is accessible to people with disabilities. Requests for accommodation may include sign language interpreter service, assistive listening devices, materials in an alternate format or any other accommodation. If any accommodations are needed, please contact the ADA Coordinator at 541-504-3036 or access@redmondoregon.gov. Requests should be made as soon as possible, but at least 3 business days prior to the scheduled meeting.

The City of Redmond does not discriminate on the basis of disability status in the admission or access to, or treatment, or employment in, its programs or activities



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STAFF REPORT

DATE: June 27, 2023
TO: City Council
THROUGH: Jason Neff, Deputy City Manager
Jon Skidmore, Interim Public Works Director
Jessica MacClanahan, City Engineer
FROM: Julie Lovrien, Administrative Services Supervisor
SUBJECT: Oregon Department of Transportation 2023/2025 Transit Grant Acceptance Agreement #35455

Report in Brief:

This item requests City Council authorization to accept grant funding in the amount of \$535,148 from the Oregon Department of Transportation Public Transportation Division (State) to provide public transportation services.

Background:

Since 2008, transit provider Central Oregon Intergovernmental Council/Cascade East Transit (COIC/CET) has been providing demand response and community connector service to the Redmond area. Demand response services are available within the Redmond Urban Growth Boundary Monday through Friday from 6:30 a.m. to 6:00 p.m. Community connector services are available between Redmond and other Central Oregon communities Monday through Friday.

In the 2021/2023 biennium, the City of Redmond received a \$455,295 grant from the State and procured transit services through a contract with COIC/CET. The grant has been reauthorized in the amount of \$535,148 for the 2023/2025 biennium to continue the existing level of transit services for demand response and community connector. The grant requires a 10.27% match of \$61,250 for a total amount of \$596,398.

Discussion:

Agreement #35455 between the State and the City provides the conditions required for disbursement of the grant funds. The agreement allows the City to purchase public transportation services provided by a contractor or pass-through subrecipient.

Fiscal Impact:

The \$535,148 grant and the match of \$61,250 will be distributed over two fiscal years with the first year's allocation included in the Fiscal Year 2023/24 budget (\$267,574 Grant Pass-through in the Transportation Fund (22100) and \$30,625 Grant Match in the General Fund (10100)).

Alternative Courses of Action:

1. Authorize Grant Acceptance
2. Do Not Authorize Grant Acceptance
3. Take no Action and Request More Information

Recommendation / Suggested Motion:

"I move to accept grant funds in the amount of \$535,148 and authorize the City Manager to sign Agreement #35455 with the Oregon Department of Transportation Public Transportation Division."

PUBLIC TRANSPORTATION DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Redmond, City of**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2023** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2025** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.332(a), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$596,398.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$535,148.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.a hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.**
 - i. **Recovery of Misexpended Funds or Nonexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
 - ii. **Recovery of Funds upon Termination.** If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

7. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient

of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. If Recipient expends \$750,000 or more in federal awards during the Recipient's fiscal year, the Recipient must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F (Audit Requirements). Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.oregon.gov, a copy of, or electronic link to, its annual audit subject to this requirement covering the

funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

- ii. Recipient shall indemnify, save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This Section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**
 - i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
 - ii. **Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's**

interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. All procurement transactions are conducted in a manner providing full and open competition;
 - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
 - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- b. **Contribution.**
 - i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 - ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
 - iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- c. **Indemnification.**
 - i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
 - ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is

not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

- d. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- e. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- f. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- g. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- h. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- i. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this subsection. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- j. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any

Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

- k. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- l. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- m. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- n. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- o. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transportation Division Administrator.

SIGNATURE PAGE TO FOLLOW

Redmond, City of, by and through its
City Council

By _____
(Legally designated representative)

Name Keith Witcosky, City Manager
(printed)

Date _____

By _____

Name Jon Skidmore, Interim Public Works Director
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Julie Lovrien
411 SW Ninth Street
Redmond, OR 97756
1 (541) 504-2024
julie.lovrien@ci.redmond.or.us

State Contact:

Jovi Arellano
555 13th St SE
Salem, OR 37301
1 (971) 718-1050
jovi.arellano@odot.oregon.gov

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By Jovi Arellano

Date 05/30/2023

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name Sam Zeigler by email
(printed)

Date 02/01/2023

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5310 City of Redmond 35455 <i>Purchased Service</i>				
P-23-1973-01 Item #1: Contracted Service (5310 only)				
	Total	Grant Amount	Local Match	Match Type(s)
	\$596,398.00	\$535,148.00	\$61,250.00	Local
Sub Total	\$596,398.00	\$535,148.00	\$61,250.00	
Grand Total	\$596,398.00	\$535,148.00	\$61,250.00	

1. PROJECT DESCRIPTION

Purchase Service - Lead Agency Deschutes County

Provide funding to purchase service to provide public transportation to seniors and individuals with disabilities, and the general public, in City of Redmond, Deschutes County, Oregon and to support the administrative costs required to manage the service contract.

2. PROJECT DELIVERABLES, TASKS and PERFORMANCE MEASURES

Purchase Service

The contracted service will be provided by a contractor or pass-through subrecipient selected by Recipient, and will be designed to benefit seniors and individuals with disabilities, and may also be made available to the general public.

The service, schedule, days, hours, and service type demand responsive, and ADA Complimentary Paratransit will be designed to meet the needs of seniors and individuals with disabilities as determined by Recipient in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient.

Services will be provided in accordance with the locally adopted Coordinated Public Transit Human Services Transportation Plan (Coordinated Plan). Recipient and contractor or pass-through subrecipient will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users, including the general public.

Recipient may amend the service design at any time in accordance with local demand, funding issues, changes in the Coordinated Plan, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.

Recipient will market the services.

Recipient will oversee and monitor the services and performance of the contractor or pass-through subrecipient.

The following performance measure will be used to evaluate the effectiveness of the project.

A ridership goal is established for this project as follows.

For City of Redmond, OR. 2023-2025: 435 Individuals; 165,391 One-Way Rides. Ridership is defined as the actual or estimated one-way passenger trips provided to seniors and individuals with disabilities. A passenger trip is a unit of service counted each time a passenger enters a vehicle, is transported, and then exits the vehicle. Each unique destination constitutes a passenger trip.

3. PROJECT ACCOUNTING, MATCHING FUNDING and SPENDING PLAN **Purchase Service**

This Agreement covers contracted public transportation provision, as defined under the 49 USC § 5310 program, as described in Circular 9070.1G, Section III-14-e.

Generally accepted accounting principles and the Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The service provider may use capital equipment funded under USDOT- or State-source agreements when performing services rendered through a contract or subagreement funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Sources of funding that may be used as matching funding for this Agreement include Special Transportation Formula Funds, other local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.

Recipient will subtract revenue from fares, tickets and passes whether pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses incurred by the contractor or pass-through subrecipient are reimbursable as operating expenses. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses.

Recipient may not use assets acquired under this Agreement to compete unfairly with the private sector.

4. REPORTING and INVOICING REQUIREMENTS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. Invoices from purchase service contractors should be attached to each reimbursement request and show a breakdown of expenses, a description of the service provided (hours, rate, quantity of service), the date(s) of the service, and other relevant service performance information. In-house charges must be documented showing time specifically associated with the project.

In addition, Recipient must provide a summary of the work performed pursuant to this agreement in its APR. Photographs of public transit, and related operations, are encouraged to memorialize the achievement of project deliverables.

EXHIBIT B

FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5310	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.513 (5310)	Total Federal Funding \$535,148.00
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Administered By Public Transportation Division 555 13th St SE Salem, OR 37301

EXHIBIT C

Insurance Requirements

1. GENERAL.

1. a. GENERAL REQUIREMENTS

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

c. AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

d. EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

e. ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

f. "TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and State may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

3. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **The Recipient shall immediately notify State of any change in insurance coverage.**

4. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Recipient Insurance Requirements

1. GENERAL.

a. GENERAL REQUIREMENTS

Recipient shall obtain at Recipient's expense the insurance specified in this exhibit prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any.

b. INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

c. AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

d. EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

e. ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

f. WAIVER OF SUBROGATION.

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the department or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State has received a waiver of subrogation endorsement from the Recipient or the Recipient's insurer(s).

g. CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- i. Recipient's completion and State's acceptance of all project work required under the Agreement, or
- ii. State or Recipient termination of this Agreement, or
- iii. The expiration of all warranty periods provided under this Agreement.

3. NOTICE OF CANCELLATION OR CHANGE.

Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

4. CERTIFICATE(S) AND PROOF OF INSURANCE.

Recipient shall provide to State Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance State has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

5. STATE ACCEPTANCE.

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient

shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

BUDGET DETAIL

Transportation Fund		FY 2020/21 Actual	FY 2021/22 Actual	FY 2022/23 Budget	FY 2023/24 Budget
Sub-fund: Transportation - Operations					
Resources					
22100-02-000-04-20-75	Permit Fees	10,410	16,200	-	-
22100-02-000-04-25-00	Intergovernmental Revenue	9,673	4,803	25,000	25,000
22100-02-000-04-65-20	Federal Grants & Awards	783,494	238,490	227,648	267,574
22100-02-000-04-30-45	Hwy Fund Apportionment	2,348,467	2,766,120	2,734,670	2,912,310
22100-02-000-04-45-75	Restitution	13,219	11,517	6,000	8,000
22100-02-000-04-40-94	Miscellaneous Fees	228	4,246	-	-
22100-02-000-04-40-98	Refunds/Reimbursements	6,971	5,163	33,000	45,000
22100-02-000-04-60-90	Miscellaneous	4,658	6,882	10,000	3,000
22100-02-000-04-80-10	Interest - Investment	5,502	(5,725)	7,700	52,000
22100-02-000-04-40-90	Bad Debt	292	-	-	-
22100-02-000-04-85-01	Chgs for Srvc-Other Fund	168,497	147,074	151,386	150,200
22100-02-000-04-85-50	Interfund Transfers	1,537,123	1,865,647	2,537,794	2,012,689
22100-02-000-04-90-20	Debt Proceeds	-	475,000	-	-
22100-02-000-04-95-50	Sale of Property	435	12,630	-	-
22100-02-000-04-99-00	Beginning Fund Balance	1,731,075	1,282,398	1,572,500	1,956,000
TOTAL RESOURCES		6,620,044	6,830,444	7,305,698	7,431,773
Personnel Services					
22100-02-000-05-00-01	Regular Pay	776,872	803,776	947,376	1,071,979
22100-02-000-05-00-03	Overtime	7,233	8,468	12,000	13,000
22100-02-000-05-00-07	Stand-By Time	10,043	10,211	18,000	19,000
22100-02-000-05-00-12	Vac/Comp/Holiday Buy Back	-	127	-	-
22100-02-000-05-20-11	Employer Social Security	48,035	49,872	58,737	66,463
22100-02-000-05-20-12	Employer Medicare	11,234	11,663	13,737	15,544
22100-02-000-05-20-30	Employer PERS	175,411	188,530	233,998	283,423
22100-02-000-05-20-41	Medical Insurance	259,797	265,796	328,647	360,128
22100-02-000-05-20-42	VEBA Contribution	11,576	14,898	20,025	33,984
22100-02-000-05-20-43	HRA Contribution	5,852	16,837	18,930	19,024
22100-02-000-05-20-50	Life Insurance	312	312	353	784
22100-02-000-05-20-51	Accidental D & D	139	335	62	269
22100-02-000-05-20-52	SAIF	18,536	17,026	28,746	27,458
22100-02-000-05-20-53	Long-Term Disability	1,703	1,703	2,037	3,168
22100-02-000-05-20-62	FSA	351	351	425	1,119
TOTAL PERSONNEL SERVICES		1,327,095	1,389,905	1,683,073	1,915,343
Materials & Services					
22100-02-000-06-00-02	Office Supplies	168	469	-	-
22100-02-000-06-00-03	Housekeeping	2,137	2,878	-	-
22100-02-000-06-00-04	Uniforms Boots and Clothing	2,833	6,482	-	-
22100-02-000-06-00-05	Electronic Equip & Supplies	396	7,392	5,800	11,000
22100-02-000-06-00-06	Small Tools & Minor Equip	29,016	19,921	19,100	20,000
22100-02-000-06-00-07	Safety Supplies	4,657	10,295	-	-
22100-02-000-06-00-10	Furnishings & Fixtures	660	189	2,500	8,000
22100-02-000-06-00-12	Facility Repair & Maintenance	490	7,058	3,000	5,500
22100-02-000-06-00-19	Noticing	928	880	500	700
22100-02-000-06-00-20	Water/Sewer/Storm	2,809	2,901	3,300	3,300
22100-02-000-06-00-22	Utility Electric	329,040	269,570	346,000	282,000
22100-02-000-06-00-23	Utility Gas	10,740	11,437	12,000	12,000
22100-02-000-06-00-24	Phone & Internet	15,639	14,482	12,015	13,625
22100-02-000-06-00-26	Postage	-	-	200	200
22100-02-000-06-00-29	Radio Maintenance	12,810	12,000	5,880	5,880
22100-02-000-06-00-36	Debt Service Fees	59	-	70	-
22100-02-000-06-00-37	Legal Services & Fees	-	5,112	-	-
22100-02-000-06-00-41	Forms & Correspondence	-	70	300	500
22100-02-000-06-00-43	Recording/Reconveyance	760	1,650	-	-
22100-02-000-06-00-47	Unemployment Benefit Pmts	3,128	2,864	-	-
22100-02-000-06-00-48	Rentals/Leases	94,539	727	15,156	20,156
22100-02-000-06-00-56	Workers Comp Claim Deduct	1,846	203	-	-
22100-02-000-06-00-60	Dues Subs Memberships	6,873	437	700	-
22100-02-000-06-00-61	Travel & Training	3,524	13,230	15,000	15,500
22100-02-000-06-00-62	Meetings	2	-	-	-

BUDGET DETAIL

Transportation Fund		FY 2020/21 Actual	FY 2021/22 Actual	FY 2022/23 Budget	FY 2023/24 Budget
22100-02-000-06-00-63	Books Maps Periodicals	-	-	400	500
22100-02-000-06-00-67	Garbage Collection	5,720	4,833	11,850	11,850
22100-02-000-06-00-68	Recruitment	50	115	-	-
22100-02-000-06-00-74	External Repairs & Maint	935	-	-	-
22100-02-000-06-00-75	Parts & Inventory	119	-	-	-
22100-02-000-06-00-77	Fuel	35,248	58,972	70,000	98,000
22100-02-000-06-00-84	Infrastructure Maintenance	98,465	33,139	25,000	30,000
22100-02-000-06-00-86	Licenses & Permits	1,476	1,413	-	-
22100-02-000-06-00-87	Employee Physicals	1,163	1,822	1,316	1,505
22100-02-000-06-00-88	Employee/Volunteer Recogn	681	930	800	800
22100-02-000-06-00-89	Snow Control	-	-	20,000	20,000
22100-02-000-06-00-90	Software Licenses	2,500	-	2,500	2,500
22100-02-000-06-00-92	Software Maint & Subscriptions	10,432	9,780	38,805	40,005
22100-02-000-06-00-94	Temporary Personnel Services	6,408	19,053	70,000	50,000
22100-02-000-06-00-97	Chgs Svc From Other Fund	230,292	302,589	351,151	381,623
22100-02-000-06-00-98	Other Contractual Services	278,484	227,648	1,055,848	885,774
22100-02-000-06-01-90	Penalty & Fees	23	22	-	-
22100-02-000-06-01-99	Debt Issue Costs	-	6,578	-	-
22100-02-000-06-85-05	ISF Central Services	137,428	170,359	173,377	246,297
22100-02-000-06-85-10	ISF IT	52,539	61,273	112,864	101,902
22100-02-000-06-85-15	ISF Risk Management	54,106	57,815	68,611	71,763
22100-02-000-06-85-30	ISF Fleet Services	438,094	429,003	500,078	554,909
22100-02-000-06-85-40	ISF Facilities Maintenance	72,900	85,387	86,629	104,412
TOTAL MATERIALS & SERVICES		1,950,118	1,860,977	3,030,750	3,000,201
Debt Service					
22100-02-000-08-00-49	12-USB-FFC-2002-P	70,000	65,000	76,000	-
22100-02-000-08-00-50	12-USB-FFC-2002-I	27,298	22,331	11,000	-
22100-02-000-08-00-73	22-KEY-FFC-2012-P	-	-	-	74,000
22100-02-000-08-00-74	22-KEY-FFC-2012-I	-	-	-	9,194
TOTAL DEBT SERVICE		97,298	87,331	87,000	83,194
Special Payments					
22100-02-000-10-00-00	Special Payments	738,135	468,710	-	-
TOTAL SPECIAL PAYMENTS		738,135	468,710	-	-
Intrafund Transfers					
22100-02-000-13-00-61	Intrafund Tfrs-to IM	1,000,000	1,080,000	1,300,000	1,075,000
22100-02-000-13-00-63	Intrafund Tfrs-to CVE	225,000	230,000	430,000	550,000
TOTAL INTRAFUND TRANSFERS		1,225,000	1,310,000	1,730,000	1,625,000
Contingency					
22100-02-000-11-00-00	Contingency	-	-	774,875	808,035
TOTAL CONTINGENCY		-	-	774,875	808,035
TOTAL SUB-FUND EXPENDITURE		5,337,646	5,116,923	7,305,698	7,431,773
NET SUB-FUND		1,282,398	1,713,521	-	-

Sub-fund: Public Works Administration

Program: Administration

Resources

22115-03-000-04-25-15	COIC	-	-	-	7,200
22115-03-000-04-60-90	Miscellaneous	145	150	-	-
22115-03-000-04-65-20	Federal Grants & Awards	259	-	-	-
22115-03-000-04-80-10	Interest - Investment	464	(581)	-	-
22115-03-000-04-85-01	Chgs for Svc-Other Fund	565,523	749,735	1,022,971	1,039,430
22115-03-000-04-99-00	Beginning Fund Balance	66,248	94,958	70,770	(36,289)
TOTAL RESOURCES		632,640	844,262	1,093,741	1,010,341

Personnel Services

22115-03-000-05-00-01	Regular Pay	264,132	366,034	472,545	417,708
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BUDGET DETAIL

General Fund		FY 2020/21 Actual	FY 2021/22 Actual	FY 2022/23 Budget	FY 2023/24 Budget
Sub-fund: General					
Program: General					
Resources					
10100-01-000-04-10-10	Property Tax/Current	10,670,928	11,760,497	12,435,243	13,142,615
10100-01-000-04-10-20	Property Tax/Prior	161,737	127,319	171,372	142,760
10100-01-000-04-15-45	Solid Waste - Republic	369,446	457,380	432,159	473,838
10100-01-000-04-15-10	PP&L	1,628,817	1,647,640	1,795,085	1,948,346
10100-01-000-04-15-15	Central Electric CO-OP	181,511	191,134	196,821	211,474
10100-01-000-04-15-20	Cascade Natural Gas	499,199	604,383	593,282	868,233
10100-01-000-04-15-25	Telecommunications	43,628	42,001	41,289	39,140
10100-01-000-04-15-30	Bend Cable	309,559	305,297	338,028	296,321
10100-01-000-04-15-35	Water/Sewer/Storm	707,250	734,299	786,936	832,993
10100-01-000-04-15-40	FTV/First Point Comm	32,209	11,490	31,069	16,717
10100-01-000-04-15-50	Quantum Fiber Optics Ord	33,815	41,153	31,225	35,524
10100-01-000-04-20-50	Liquor License	3,770	3,880	3,710	3,841
10100-01-000-04-60-90	Miscellaneous	8,249	10,329	3,000	13,245
10100-01-000-04-30-30	Cigarette Tax	29,865	27,376	27,200	27,476
10100-01-000-04-30-35	State Revenue Sharing	419,196	446,726	458,303	502,910
10100-01-000-04-30-40	Liquor Revenue (OLCC)	610,924	648,352	654,717	732,834
10100-01-000-04-40-98	Refunds/Reimbursements	459,837	-	-	-
10100-01-000-04-80-10	Interest - Investment	23,262	(63,853)	41,700	400,000
10100-01-000-04-80-15	Interest - Other	18,324	31,044	-	-
10100-01-000-04-50-00	Rentals/Leases	5,412	6,545	5,412	12,204
10100-01-000-04-95-50	Sale of Property	-	3,175,728	-	-
10100-01-000-04-40-90	Bad Debt	10,070	(505)	-	-
10100-01-000-04-85-50	Interfund Transfers	-	270,387	-	-
10100-01-000-04-85-55	Interfund Loan Proceeds	-	20,000	-	-
10100-01-000-04-86-13	Intrafund Tfrs-from Lodging	781,482	1,098,067	1,172,799	1,252,435
10100-01-000-04-99-00	Beginning Fund Balance	2,165,535	3,918,340	5,985,489	5,683,000
TOTAL RESOURCES		19,174,024	25,515,010	25,204,839	26,635,906
Materials & Services					
10100-01-000-06-00-06	Small Tools & Minor Equip	42	-	-	-
10100-01-000-06-00-10	Furnishings & Fixtures	2,850	4,350	4,500	31,000
10100-01-000-06-00-12	Facility Repair & Maintenance	14,548	13,058	13,500	15,000
10100-01-000-06-00-19	Noticing	890	-	-	-
10100-01-000-06-00-26	Postage	-	(9)	-	-
10100-01-000-06-00-37	Legal Services & Fees	-	-	5,000	5,000
10100-01-000-06-00-46	Processing Fees	2,544	-	-	-
10100-01-000-06-00-69	Economic Development	118,000	132,000	137,940	145,530
10100-01-000-06-00-97	Chgs Svc From Other Fund	13,000	6,845	13,000	20,000
10100-01-000-06-00-98	Other Contractual Services	47,398	17,689	40,000	-
10100-01-000-06-01-01	Loans & Grants	45,000	50,319	62,800	75,630
10100-01-000-06-01-90	Penalty & Fees	3	-	-	-
10100-01-000-06-85-05	ISF Central Services	-	-	-	37,225
10100-01-000-06-85-40	ISF Facilities Maintenance	104,144	121,982	123,756	149,160
TOTAL MATERIALS & SERVICES		348,420	346,235	400,496	478,545
Transfers					
10100-01-000-09-00-02	To Police	9,396,238	10,826,932	11,810,195	13,666,296
10100-01-000-09-00-22	To Parks & Facilities	2,221,384	2,221,851	2,498,796	3,125,468
10100-01-000-09-00-25	To CDD	475,604	618,049	547,189	869,051
10100-01-000-09-00-40	To Transportation	2,287,123	2,615,647	3,287,794	2,812,689
10100-01-000-09-00-24	To Capital Projects	-	2,317,105	1,333,660	-
10100-01-000-09-00-80	To Golf	437,684	402,400	330,300	293,897
10100-01-000-09-00-90	Interfund Loan	20,000	-	-	-
TOTAL TRANSFERS		14,838,033	19,001,984	19,807,934	20,767,401
Intrafund Transfers					
10100-01-000-13-00-03	Intrafund Tfrs-to Central Svcs	69,231	64,402	48,295	35,909
TOTAL INTRAFUND TRANSFERS		69,231	64,402	48,295	35,909



CITY OF REDMOND

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STAFF REPORT

DATE: June 27, 2023
TO: City Council
THROUGH: Jason Neff, Deputy City Manager
Jon Skidmore, Interim Public Works Director
Jessica MacClanahan, City Engineer
FROM: Julie Lovrien, Administrative Services Supervisor
SUBJECT: Intergovernmental Agreement with Central Oregon Intergovernmental Council/Cascades East Transit for Fleet Maintenance Services

Report in Brief:

This item requests authorization to enter into an intergovernmental agreement (IGA) with Central Oregon Intergovernmental Council/Cascades East Transit (COIC/CET) in which the City will continue to provide vehicle maintenance services for the CET transit fleet, and the City's Public Works Department Fleet Services Division will continue to operate in COIC/CET's fleet services building.

Background:

The City and COIC/CET established a cooperative relationship in 2008 for the City to provide vehicle maintenance services for Redmond's CET transit fleet. While this cooperative relationship was referenced in grant agreements and transit service contracts, the fees, terms and conditions of the relationship were not specified or documented.

In 2011, the City partnered with COIC/CET to construct a joint vehicle maintenance facility through a Connect Oregon III grant. The 9,046 square foot facility is owned by COIC/CET and is located on the City's Public Works campus at 243 E Antler Avenue. The City's Fleet Services Division currently occupies 6,624 square feet of shop and office space in the north end of the facility, and COIC/CET occupies approximately 2,422 square feet of office space in the south end.

Discussion:

This IGA has been created to formalize the City's existing cooperative relationship for fleet maintenance services with COIC/CET and to comply with Governmental Accounting Standards Board Statement 87 (GASB 87) lease accounting requirements that were implemented in July 2021. The IGA outlines the specific terms, services, responsibilities, payment amounts and billing processes, insurance and indemnification, dispute resolution, and general provisions required of each agency.

Based on the last three years of data, services provided by the City to COIC/CET for vehicle maintenance account for 7.5% of the City's Fleet Services Division's work. With inflation and vehicle part price increases also considered, it is projected that COIC/CET will spend approximately \$177,833 in Fiscal Year (FY) 2023/24 through this agreement for services provided by the City. Fees are determined by using the City's fee schedule's hourly shop rate (\$182 approved by City Council on June 13, 2023), and will be adjusted annually based on historical trends. This revenue source lowers the City's fleet services overhead costs and results in savings for COIC/CET for its Redmond fleet services as their vehicles can be serviced on-site.

GASB 87 lease accounting regulations issued in July 2021 require that governmental organizations more accurately portray lease obligations to increase the usefulness of their financial statements. The existing cooperative relationship with COIC/CET that has existed since 2012 when the joint fleet facility was constructed, then occupied by both agencies, now requires a formal agreement. An opinion of lease values provided to the City by an independent real estate broker in October 2022 was used to determine the lease rate for the portion of the building currently occupied by the City's Fleet Services Division. The City will pay COIC/CET \$0.90 per square foot for the space (excluding land) the Fleet Services Division occupies, for a total of \$71,539.20 per year.

Fiscal Impact:

The FY 2023/24 budget includes \$177,833 of estimated revenue for Fleet Services generated through the IGA and \$71,539.20 for the City to lease/occupy COIC/CET's facility.

Alternative Courses of Action:

1. Authorize the Agreement
2. Do Not Authorize the Agreement
3. Take No Action and Request More Information

Recommendation / Suggested Motion:

"I move to authorize the City Manager to sign an intergovernmental agreement with the Central Oregon Intergovernmental Council/Cascades East Transit in which the City continues to provide fleet maintenance services for the COIC/CET transit fleet, and the City continues to occupy and operate fleet maintenance services in their facility."

**INTERGOVERNMENTAL AGREEMENT
FOR FLEET SERVICES BETWEEN
CITY OF REDMOND AND
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL (COIC)
DBA: CASCADES EAST TRANSIT (CET)**

THIS AGREEMENT is made effective for all purposes as of July 1, 2023 (the “Effective Date”), by and between the City of Redmond (“CITY”), a municipal corporation of the State of Oregon, by and through its Public Works Department, and the Central Oregon Intergovernmental Council (“COIC”), an intergovernmental entity organized pursuant to ORS 190.003 - 190.150, DBA: Cascades East Transit (“CET”). The CITY and COIC may individually be referenced as the “Party” or collectively as the “Parties”.

RECITALS

- A. COIC desires to retain on-call as-needed professional and technical services for its CET vehicles and equipment. Requested services may include, but are not limited to, vehicle maintenance and repair, parts procurement, automotive body repair, welding, machining, metal fabrication, specification engineering, and custom outfitting.
- B. COIC vehicles and wheelchair lifts have specific performance requirements that may require specialized service and regular preventative maintenance. It is difficult for public entities to locate local service facilities that can perform specialized services properly and timely.
- C. CITY has the facility, tools, equipment, and vehicle technicians with the qualifications, experience, and abilities to provide specialized fleet services in connection with maintaining and repairing publicly owned vehicles and equipment such as those owned by COIC and other public agencies. CITY is willing and able to perform fleet services for COIC on regular, as-needed, and as-requested basis.
- D. Providing services to COIC pursuant to this Agreement is in the CITY’s interest and promotes mutually supportive relationships with other governmental entities.
- E. This Agreement will not impact CITY’s ability to support the needs of its internal fleet and equipment needs effectively and efficiently for all departments and divisions.
- F. COIC assures the CITY that no COIC employees will be negatively impacted in relation to the CITY performing work under this Agreement.

NOW THEREFORE, in consideration of the mutual promises, conditions and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby incorporate the above Recitals and agree as follows:

I. Term.

This Agreement is effective July 1, 2023. Either party may terminate this Agreement upon one-hundred and eighty (180) days written notice. Any termination will not prejudice any rights or obligations accrued to the Parties’ prior termination.

II. Services and Responsibilities.

- A. CITY will provide the following fleet services for COIC-owned vehicles and equipment on regular, as-needed, and as-requested basis.

1. Maintenance and repair services such as preventative maintenance (PMs) that would be required to be performed at regular intervals in accordance with vehicle manufacturer's guidelines for the class of vehicles and associated equipment, included mandated safety and vehicle checks.
2. Parts procurement including identifying parts and associated materials necessary to outfit, and/or service COIC's vehicles and equipment pursuant to the monetary thresholds outlined in Section III – Payment and Billing, of this Agreement.
3. Automotive work such as body repair, welding, machining, metal fabrication, specification engineering, and custom outfitting.
4. CITY will provide historical vehicle data for COIC to analyze for future procurement of vehicles.
5. Manufacturer's warranty or recall work may be performed if it is cost effective, as mutually determined by the Parties. If the CITY undertakes any manufacturer's warranty or recall work, the CITY will charge for labor and materials in accordance with this Agreement.

B. The CITY will:

1. Provide service on an "as scheduled" and a "first come, first served" basis. However, in the event of emergencies, CITY will make reasonable effort to prioritize the service work necessary to accommodate the circumstances for COIC under the terms and conditions of this Agreement. The CITY will provide current normal hours of operation to COIC and notify COIC in advance of any changes to the normal hours of operation.
2. Repairs and maintenance will be completed by a certified mechanic and carried out in accordance with manufacturer's technical specifications, mandatory specifications, or industry standards, while having regard to the age and condition of the vehicle and/or equipment. All work performed by CITY will be performed in a timely manner, based on current priorities and workload.
3. Provide COIC with mileage-based interval maintenance schedules for each vehicle and provide vehicle safety inspections as requested by COIC.
4. Carry out warranty or recall work as mutually agreed and provide COIC mutually agreed upon notification of the performance of warranty or recall work.
5. Take reasonable care to ensure its workmanship meets industry standards.
6. Reserve sole discretion to decline to repair and/or maintain any vehicle or equipment. CITY will provide explanation as to the reasons for not accepting the vehicle or equipment for service. If the CITY does not accept the vehicle or equipment for service, COIC is free to undertake the work itself or to contract with others to perform the work.
7. Notify COIC if CITY determines that a vehicle is unsafe to operate.
8. CITY will provide work order documentation that details parts used and work performed on each vehicle. Data from work orders is required for COIC to obtain reimbursement for eligible preventative maintenance costs. An example of work orders with the required information is provided in Exhibit B, Attachment D.

C. COIC will:

1. Deliver the vehicles and equipment that it requests for services to identified CITY service location at scheduled times for services to be performed based on CET's maintenance database, which aligns with CET's Vehicle Maintenance Plan, attached as Exhibit B.
2. Provide necessary requested information on ownership, service, and usage data so that the CITY may provide recommendations for vehicle services or fleet analysis.
3. Maintain an inventory of services vehicles that includes description of equipment, manufacturer's model numbers, vehicle identification numbers (VIN), odometer readings,

- vehicle equipment conditions, odometer readings, and maintenance records that are adequate to meet public reporting requirements.
 - 4. Timely pay for costs of services, parts, supplies, and other items provided by the CITY under this Agreement and pursuant to Section III – Payment and Billing.
 - 5. Process recalls or warranty claims for COIC to submit for reimbursement of charges incurred by CITY and invoiced to COIC.
 - 6. Use due care to maintain its vehicles and equipment before and after CITY’s services.
 - 7. Have current insurance, registration and licensing on all vehicle or equipment brought to the CITY for service.
 - 8. Provide all wages, workers’ compensation, unemployment insurance, and other charges and fees required by the federal government and the State of Oregon for any employees that operate CET vehicles and/or equipment.
 - 9. Share historical data of COIC fleet maintained in its asset management software.
- D. Service Requests and Authorizations.
- 1. COIC will identify an authorized representative (Fleet Coordinator) who will serve as COIC’s day-to-day primary contact for coordinating services under this Agreement, including approval of all services performed and billings. The CITY will identify an authorized representative of CITY who will be the primary liaison regarding scheduling and coordinating performance.
 - 2. The CITY representative and COIC Fleet Coordinator will be responsible to establish and maintain administrative procedures to process COIC’s requests for services under this Agreement (Work Orders), CITY’s schedule for performance and estimated cost for requested work to be performed to specifications (Work Proposals) and COIC’s authorization for CITY to perform work (Work Authorizations).
 - 3. COIC will not request, and the CITY will have no obligation to provide, non- emergency services on any observed federal, state or City holidays or weekends, when CITY personnel are not on duty.
 - 4. The CITY will have no obligation to service non-COIC vehicles or equipment even if COIC may have fleet service responsibilities for the vehicles or equipment.

III. Payment and Billing.

- A. CITY will provide fleet services to COIC inclusive of direct and indirect costs in furnishing personnel, materials, and use of equipment to provide services under this Agreement.
- B. CITY will invoice COIC for fleet services based on actual fleet services performed. The hourly shop rate on the effective date of this agreement is \$182.00, per the CITY’S Fee Schedule. By May 1, each year, CITY will inform COIC of the hourly shop rate (adjusted each fiscal year) and an estimated total cost for services for the upcoming fiscal year, based on historical trends. These amounts are estimates and are subject to change.
- C. CITY will provide monthly invoice with associated work orders to COIC’s representative by the 20th of each month. COIC will pay within thirty (30) days after the invoice date. CITY may include additional charges for rebilling on delinquent account pursuant to Redmond City Code and other reasonable collection costs.
- D. COIC agrees to lease space exclusively used by CITY to perform fleet services, identified in Exhibit A as “Lease Area 1,” at an annual rate of \$71,539.20 (\$.90 per square foot X 6,624 sq ft. X 12 months). COIC will invoice CITY for this payment annually by August 1.
- E. Specialized vehicle parts (engines, transmissions, differential, etc.) that exceed \$10,000 in value will be purchased directly by COIC and provided to CITY.

IV. Insurance and Indemnification.

- A. COIC shall maintain, in force, at COIC's expense, Commercial General Liability insurance with minimum limits of \$2,000,000 per occurrence/\$3,000,000 aggregate, naming the City of Redmond, its officers, directors, agents and employees as an additional insured. The policy must provide primary and non-contributory coverage. COIC shall provide verification of Commercial Automobile Liability insurance with a combined-single limit of \$1,000,000 and verification of workers' compensation insurance in compliance with ORS 656.017, requiring COIC to provide workers' compensation coverage for all subject workers.
- B. COIC will comply with all applicable federal, state, and local laws, regulations, and ordinances. COIC will obtain and maintain any required licenses, permits, registrations, and other governmental authorizations required to conduct COIC's business and perform its services. COIC agrees to comply with all state, city and county laws, regulations, and ordinances relative to the operation of the vehicles.
- C. COIC agrees that it will pay all wages, workers' compensation, unemployment insurance and other charges and fees required by the federal government and the State of Oregon for any employees who operate the vehicles.
- D. COIC agrees to fully indemnify, hold harmless and defend the CITY and its directors, officers, employees, and agents from and against all claims, suits, actions of whatsoever nature, damages or losses and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney fees, resulting from, or arising out of activities of COIC, its officers, employees, or agents under this Agreement.
- E. The CITY is not responsible for any liability and property damage arising out of any vehicle or equipment subject to this Agreement because of COIC's operation, repair, service or storage of vehicles and equipment.
- F. The CITY is responsible for liability and property damage caused by, or destruction to COIC vehicles and equipment in the care, custody, and control of the CITY. However, COIC is responsible for inventorying, removing, and safekeeping all personal property before vehicles are brought in for service. The CITY may, but is not obligated, to inventory, care, safekeep, or protect any personal property left within COIC vehicles against damage or loss.
- G. CITY is not responsible for vehicle or equipment failures or defects due to normal wear or abuse, or due to COIC's failure to maintain or repair vehicles or parts as needed for prudent property ownership or as recommended by CITY. The CITY is not liable for any defects in vehicles, parts, or materials either original to the vehicle or because of non-CITY work on the vehicle. In the event of workmanship not completed to industry standards, CITY will redo the work at no additional cost.

V. Dispute Resolution.

If a dispute arises regarding this Agreement, the Parties agree to exercise good faith in expeditiously resolving any conflict. The Parties may submit a dispute to mediated negotiation prior to any party commencing litigation and will participate in good faith in a non-binding mediation process. The mediator will be selected by mutual agreement of the Parties and all mediator expenses shared equally. If the Parties are unable to mutually agree to a mediator, each Party will select a temporary mediator and those mediators shall jointly select the permanent mediator. In the event of dispute, each Party shall bear its own costs and attorney fees.

VI. General Provisions.

- A. Non-partnership. Neither City nor COIC is, by virtue of this Agreement, a partner or joint venturer, in connection with activities carried out under this Agreement, and neither party shall have any obligation with respect to the other's debts or any other liabilities of any kind or nature.
- B. Nonexclusive Agreement. This Agreement is nonexclusive. COIC is not CITY's only client and CITY will continue to provide services to other clients. CITY is not COIC's only provider for the services and COIC may use other providers for the same or similar services.
- C. Protection of and Access to Data. City will use due care to store, secure and backup data created by CITY through the delivery of the services. CITY will provide COIC with reasonable access to data reports upon request by COIC.
- D. Compliance with Laws. The Parties will comply with all applicable federal, state, and local laws, rules, and regulations applicable to work as set forth in this Agreement.
- E. Entire Agreement. This Agreement is the entire agreement between the parties regarding servicing and maintaining vehicles and equipment. There is no other oral or written agreement between the parties regarding this subject matter. There are no oral or written representations or warranties made by either Party, implied or express, other than those contained in this Agreement.
- F. Amendments and Modifications. Any modifications to this Agreement must be made in writing and executed by all Parties.
- G. No Assignment. Neither Party shall subcontract or assign any part of this Agreement without the written consent of the other Party.

This Intergovernmental Agreement is effective upon full execution by the Parties as shown below.

CITY OF REDMOND

**CENTRAL OREGON INTERGOVERNMENTAL
COUNCIL**

Keith Witcosky, City Manager

Tammy Baney, Executive Director

Scott Gibson, Fleet Services Manager

COIC CET Fleet Coordinator

Date

Date

BUDGET DETAIL

Transportation Fund		FY 2020/21 Actual	FY 2021/22 Actual	FY 2022/23 Budget	FY 2023/24 Budget
22118-01-000-04-25-15	COIC	86,721	54,800	55,000	177,833
22118-01-000-04-60-90	Miscellaneous	836	1,378	-	-
22118-01-000-04-80-10	Interest - Investment	743	(870)	-	-
22118-01-000-04-85-30	ISF Fleet Services	1,197,807	1,173,189	1,517,588	1,893,849
22118-01-000-04-95-50	Sale of Property	503	124	-	-
22118-01-000-04-99-00	Beginning Fund Balance	60,107	172,457	151,222	(18,321)
TOTAL RESOURCES		1,549,474	1,635,866	1,989,070	2,369,929
Personnel Services					
22118-01-000-05-00-01	Regular Pay	433,465	450,645	588,445	655,913
22118-01-000-05-00-03	Overtime	529	4,521	13,500	13,500
22118-01-000-05-20-11	Employer Social Security	26,313	27,628	36,484	40,667
22118-01-000-05-20-12	Employer Medicare	6,154	6,461	8,532	9,511
22118-01-000-05-20-30	Employer PERS	100,010	115,742	148,721	177,007
22118-01-000-05-20-41	Medical Insurance	118,128	118,360	187,714	175,061
22118-01-000-05-20-42	VEBA Contribution	9,533	20,208	10,680	19,116
22118-01-000-05-20-43	HRA Contribution	4,200	12,498	10,096	10,701
22118-01-000-05-20-50	Life Insurance	144	144	202	441
22118-01-000-05-20-51	Accidental D & D	60	154	35	151
22118-01-000-05-20-52	SAIF	5,577	10,704	7,796	8,087
22118-01-000-05-20-53	Long-Term Disability	792	792	1,081	1,782
22118-01-000-05-20-62	FSA	162	162	227	629
TOTAL PERSONNEL SERVICES		705,066	768,019	1,013,513	1,112,566
Materials & Services					
22118-01-000-06-00-02	Office Supplies	419	731	-	-
22118-01-000-06-00-03	Housekeeping	-	389	-	-
22118-01-000-06-00-04	Uniforms Boots and Clothing	10,179	10,412	14,800	15,000
22118-01-000-06-00-05	Electronic Equip & Supplies	-	4,666	9,000	9,000
22118-01-000-06-00-06	Small Tools & Minor Equip	12,105	17,431	40,000	45,000
22118-01-000-06-00-07	Safety Supplies	3,184	2,499	-	-
22118-01-000-06-00-10	Furnishings & Fixtures	-	800	2,500	2,500
22118-01-000-06-00-12	Facility Repair & Maintenance	-	-	3,000	45,000
22118-01-000-06-00-20	Water/Sewer/Storm	1,902	1,973	2,100	2,100
22118-01-000-06-00-21	Repair & Maintenance	68	285	1,250	3,000
22118-01-000-06-00-23	Utility Gas	2,332	3,057	2,100	2,100
22118-01-000-06-00-24	Phone & Internet	3,086	6,193	5,500	5,500
22118-01-000-06-00-26	Postage	193	367	800	800
22118-01-000-06-00-29	Radio Maintenance	300	300	300	300
22118-01-000-06-00-48	Rentals & Leases	236	167	650	72,689
22118-01-000-06-00-56	Workers Comp Claim Deduct	105	-	-	-
22118-01-000-06-00-60	Dues Subs Memberships	-	48	770	-
22118-01-000-06-00-61	Travel & Training	-	3,073	12,000	27,650
22118-01-000-06-00-63	Books Maps Periodicals	104	-	-	-
22118-01-000-06-00-74	External Repairs & Maint	49,549	53,108	80,000	80,000
22118-01-000-06-00-75	Parts & Inventory	328,923	375,900	360,000	525,000
22118-01-000-06-00-77	Fuel	1,364	2,189	2,000	2,000
22118-01-000-06-00-86	Licenses & Permits	297	559	135	135
22118-01-000-06-00-87	Employee Physicals	402	480	770	880
22118-01-000-06-00-88	Employee/Volunteer Recogn	200	612	400	400
22118-01-000-06-00-90	Software Licenses	79,354	35,856	-	18,260
22118-01-000-06-00-92	Software Maint & Subscriptions	-	5,225	17,700	38,825
22118-01-000-06-00-97	Chgs Svc From Other Fund	39,959	47,084	57,500	75,100
22118-01-000-06-00-98	Other Contractual Services	1,642	982	4,325	4,425
22118-01-000-06-85-05	ISF Central Services	94,003	91,543	97,896	174,072
22118-01-000-06-85-10	ISF IT	31,739	33,925	53,454	60,909
22118-01-000-06-85-15	ISF Risk Management	10,306	11,492	16,607	16,718
TOTAL MATERIALS & SERVICES		671,951	711,346	785,557	1,227,363
Capital Outlay					
22118-01-000-07-00-03	Machinery & Equipment	-	-	-	15,000
22118-01-000-07-00-06	Vehicles	-	-	55,000	-
TOTAL CAPITAL OUTLAY		-	-	55,000	15,000



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STAFF REPORT

DATE: June 27, 2023
TO: City Council
THROUGH: Jason Neff, Deputy City Manager
Jessica MacClanahan, City Engineer
FROM: Ryan Kirchner, Wastewater Division Manager
SUBJECT: Wastewater Treatment Plant Chemicals Contract Amendment with Cascade Columbia Distribution Company in the amount of \$581,000

Report in Brief:

This item requests the City Council approve a Goods and Products Purchase Agreement amendment with Cascade Columbia Distribution Company in the amount of \$581,000 for a new total contract value of \$886,000 for pulverized lime and calcium thiosulfate.

Background:

The current Wastewater Treatment Plant relies on pulverized lime and calcium thiosulfate to ensure the treatment plant meets Federal and State permitted requirements and to perform essential treatment plant operations.

Pulverized lime is used to stabilize biosolids prior to application on the City's hay fields or on approved local agricultural lands. Approximately 180 tons of lime is purchased annually and delivered to a designated 1,500 cubic foot bulk lime silo located at the treatment facility in quantities of 34 tons per delivery.

Calcium Thiosulfate is used to dechlorinate effluent, however this chemical is no longer in use by operations staff.

Discussion:

On June 23, 2020, City Council authorized the City Manager to sign a multi-year purchase agreement with Cascade Columbia Distribution Company for pulverized lime and calcium thiosulfate. The original agreement with Cascade Columbia was for the purchase of pulverized lime for a three-year term with two optional one-year extensions in the not to exceed amount of \$90,000 per year and \$270,000 over the original term of the contract. An amendment was approved in March 2023 for an additional \$35,000 to cover costs of escalation associated with a current order.

As the original three-year contract term was approaching, Wastewater Division staff issued a formal Invitation to Bid for necessary chemicals with an opening date of March 1, 2023. While the City received bids for the other needed chemicals being solicited (and subsequently awarded contracts for these chemicals on May 23, 2023), the City did not receive a bid for pulverized lime or calcium thiosulfate. Since no other bids were received, staff is seeking approval to amend the existing Goods and Purchase Agreement. Once the Redmond Wetland Complex is operational, there is no need for pulverized lime and calcium thiosulfate. This amendment is intended to cover all remaining need for pulverized lime and calcium thiosulfate, estimated through June 2026. This contract is structured such that the City will only order and pay for the chemicals needed.

Contract Amendment Details

Original Contract Amount (3 years)	\$270,000
Amendment 1	\$ -
Amendment 2	+ \$35,000
Amendment 3 (Additional 3 years)	+ \$581,000
Contract Total \$886,000	

Fiscal Impact:

Annual funding for this expenditure is included in the Fiscal Year 2023/2024 budget within the Wastewater Fund – Treatment Operations Program: 53200-34-000-06-00-66 (\$365,000).

Alternative Courses of Action:

1. Approve the amendment.
2. Request additional information.
3. Do not approve the amendment.

Recommendation / Suggested Motion:

"I move to approve an amendment to the Goods and Products Purchase Agreement with Cascade Columbia Distribution Company in the amount of \$581,000, for a total contract amount not to exceed \$886,000 over the duration of the contract, and authorize the City Manager to sign the agreement".

BUDGET DETAIL

Wastewater Fund		FY 2020/21 Actual	FY 2021/22 Actual	FY 2022/23 Budget	FY 2023/24 Budget
53200-34-000-06-00-03	Housekeeping	-	-	-	3,520
53200-34-000-06-00-04	Uniforms Boots and Clothing	-	-	-	6,000
53200-34-000-06-00-06	Small Tools & Minor Equip	-	-	-	24,360
53200-34-000-06-00-07	Safety Supplies	-	-	-	6,300
53200-34-000-06-00-10	Furnishings & Fixtures	-	-	-	3,300
53200-34-000-06-00-12	Facility Repair & Maintenance	-	-	-	31,150
53200-34-000-06-00-18	Irrigation Site Maint	-	-	-	206,500
53200-34-000-06-00-20	Water/Sewer/Storm	-	-	-	52,730
53200-34-000-06-00-22	Utility Electric	-	-	-	80,000
53200-34-000-06-00-24	Phone & Internet	-	-	-	6,150
53200-34-000-06-00-26	Postage	-	-	-	440
53200-34-000-06-00-29	Radio Maintenance	-	-	-	790
53200-34-000-06-00-37	Legal Services & Fees	-	-	-	2,000
53200-34-000-06-00-41	Forms & Correspondence	-	-	-	400
53200-34-000-06-00-46	Processing Fees	-	-	-	56,000
53200-34-000-06-00-48	Rentals/Leases	-	-	-	1,470
53200-34-000-06-00-51	Lab Analysis	-	-	-	75,800
53200-34-000-06-00-58	Waste Disposal	-	-	-	59,500
53200-34-000-06-00-60	Dues Subs Memberships	-	-	-	870
53200-34-000-06-00-61	Travel & Training	-	-	-	10,000
53200-34-000-06-00-62	Meetings	-	-	-	400
53200-34-000-06-00-63	Books Maps Periodicals	-	-	-	400
53200-34-000-06-00-66	Lab Supplies/Chemicals	-	-	-	365,000
53200-34-000-06-00-67	Garbage Collection	-	-	-	1,000
53200-34-000-06-00-68	Recruitment	-	-	-	400
53200-34-000-06-00-74	External Repairs & Maint	-	-	-	2,700
53200-34-000-06-00-75	Parts & Inventory	-	-	-	500
53200-34-000-06-00-77	Fuel	-	-	-	17,160
53200-34-000-06-00-84	Infrastructure Maintenance	-	-	-	127,920
53200-34-000-06-00-86	Licenses & Permits	-	-	-	25,400
53200-34-000-06-00-87	Employee Physicals	-	-	-	670
53200-34-000-06-00-88	Employee/Volunteer Recogn	-	-	-	550
53200-34-000-06-00-92	Software Maint & Subscriptions	-	-	-	14,950
53200-34-000-06-00-94	Temporary Personnel Services	-	-	-	25,000
TOTAL MATERIALS & SERVICES		-	-	-	1,211,530
TOTAL PROGRAM EXPENDITURE		-	-	-	2,061,993
NET PROGRAM		-	-	-	(2,061,993)
NET SUB-FUND		3,675,057	4,146,194	-	-

Sub-fund: Wastewater - Infrastructure Maintenance

Program: General

Resources

53261-01-000-04-80-10	Interest - Investment	2,579	(2,606)	2,300	6,000
53261-01-000-04-86-10	Intrafund Tfrs-from Operations	-	393,000	400,000	-
53261-01-000-04-99-00	Beginning Fund Balance	595,231	597,809	613,009	637,000
TOTAL RESOURCES		597,809	988,204	1,015,309	643,000

Materials & Services

53261-01-000-06-00-84	Infrastructure Maintenance	-	242,978	-	-
TOTAL MATERIALS & SERVICES		-	242,978	-	-

Capital Outlay

53261-01-000-07-00-18	Capital Projects	-	-	900,000	500,000
53261-01-000-07-01-02	Infrastructure	-	-	29,900	-
53261-01-000-07-01-03	Design	-	22,715	8,000	-
53261-01-000-07-01-06	Inspection & Constr. Mgmt	-	16,116	27,900	-
TOTAL CAPITAL OUTLAY		-	38,832	965,800	500,000

Reserve

2023 City of Redmond WPCF Chemical ITB Bid Tabulation			
Vendor	Sodium Hypochlorite	Cationic Polymer	Pulverized Lime
HASA Inc.	\$2.27/gal	No Bid	No Bid
OLIN	No Bid	No Bid	No Bid
JCI Jones	No Bid	No Bid	No Bid
Polydyne, Inc.	No Bid	\$1.85/lb.	No Bid



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STAFF REPORT

DATE: June 27, 2023
TO: City Council
THROUGH: Jason Neff, Deputy City Manager
FROM: Zachary Bass, Airport Director
SUBJECT: Amendment to the Intergovernmental Agreement with Redmond Fire & Rescue for Fee Escalation increasing the Budgeted Fee Escalation in Fiscal Year 2023/2024 for Aircraft Rescue and Fire Fighting Services

Report in Brief:

The Redmond Municipal Airport requests City Council authorize the City of Redmond to increase the annual escalation in the Redmond Fire and Rescue (RF&R) intergovernmental agreement (IGA) from 5.0% to 6.4% for Fiscal Year (FY) 2023/2024 for Aircraft Rescue and Fire Fighting (ARFF) services provided at the Airport.

Background:

The Airport is a CFR Part 139, Index B commercial service airport and is required by the Federal Aviation Administration (FAA) to have onsite ARFF services available to protect the safety of passengers and the general public. The City has contracted out the management and operation of the City's ARFF services with RF&R under an IGA for the span of 11 years effective July 1, 2020.

Discussion:

The IGA addresses the scope of work, duties performed and operational needs to support ARFF services at the Airport. The IGA also establishes the terms and conditions agreeable to both parties, which includes an annual escalation to the maximum budget fee of, not to exceed, 5.0% on a year-over-year basis as approved by City Council.

This amendment to the IGA increases the budgeted maximum for FY 2023/2024 to 6.4% from the FY 2022/2023 total, above the 5.0% threshold as approved by City Council. The increase is driven by RF&R personnel costs primarily related to PERS rates, medical and life insurance.

Fiscal Impact:

ARFF reimbursements from the Airport to RF&R are paid for from activity-based landing fee revenue charged to the airlines located in the Airport Fund. The updated maximum RF&R fees or ARFF services are depicted in the following table:

Year Number	Current Maximum RF&F Allocations - Fees for Services	Proposed Maximum RF&F Allocations - Fees for Services
One (1) (FY 2020-2021)	\$ 626,566	\$ 626,566
Two (2) (FY 2021-2022)	\$ 643,979	\$ 643,979
Three (3) (FY 2022-2023)	\$ 676,178	\$ 676,178
Four (4) (FY 2023-2024)	\$ 709,987	\$ 718,996
Five (5) (FY 2024-2025)	\$ 745,486	\$ 754,946
Six (6) (FY 2025-2026)	\$ 782,760	\$ 792,694
Seven (7) (FY 2026-2027)	\$ 821,899	\$ 832,329
Eight (8) (FY 2027-2028)	\$ 862,993	\$ 873,946
Nine (9) (FY 2028-2029)	\$ 906,143	\$ 917,644
Ten (10) (FY 2029-2030)	\$ 951,450	\$ 963,527
Eleven (11) (FY 2030-2031)	\$ 999,023	\$ 1,011,704

Alternative Courses of Action:

1. Approve the maximum budget fee escalation in the ARFF service IGA to increase to 6.4% for FY 2023/2024
2. Do not approve the maximum budget fee escalation in the ARFF service IGA to increase to 6.4% for FY 2023/4
3. Take no action and request more information.

Recommendation / Suggested Motion:

"I move to amend the Intergovernmental Agreement authorizing an increase to the maximum budget fee escalation to 6.4% for Fiscal Year 2023/2024 for Aircraft Rescue and Fire Fighting services provided by Redmond Fire and Rescue."



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STAFF REPORT

DATE: June 27, 2023
TO: City Council
THROUGH: Jason Neff, Deputy City Manager
FROM: Zachary Bass, Airport Director
SUBJECT: Construction Manager/General Contractor Services for the Airport Terminal Building Expansion Project Bid Award to Skanska USA Building Inc. for Preconstruction Services only, not to exceed \$600,000.

Report in Brief:

The Redmond Municipal Airport requests the City Council authorize the City of Redmond to enter into a certain construction contract with Skanska USA Building Inc. concerning the Airport Terminal Building Expansion Project. The first task order will be for preconstruction services only, not to exceed \$600,000.

Background:

Due to expansive growth of the Central Oregon region over the last five years, the Airport has experienced a annual passenger count increase from 500,000 to over 1 million, with forecasts projecting 1.7 million passengers by 2036. The current terminal building is inadequate to accommodate this level of activity, thus, the Airport has been planning a terminal expansion for the last several years. The planned expansion will nearly double the size of the terminal, increase passenger flow, enhance safety and facilitate new business opportunities.

City Council approved the construction manager/general contractor (CMGC) selection process for the terminal expansion project on October 25, 2022. The proposed contract includes preconstruction and construction services based on a guaranteed maximum price for each portion of the work. The requested contract approval will be for the preconstruction services only from Skanska.

Discussion:

On January 29, 2023, the City issued a Request for Proposals (RFP) for CMGC services for the Airport Terminal Building Expansion Project, with the purpose to select a qualified firm to provide preconstruction and construction services for the project.

Three proposals were received and reviewed by a nine-member evaluation committee, containing of three airport personnel, one airport committee member, four design team members and the Assistant City Engineer. The evaluation committee met on March 10, 2023, to review, discuss and score each proposal, with the scoring elements made up of professional qualifications, experience, project understanding and approach, approach to project management and other relevant minimum requirements. The evaluation committee selected all three proposals, Skanska, Hoffman and Swinerton, for interviews.

Interviews were conducted on March 27, 2023, with the final overall scores as followed:

- Skanska - 1030
- Hoffman - 1000
- Swinerton - 997

Fiscal Impact:

For the preconstruction services, the fiscal impact of this contract will not exceed \$600,000 and will be based on project directives and scopes of work. This contract will be funded through:

- | | |
|--|-----------------|
| 1. Annual FAA Entitlement grant: | \$562,500 |
| 2. <u>Local Airport Funding at 6.25%</u> | <u>\$37,500</u> |

Total: \$600,000

The FY 2023/24 budget includes \$12.2 million for the Airport Terminal Expansion Project, which includes design and preconstruction services.

Alternative Courses of Action:

1. Approve the subject CMGC construction contract with Skanska for preconstruction services, subject to legal revisions and Airport Manager approval and authorize the City Manager to sign the contract on behalf of the City.
2. Do not authorize the contract.
3. Take no action and request more information.

Recommendation / Suggested Motion:

"I move to award a Construction Manager/General Contractor construction contract with Skanska, USA Building Inc. for preconstruction services in an amount not to exceed \$600,000, subject to legal revisions and Airport Manager approval, and authorize the City Manager or his designee to sign the contract."



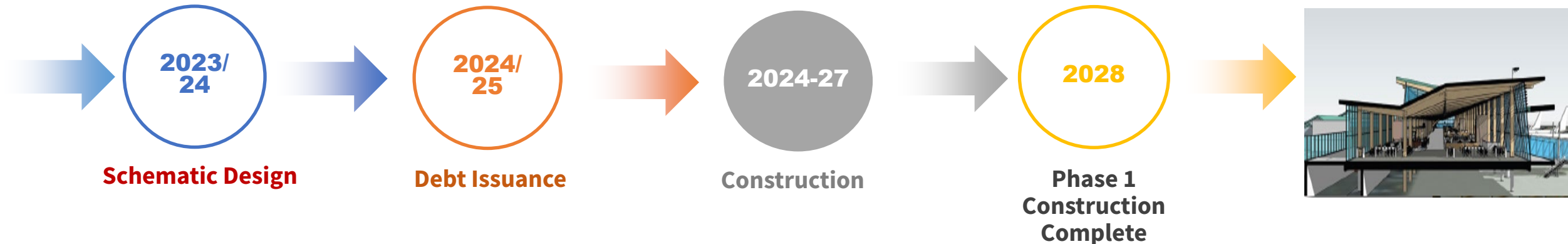
REDMOND MUNICIPAL AIRPORT

Terminal Expansion: General Contractor Bid Award

TERMINAL EXPANSION



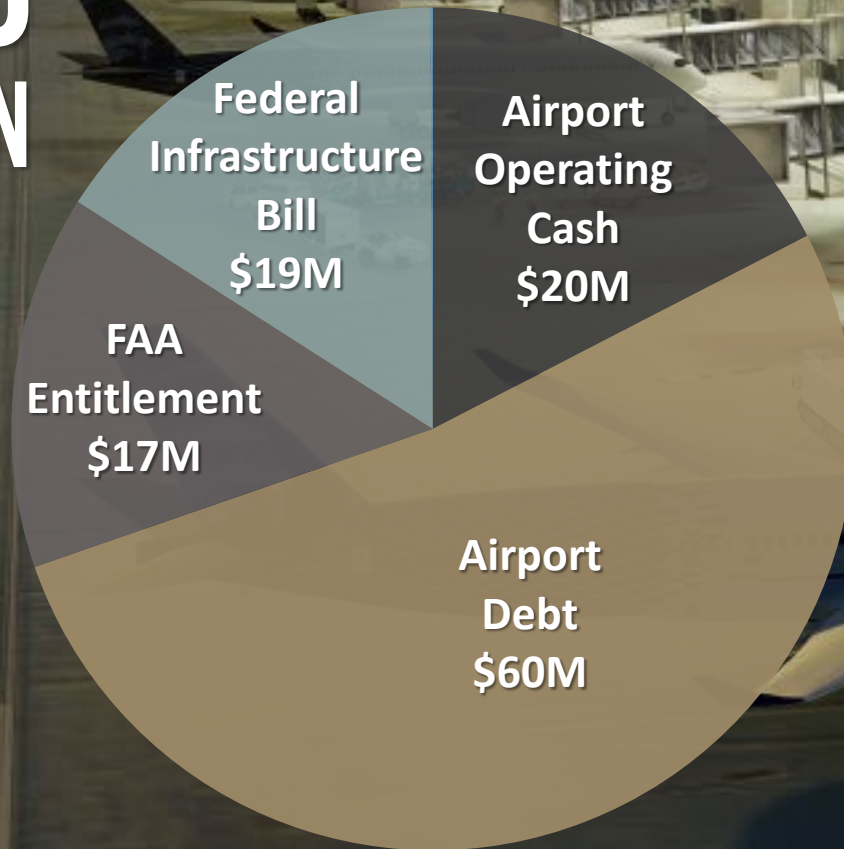
DESIGN AND CONSTRUCTION TIMELINE



TERMINAL BUILDING EXPANSION – PHASE 1

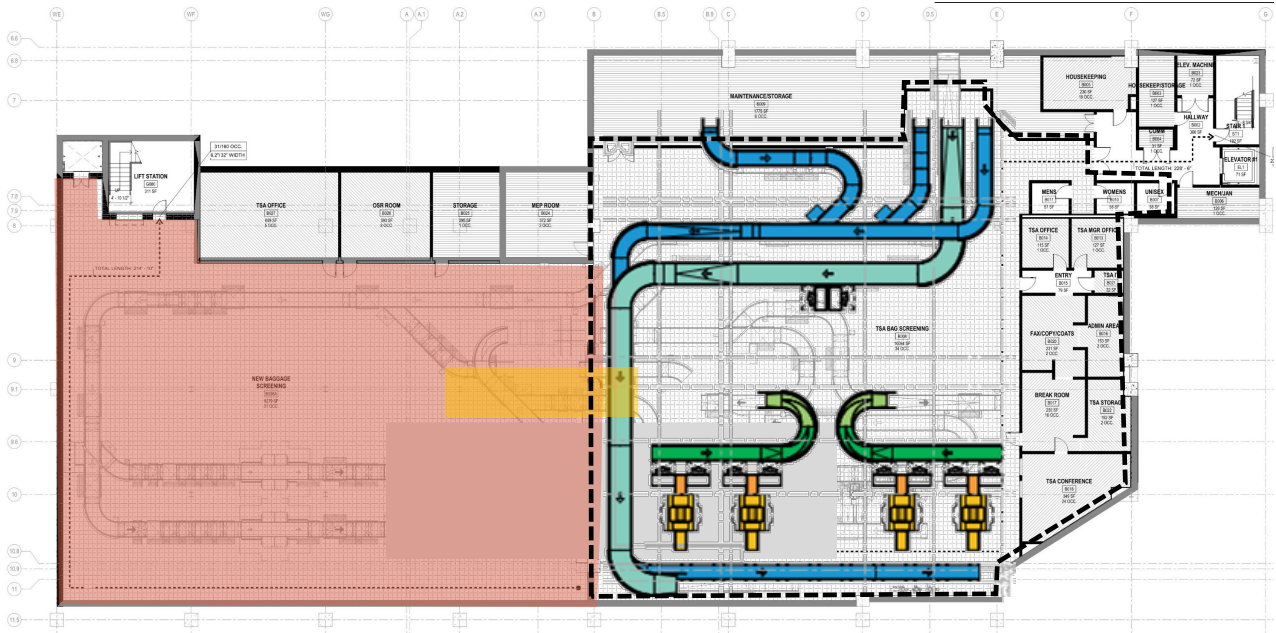
FUNDING IDENTIFIED:

**\$115
MILLION**

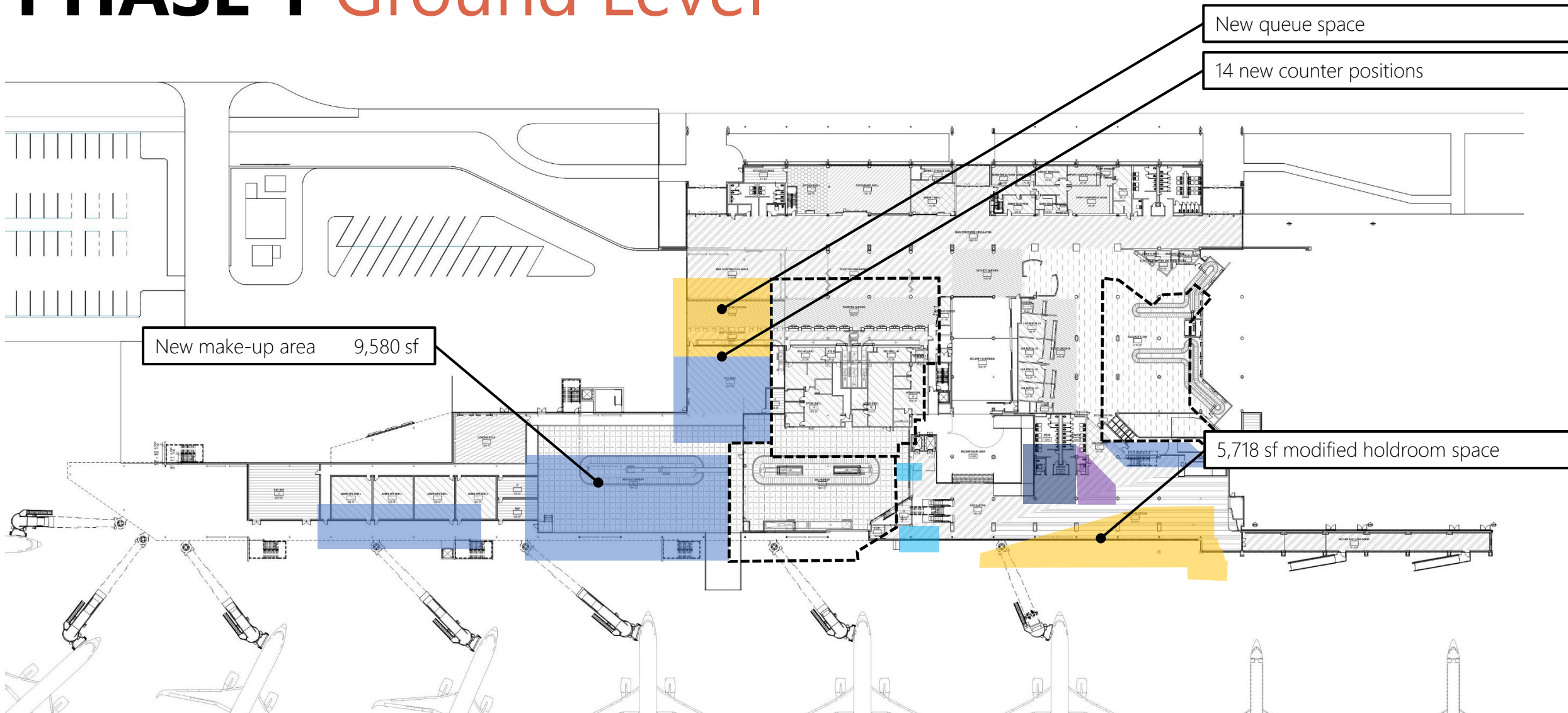


**\$145
MILLION**

PHASE 1 Basement



PHASE 1 Ground Level





Phase 1 - Airside Exterior



Phase 1 – Checkpoint Exit



Phase 1 – West Expansion



Phase 1 – West End Exterior



General Contactor Bid Award



Scoring Criteria

- Professional Qualifications, Experience, Project Understanding and Approach, Approach to Project Management
- 1 Hour Interview (All three selected for interviews)

3 Responsible Bidders

- Skanska – 1030 Pts
- Hoffman – 1000 Pts
- Swinerton – 997 Pts

Task Order #1: Preconstruction Services

- Value Engineering
- Construction Estimation
- Guaranteed Maximum Price
- NTE \$600,000

9-Member Evaluation Committee:

Airport Personnel
Airport Committee Member
Design Team Members
City Engineering

Questions?



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STAFF REPORT

DATE: June 27, 2023
TO: City Council
THROUGH: Jason Neff, Deputy City Manager
FROM: Zachary Bass, Airport Director
SUBJECT: Runway Protection Zone – Security Fencing Project Bid Award to Taylor Northwest LLC in the amount of \$643,763.30

Report in Brief:

Redmond Municipal Airport requests the City Council authorize the City of Redmond to enter into a certain construction contract with Taylor Northwest LLC of Bend, Oregon concerning the Airport's Runway Protection Zone – Security Fencing Project in the amount of \$643,763.30.

Background:

The Federal Aviation Administration (FAA) airport design standards require that a trapezoidal area of land beyond the threshold of the runway be designated as the Runway Protection Zone (RPZ). A RPZ serves to enhance the protection of people and property on the ground in the event an aircraft lands or crashes beyond the runway end. The FAA prohibits residential and place of public assembly land uses from the RPZ, this includes churches, schools, hospitals, office buildings, shopping centers and other uses with similar concentrations of persons typify places of public assembly.

Over the past several years there have been increasing populations of houseless located inside the RPZ of Runway 23, the primary runway at the Airport. The FAA has identified this issue in their inspections and considers this to conflict with the grant assurances the City commits to when receiving federal grants under the FAA Airport Improvement Program.

City Council has approved the Airport to construct an airport security fence encompassing the perimeter of the RPZ. This project will construct the fence including a small perimeter road to allow for daily security inspections.

Discussion:

On April 24, 2023, the City issued an Invitation to Bid to select a qualified firm to provide services for the construction of the RPZ Security Fencing Project. The bids were reviewed May 18, 2023, with four firms submitting proposals. Of these four bids, one bid was over the engineer's estimate of \$778,817.50, while the other three came in below. The bids were as followed:

Taylor Northwest LLC	Mountain Sky Inc.	K&E Excavating	JAL Construction Inc.
\$643,763.30	\$657,461.16	\$753,616.00	\$856,881.60

The anticipated project schedule is as followed:

- Construction bid award: June 2023
- Notice to proceed with construction: August 2023
- Completion of the construction: October 2023

Fiscal Impact:

For the construction services, the fiscal impact of this contract is \$643,763.30, with the project funded entirely through local Airport funds. The Fiscal Year 2023/2024 budget included \$867,984 for this project.

Alternative Courses of Action:

1. Authorize the City to award construction contract to Taylor Northwest LLC
2. Do not authorize the City to award construction contract to Taylor Northwest LLC
3. Take no action and request more information

Recommendation / Suggested Motion:

"I move to award a contract to Taylor Northwest LLC in the amount of \$643,763.30, for the Runway Protection Zone – Security Fencing Project, and authorize the City Manager to sign the contract."



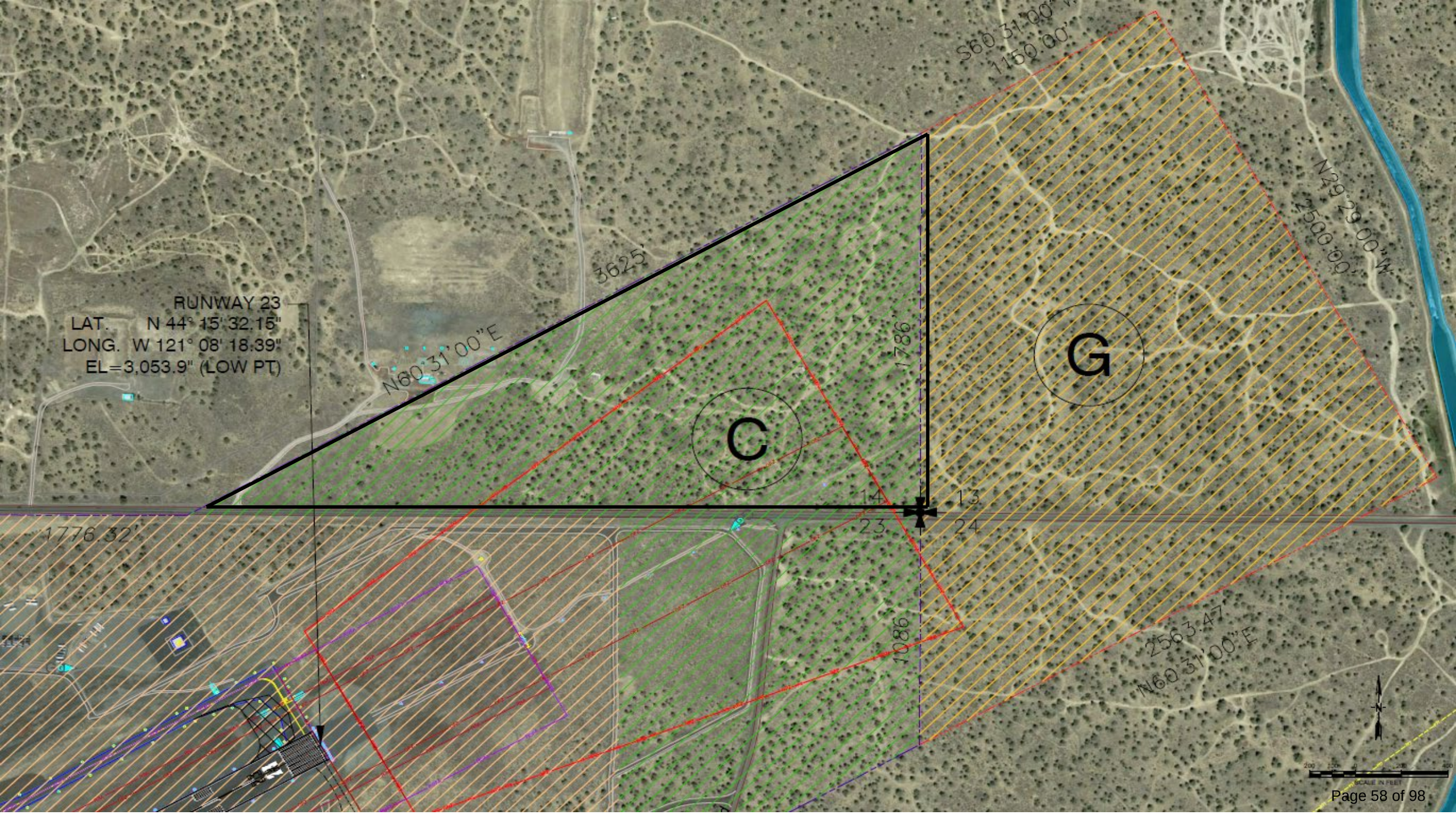
REDMOND MUNICIPAL AIRPORT

Runway Protection Zone (RPZ) Project

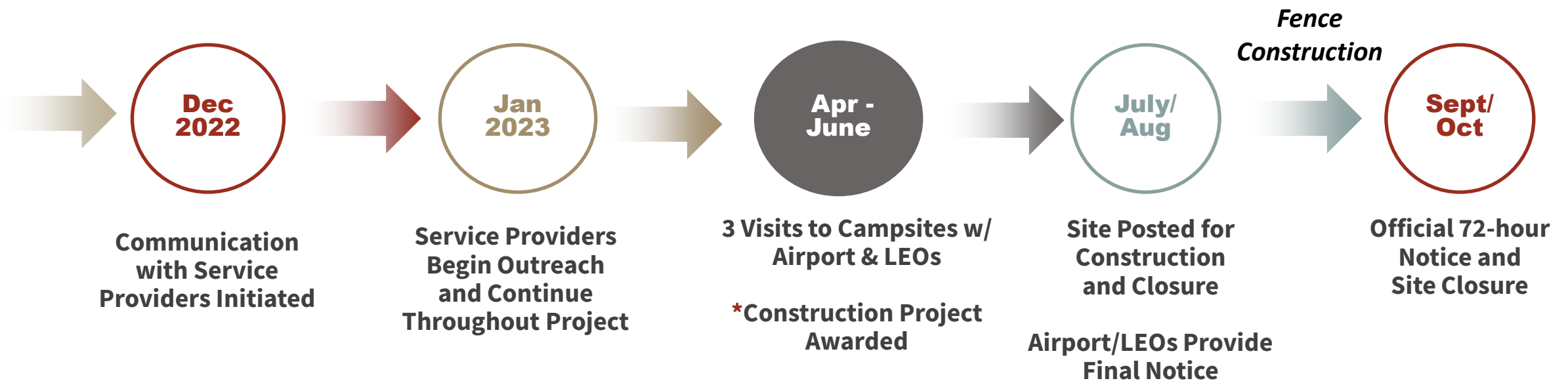
Construction Bid Award

City Council Meeting June 27, 2023

RUNWAY 23
LAT. N 44° 15' 32.15"
LONG. W 121° 08' 18.39"
EL=3,053.9" (LOW PT)



PROJECT TIMELINE



Construction Bid Award



FENCE CONSTRUCTION

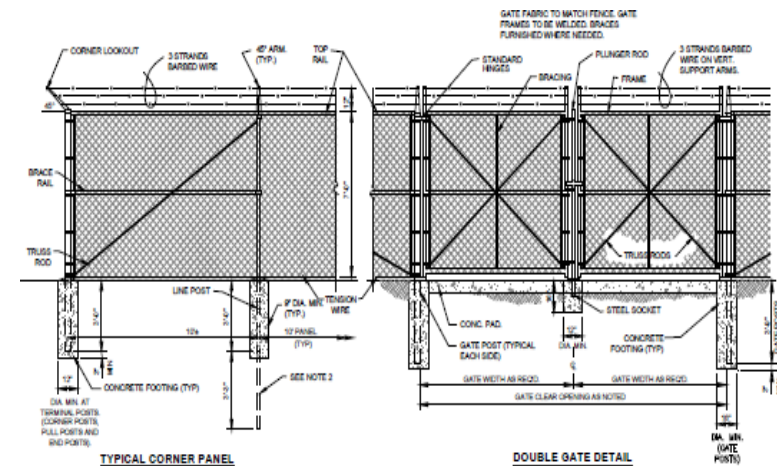
- 6 Ft Fence w/3 Strands of Barbed Wire
- 8 Gates and Spaced Exterior Signage
- Interior Paved Road (61 Acres)

4 RESPONSIBLE BIDDERS

Taylor NW	<u>\$643,763.30</u>
Mountain Sky	\$657,461.16
K&E Excavating	\$753,616.00
JAL Construction	\$856,881.60

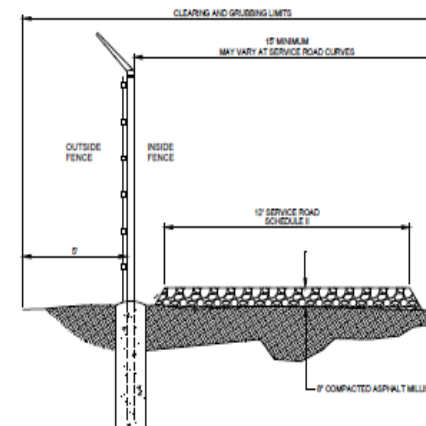
FINANCIALS

Engineers Estimate	\$778,817.50
Budgeted 23/24	\$867,984.00
*Funded w/local Airport Funds	



NOTE:
1. PROVIDE DOUBLE PANELS AT ALL CORNERS AND AT 300' MAXIMUM INTERVALS ON TANGENT. (TO BE USED FOR PULLING. DOUBLE PANELS SHALL BE PLACED AT END OF CURVES SHARPER THAN 90° AND BE EVENLY SPACED BETWEEN AT 90° CENTRAL ANGLE. 10° DEFLECTION ANGLE NOT TO EXCEED 350' CURVE.
2. AT INTERVALS NOT TO EXCEED 300', ONE POST WILL BE EXTENDED 3' INTO THE GROUND FOR LIGHTNING PROTECTION.

1 TYPICAL CHAIN LINK FENCE DETAIL
D-1 SCALE: NTS



NOTES:
1. ALL TREES, BRUSH, AND MISCELLANEOUS FLORISH SHALL BE REMOVED WITHIN THE CLEARING AND GRUBBING LIMITS.
2. TREES AND BRUSH SHALL BE CLEARED TO BELOW GROUND LEVEL. ROOTS ARE NOT REQUIRED TO BE REMOVED.
3. ASPHALT MILLINGS ARE AVAILABLE FROM THE AIRPORT. MILLINGS WILL NEED TO BE PROCESSED PRIOR TO USE.

2 TYPICAL CHAIN LINK FENCE DETAIL
D-1 SCALE: NTS



NO TRESPASSING SIGN NOTES:
1. SIGNS SHALL BE CONSTRUCTED OF ALUMINUM 1/4\"/>

3 TYPICAL SIGN DETAIL
D-1 SCALE: NTS



QUESTIONS?



CITY OF REDMOND

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STAFF REPORT

DATE: June 27, 2023
TO: City Council
THROUGH: Jason Neff, Deputy City Manager
Jessica MacClanahan, City Engineer
FROM: Jon Skidmore, Interim Public Works Director
Ryan Kirchner, Wastewater Division Manager
Corissa Holmes, Wastewater Environmental Programs Supervisor
SUBJECT: Resolution #2023-12 - A resolution setting fees and charges imposed by the City of Redmond. **Public comment will be taken per ORS 294.160**

Report in Brief:

This item is a public hearing to request the City Council approve certain fees associated with the City's Industrial Pretreatment Program to become effective July 1, 2023.

Background:

The purpose of this action is to set the fees associated with the City's Industrial Pretreatment Program for the upcoming fiscal year (2023/24). These fee adjustments were included in staff's Fee Schedule proposal at the June 13, 2023, City Council Meeting. City Council requested additional information and discussion for these fees be brought to this meeting.

The City's Pre-treatment Program was implemented in 2018 to meet Oregon Department of Environmental Quality (DEQ) and by extension, United States Environmental Protection Agency requirements to meet the goals of the Clean Water Act of 1972. The National Pollutant Discharge Elimination System and Water Pollution Control Facility, permit programs are administered through the DEQ. The aim is to keep pollutants out of the City's sewage treatment facility and to keep such pollutants from contaminating groundwater or other sources.

The attached resolution updates the current City of Redmond Fee Schedule (Exhibit A). In the attached excerpt of Exhibit A, areas containing a change have been highlighted in yellow. The fees become effective July 1, 2023.

Discussion:

The Pretreatment Program's related fees and penalties, as found in the Fee Schedule were established during the approval of the City's Pretreatment Program in 2018 and have not been adjusted since that time. The goal of increasing the City's Pretreatment fees is to pass through and/or recoup a portion of these costs from the Specific Industrial User (SIU).

To provide more detail, annually, the City's Pretreatment Program receives an administrative fee of approximately \$1,800 for *each* SIU within its municipality, from DEQ. The City pays approximately \$10,000 annually to DEQ to administer the program. The goal of increasing the City's SIU Pretreatment fees is to recoup a portion of these costs from the specific SIUs. There are five SIUs in Redmond in the program.

Fees are collected per year in the following fashion (reflective of proposed fee change):

Year	SIU Permit	Annual Permit Fee
1	\$1,500	\$1,330
2		\$1,330
3		\$1,330
4		\$1,330
5		\$1,330
6	\$1,500	

In Year 6, the SIU is not charged the Annual Permit Fee. This fee schedule provides approximately \$40,000 in revenue for a program which DEQ charges the City \$50,000 over a five-year period. The difference is subsidized by other wastewater rate payers. The fees collected in this proposal do not attempt to cover the costs of staff to implement the program.

Fiscal Impact:

The proposed fees help to recoup a portion of the costs from the SIU in compliance with the City's Industrial Pretreatment Program.

Alternative Courses of Action:

1. Take public comment per ORS 294.160 and adopt Resolution #2023-12.
2. Take public comment per ORS 294.160 and do not adopt Resolution #2023-12.
3. Request more information.

Recommendation / Suggested Motion:

"I move to adopt Resolution #2023-12."

**CITY OF REDMOND
RESOLUTION NO. 2023-12**

A RESOLUTION SETTING FEES AND CHARGES IMPOSED BY THE CITY OF REDMOND.

WHEREAS, it is necessary to review fees and charges imposed the by City of Redmond to ensure that revenues are comparable with costs of services provided; and

WHEREAS, staff has identified the need to amend the City's fee schedule; and

WHEREAS, it should be understood that these charges are an important part of the resources for the operation of the City.

NOW, THEREFORE, THE REDMOND CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The fees and charges on the attached excerpt of Exhibit A are hereby established effective July 1, 2023.

Section 2. The fees are adopted until next review is presented to Council.

ADOPTED by the Redmond City Council and **SIGNED** by the Mayor this 27th day of June 2023.

Ed Fitch, Mayor

ATTEST:

Kayla Duddy, Deputy City Recorder

	CITY OF REDMOND			
	EXHIBIT A			
	FEE SCHEDULE			
	Effective July 1, 2022 2023			
		Effective May 1, 2023	Proposed Effective July 1, 2023 Fee	
Item #	Department / Item Description	Fee		Unit
8.03.18	Significant Industrial User			
8.03.18.1	Wastewater Permit - per issuance and upon permit renewal date	\$ 1,000.00	\$ 1,500.00	per year
8.03.18.2	Wastewater Permit Annual Fee	\$ 300.00	\$ 1,330.00	per year



REDMOND PRETREATMENT PROGRAM

SLIDE / 1



LAWS AND REGULATIONS
EPA
DEQ
CITY OF REDMOND



PROTECT
TREATMENT PLANT
STAFF
PUBLIC HEALTH
ENVIRONMENT



REDMOND EXTERNAL EXPENSES

5

SIGNIFICANT INDUSTRIAL USERS

Redmond has five (5)
permitted Significant
Industrial Users (SIU's)

~\$2,000

CHARGES PER SIU FROM DEQ

Department of Environmental Quality
(DEQ), charges approximately \$2,000
per SIU to administer the program>

~\$10K

CITY PAYS DEQ ANNUALLY

The City pays DEQ
approximately \$10,000
annually to administer their
program



FEES

FY22/23

CURRENT

YEAR	SIU PERMIT	ANNUAL PERMIT FEE
1	\$1,000	\$300
2		\$300
3		\$300
4		\$300
5		\$300
6	\$1,000	

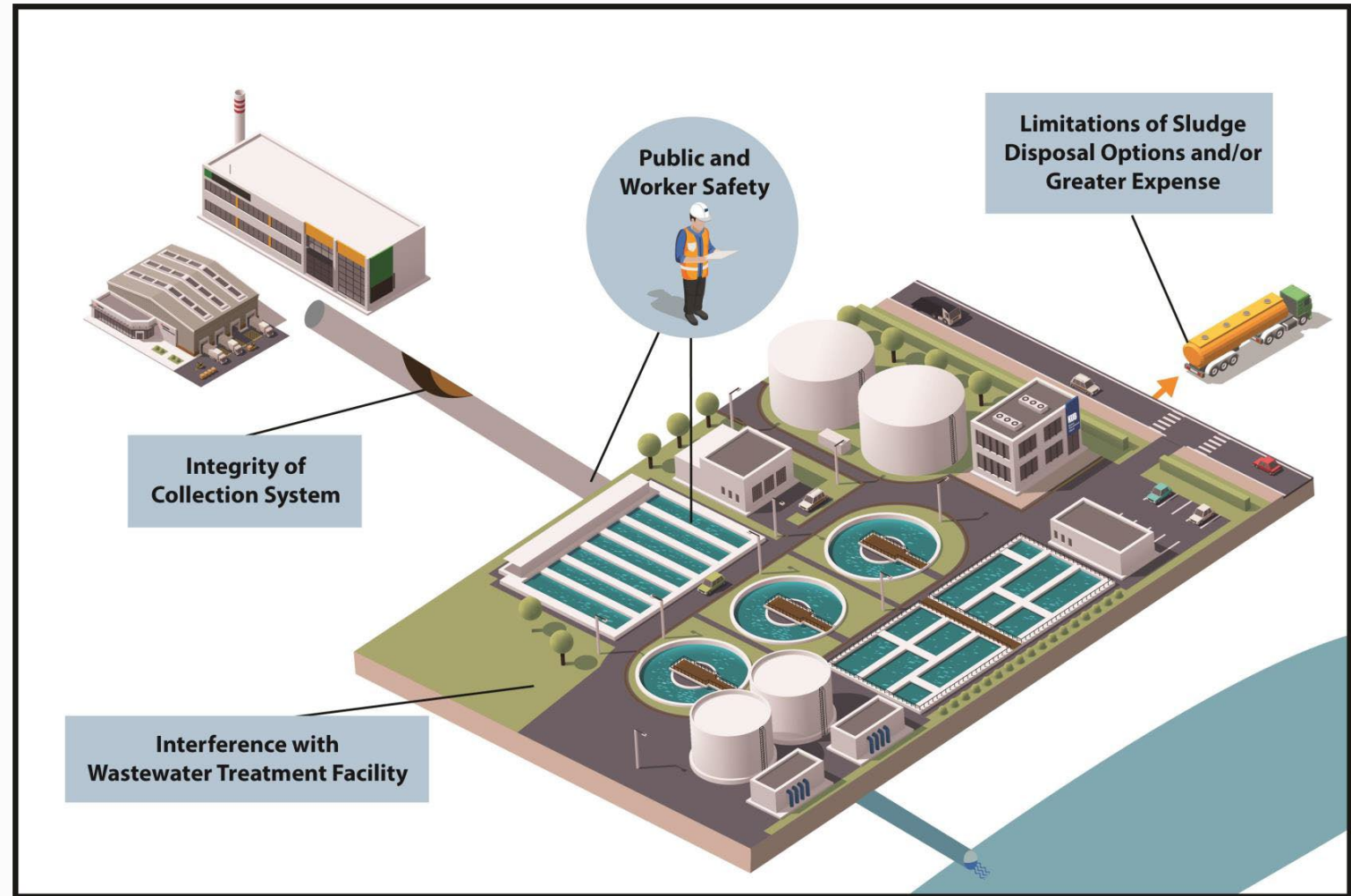
FY23/24

PROPOSED

YEAR	SIU PERMIT	ANNUAL PERMIT FEE
1	\$1,500	\$1,330
2		\$1,330
3		\$1,330
4		\$1,330
5		\$1,330
6	\$1,500	



Q & A





CITY OF REDMOND

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STAFF REPORT

DATE: June 27, 2023
TO: City Council
THROUGH: Jason Neff, Deputy City Manager
FROM: Valerie Taylor, Billing and Collections Manager
SUBJECT: Resolution #2023-14 - A resolution setting fees and charges imposed by Republic Services through the City of Redmond. **Public comment will be taken per ORS 294.160**

Report in Brief:

This item is a public hearing to request the City Council approve fees associated with Garbage Services (through Republic Services) to become effective July 1, 2023.

Background:

The purpose of this action is to set the fees associated with garbage services for the upcoming fiscal year (FY) (2023/24). These fee adjustments were included in staff's Fee Schedule proposal at the June 13, 2023, City Council Meeting. City Council requested additional information and discussion for these fees be brought to this meeting.

The attached resolution updates the current City of Redmond Fee Schedule (Exhibit A). In the attached excerpt of Exhibit A, areas containing a change have been **highlighted in yellow**. The fees become effective July 1, 2023.

City of Redmond / Republic Services Franchise Fee Agreement:

Key Elements of Agreement:

- Franchise Amendment adopted on December 13, 2022
- Term: Continuing, 7-year
- Franchise Fee:
 - * February 1, 2023 - June 30, 2023 = 5.5%
 - * July 1, 2023 = 7.0%
- Rate regulations (contained in the City's Fee Schedule)
- Added reporting requirements including monthly operating indicators
- Ability to audit financials and operating indicators

Discussion:

In May 2023, Republic Services requested City Council approve a 24% increase to garbage service rates. Council requested Republic Services negotiate a lower fee increase with City Staff and a member of the City Council. A 12.5% increase is included in the updated proposed fee schedule.

Staff's financial analysis associated with this negotiation is attached.

Fiscal Impact:

The proposed fee would increase the monthly cost for a single family residence by \$2.82 from \$22.55 to \$25.37 (assuming a 65 gallon cart).

The City collects a 7.0% franchise fee against Republic's gross revenue generated within city limits. The FY 2023/24 budget assumes \$473,838 for the franchise fee which did not factor in a majority of the proposed fee increase (assumed 2% increase versus 12.5%).

Alternative Courses of Action:

1. Take public comment per ORS 294.160 and adopt Resolution #2023-14.
2. Take public comment per ORS 294.160 and do not adopt Resolution #2023-14.

3. Request more information.

Recommendation / Suggested Motion:

"I move to adopt Resolution #2023-14."

**CITY OF REDMOND
RESOLUTION NO. 2023-14**

A RESOLUTION SETTING FEES AND CHARGES IMPOSED BY REPUBLIC SERVICES THROUGH THE CITY OF REDMOND.

WHEREAS, it is necessary to review fees and charges imposed the by Republic Services to ensure that revenues are comparable with costs of services provided; and

WHEREAS, Republic Services has identified the need to amend the City's fee schedule; and

WHEREAS, it should be understood that these charges are an important part of the resources for the operation of garbage services within the City of Redmond.

NOW, THEREFORE, THE REDMOND CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The fees and charges on the attached excerpt of Exhibit A are hereby established effective July 1, 2023.

Section 2. The fees are adopted until next review is presented to Council.

ADOPTED by the Redmond City Council and **SIGNED** by the Mayor this 27th day of June 2023.

Ed Fitch, Mayor

ATTEST:

Kayla Duddy, Deputy City Recorder

Republic Services (RS) Financials

Assumptions

Population Growth	4.0%
Rate Change	0.0%

4.0%
12.5%

	Actual	RS Projection	Variance vs. RS Projection)	(Actual %)	City Staff "What If"
	2022	2023	\$	%	2023
Revenue From Operations:					
Commercial	\$ 3,862,110	\$ 4,016,594	\$ 154,484	4.00%	\$ 4,518,669
Residential	\$ 3,158,660	\$ 3,285,006	\$ 126,346	4.00%	\$ 3,695,632
Recycling Material Sales	\$ 10,093	\$ 2,248	\$ (7,845)	-77.73%	\$ 11,809
Total Franchise Revenues	\$ 7,030,863	\$ 7,303,849	\$ 272,986	3.88%	\$ 8,226,110
Operating Expenses:					
Wages	\$ 1,492,629	\$ 1,650,382	\$ 157,753	10.57%	\$ 1,650,382
Payroll Taxes	\$ 147,675	\$ 173,672	\$ 25,997	17.60%	\$ 173,672
Employee Benefits	\$ 300,600	\$ 384,884	\$ 84,284	28.04%	\$ 384,884
Labor Costs	\$ 1,940,904	\$ 2,208,938	\$ 268,034	13.81%	\$ 2,208,938
Disposal Fees	\$ 1,756,439	\$ 2,435,791	\$ 679,352	38.68%	\$ 2,435,791
Office Expenditures	\$ 16,512	\$ 17,007	\$ 495	3.00%	\$ 17,007
Fuel & Oil	\$ 415,107	\$ 415,107	\$ -	0.00%	\$ 415,107
Insurance	\$ 239,096	\$ 246,268	\$ 7,172	3.00%	\$ 246,268
Franchise Fees	\$ 474,772	\$ 442,242	\$ (32,530)	-6.85%	\$ 575,828
Professional Fees (Legal and Others)	\$ 61	\$ 63	\$ 2	3.28%	\$ 63
Repairs and Maintenance	\$ 228,218	\$ 235,064	\$ 6,846	3.00%	\$ 235,064
Rent Expense	\$ 180,270	\$ 200,099	\$ 19,829	11.00%	\$ 200,099
Supplies	\$ 1,440	\$ 1,512	\$ 72	5.00%	\$ 1,512
Utilities and Telephone	\$ 26,538	\$ 28,241	\$ 1,703	6.42%	\$ 28,241
Depreciation	\$ 304,233	\$ 360,516	\$ 56,283	18.50%	\$ 360,516
Other					
Advertising	\$ 3,738	\$ 3,850	\$ 112	3.00%	\$ 3,850
Dues and Subscriptions	\$ 5,438	\$ 5,601	\$ 163	3.00%	\$ 5,601
Business Travel	\$ 7,752	\$ 7,984	\$ 232	2.99%	\$ 7,984
Bad Debts	\$ 2,733	\$ 2,815	\$ 82	3.00%	\$ 2,815
Management Fees	\$ 475,540	\$ 540,345	\$ 64,805	13.63%	\$ 523,094
Miscellaneous	\$ 224,774	\$ 527,818	\$ 303,044	134.82%	\$ 450,774
Total Operating Expenses	\$ 6,303,565	\$ 7,679,261	\$ 1,375,696	21.82%	\$ 7,718,552
Net Income	\$ 727,298	\$ (375,413)	\$ (1,102,711)	-151.62%	\$ 507,558
Profit Margin %	10.3%	-5.1%			6.2%

	CITY OF REDMOND			
	EXHIBIT A			
	FEE SCHEDULE			
	Effective July 1, 2022 2023			
		Effective May 1, 2023	Proposed Effective July 1, 2023	
Item #	Department / Item Description	Fee	Fee	Unit
6	GARBAGE RATES			
6.01	Residential Garbage Service			
6.01.1	35 Gallon Cart			
6.01.1.1	Curb	\$ 14.95	\$ 16.82	per month
6.01.1.2	Yard (Disabled)	\$ 16.36	\$ 18.41	per month
6.01.1.3	Curb (Low Income)	\$ 11.21	\$ 12.61	per month
6.01.1.4	Yard (Low Income / Disabled)	\$ 12.27	\$ 13.80	per month
6.01.1.5	Every Other Week	\$ 11.21	\$ 12.61	per month
6.01.1.6	Every Other Week (Disabled)	\$ 9.20	\$ 10.35	per month
6.01.1.7	Every Other Week (Low Income)	\$ 8.40	\$ 9.45	per month
6.01.2	65 Gallon Cart			
6.01.2.1	Curb	\$ 22.55	\$ 25.37	per month
6.01.2.2	Yard (Disabled)	\$ 23.99	\$ 26.99	per month
6.01.2.3	Curb (Low Income)	\$ 16.91	\$ 19.02	per month
6.01.2.4	Yard (Low Income / Disabled)	\$ 17.98	\$ 20.23	per month
6.01.2.5	Every Other Week	\$ 16.91	\$ 19.02	per month
6.01.2.6	Every Other Week (Disabled)	\$ 13.48	\$ 15.17	per month
6.01.2.7	Every Other Week (Low Income)	\$ 12.69	\$ 14.28	per month
6.01.3	95 Gallon Cart			
6.01.3.1	Curb	\$ 27.44	\$ 30.87	per month
6.01.3.2	Yard (Disabled)	\$ 28.90	\$ 32.51	per month
6.01.3.3	Curb (Low Income)	\$ 20.59	\$ 23.16	per month
6.01.3.4	Yard (Low Income / Disabled)	\$ 21.68	\$ 24.39	per month
6.01.3.5	Every Other Week	\$ 20.59	\$ 23.16	per month
6.01.3.6	Every Other Week (Disabled)	\$ 16.26	\$ 18.29	per month
6.01.3.7	Every Other Week (Low Income)	\$ 15.45	\$ 17.38	per month
6.01.4	Additional Weekly Garbage			
6.01.4.1	First Extra Can	\$ 5.03	\$ 5.66	each
6.01.4.2	Each Additional Can	\$ 3.30	\$ 3.71	each
6.01.4.3	Extra Large Bag	\$ 4.01	\$ 4.51	each
6.01.4.4	Extra Small Bag	\$ 3.14	\$ 3.53	each

	CITY OF REDMOND			
	EXHIBIT A			
	FEE SCHEDULE			
	Effective July 1, 2022 2023			
		Effective May 1, 2023	Proposed Effective July 1, 2023	
Item #	Department / Item Description	Fee	Fee	Unit
6.01.5	95 Gallon Cart Every Other Week (EOW) Yard Debris Collection			
6.01.5.1	Curbside EOW	\$ 5.51	\$ 6.20	per month
6.02	Commercial Garbage Service			
6.02.1	35 Gallon Cart – Curb	\$ 15.71	\$ 17.67	per month
6.02.2	65 Gallon Cart – Curb	\$ 27.00	\$ 30.38	per month
6.02.3	95 Gallon Cart – Curb	\$ 38.30	\$ 43.09	per month
6.02.4	Containers:			
6.02.4.1	1 yard/once per week	\$ 76.27	\$ 85.80	per month
6.02.4.1.1	Additional weekly dumps	\$ 67.31	\$ 75.72	per month
6.02.4.2	1-1/2 yard/once per week	\$ 101.97	\$ 114.72	per month
6.02.4.2.1	Additional weekly dumps	\$ 92.48	\$ 104.04	per month
6.02.4.3	2 yards/once per week	\$ 136.50	\$ 153.56	per month
6.02.4.3.1	Additional weekly dumps	\$ 123.53	\$ 138.97	per month
6.02.4.4	3 yards/once per week	\$ 188.45	\$ 212.01	per month
6.02.4.4.1	Additional weekly dumps	\$ 173.54	\$ 195.23	per month
6.02.4.5	4 yards/once per week	\$ 234.97	\$ 264.34	per month
6.02.4.5.1	Additional weekly dumps	\$ 217.02	\$ 244.15	per month
6.02.4.6	5 yards/once per week	\$ 277.62	\$ 312.32	per month
6.02.4.6.1	Additional weekly dumps	\$ 255.68	\$ 287.64	per month
6.02.4.7	6 yards/once per week	\$ 314.85	\$ 354.21	per month
6.02.4.7.1	Additional weekly dumps	\$ 287.26	\$ 323.17	per month
6.03	Other Garbage Service			
6.03.1	Bulk Rate for the Collection of Bulk Refuse	\$ 14.37	\$ 16.17	each
6.03.2	Not at Curb / Heavy Can Extra Charge	\$ 3.44	\$ 3.87	each
6.03.3	Late Out / Go Back Charge	\$ 6.15	\$ 6.92	each
6.03.4	Yard Debris Recycling	\$ 5.51	\$ 6.20	each
6.03.5	Service Interrupt	\$ 35.00	\$ 39.38	each
6.03.6	Service Reinstatement	\$ 27.00	\$ 30.38	each
6.03.7	Cart Re-Delivery	\$ 36.00	\$ 40.50	each
6.03.8	Advance Deposit			up to 3 months of service
6.03.9	Non-recovered Cart	\$ 65.00	\$ 73.13	per cart



Financial Review Rate Request

City of Redmond, Oregon
2023



Modified Rate Request

- 12.5-percent effective July 1, 2023
 - Disposal = 35-percent of the 12.5-percent rate increase
 - Recycling = 24-percent of the 12.5-percent rate increase
 - Franchise Fees = 32-percent of the 12.5-percent rate increase
 - Service = 9-percent of the 12.5-percent rate increase



Modified Rate Request

An 11.3-percent increase in rates will cover pass-through costs:

- disposal
- recycling
- franchise fees

A 1.2-percent increase in rates is being applied to service costs.

Comparing the Rates (Proposed/Effective July 1, 2023)

Cart Size	Redmond	Bend	Sisters
35 Gallon	16.82	19.58	20.07
65 Gallon	25.37	29.80	27.25
95 Gallon	30.87	36.78	37.33

2022 in Review

- Total Revenues: \$7,030,863
 - Driven by growth in Commercial and Residential accounts from 2021
 - Negatively impacted by recycling commodities sales
- Expenses 2021 to 2022:
 - Labor: increased \$164,791
 - Fuel: increased \$169,686
 - Disposal: increased \$207,411
 - Repairs and Maintenance: increased \$83,246



Drivers of Cost for 2023: Wages and Franchise Fees

- Wages and Benefits
 - Increased wages and benefits by 13.8-percent 2022 to 2023
 - Added 1 additional position
- Franchise fees are paid to City of Redmond
 - Increasing from 3.5-percent to 7-percent effective July 1, 2023
 - Projected total payment: \$469,882 in 2023

Drivers of Increased Cost for 2023: Disposal, Diversion and Commodities

Disposal Tip Fees (Trash)

2022	2023	Difference
\$55 per ton	\$70 per ton	\$15 per ton

Diversion Tip Fees (Recycling and Organics)

	2022	2023	Difference
Glass	\$55 per ton	\$85 per ton	\$30 per ton
Comingle	\$41.50 per ton	\$60 per ton	\$18.50 per ton
Organics	\$4 per cubic yard	\$6 per cubic yard	\$2 per cubic yard

Franchise Overview

- Franchise Agreement – 7-year rolling contract
 - Exclusive right to collect and haul residential and commercial:
 - Trash
 - Recycling
 - Yard Debris (subscription service)
 - Food Waste (commercial)
 - Annual report submitted March 31st
 - 7-percent franchise fee paid to City
 - Recent transition to Republic billing from City billing



Operations Highlights: Meet the Team

- Ron Shearer (Operations Manager): 22 Years of Service
 - Joe Garlitz (Maintenance Manager): 17 Years of Service
 - Albert Burkus (Operations Supervisor): 21.5 Years of Service
 - Luke Erickson (Maintenance Supervisor): 13 Years of Service
-
- 25 Drivers, 3 Mechanics, 1 Dispatcher Serving the City of Redmond 6 days per week
 - Number of Central Oregon Staff with Redmond Residency: 42

2022 Operational Highlights: Our Customers

Residential Customers: 11,793

Commercial Customers: 995

Industrial Customers: 91

	Total Service Stops	Misses	Pick Up Rate	Tonnage
Commercial Trash	261,807	326	99.9-percent	13,139.00
Commercial Recycle	195,776	503	99.7-percent	2,932.79
Residential Trash	1,038,224	2453	99.8-percent	16,347.28
Residential Recycling	747,476	1561	99.8-percent	6,586.96
Residential Yard Debris	174,211	602	99.7-percent	2491.00

Operational Highlights: Customer Service By the Numbers

- Call Center Representatives Assigned to the Oregon Pod: 31
 - Direct access to Central Oregon Operations Team
 - Regular training on local market needs and conditions
- Average of 10,000 calls per month from Central Oregon
 - Average of 3500 calls per month from Redmond
 - Higher than average in 2023 due to billing transition (average 4000)
 - Average speed of answer: 0:23 (2023)
 - Average call length: 05:03 (2023)

Volumes



Compost Facility at Knott Landfill
Operated by Republic Services
2491 Tons

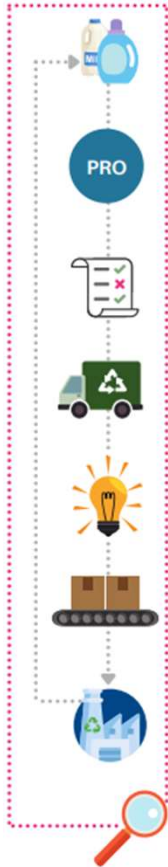


Negus Transfer Station
Owned by Deschutes County Solid Waste
29,487 Tons



Recycling Center (MOR)
Operated by Republic Services
9520 Tons

Recycling Modernization Act



Shares and scales responsibility across the recycling system. Producers will be brought into the recycling system to fund improvements and expand recycling services. Cost to producers will be based on what materials they use and how much they sell into Oregon.



Increases access to recycling. The new law will provide recycling services to people who didn't previously have it, such as those who live in apartments and rural areas.



Prevents plastic pollution. Ensures collected materials are recycled responsibly and keeps plastic and other trash out of our waterways and communities — both domestically and overseas.



Creates one statewide list of what can be recycled. The uniform collection list will provide clarity to households and businesses about what can be recycled, and create efficiencies in recycling operations across the state.



Incentivizes sustainable products. Producer fees will be higher for non-recyclable products and those creating more environmental pollution.



Creates accountability to outcomes. DEQ will permit and audit recycling processors, and a Governor-appointed advisory council will review producer program plans, the statewide collection list and educational resources.



CITY OF REDMOND

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STAFF REPORT

DATE: June 27, 2023
TO: City Council
THROUGH: Jason Neff, Deputy City Manager
John Roberts, Deputy City Manager
FROM: Michelle Hebert, CDD Programs Assistant
SUBJECT: Special Event Street Closure of SW 5th Street from Black Butte Boulevard to Evergreen Avenue for the Cascade Car Show on Saturday, August 19, 2023

Report in Brief:

This item requests City Council approve a Public Assembly Permit and street closure of SW 5th Street from Black Butte Boulevard to Evergreen Avenue for the Cascade Car Show, scheduled for Saturday, August 19, 2023.

Background:

This item was continued at the June 13th City Council meeting to enable more time for outreach to be conducted by the event organizer to businesses, primarily located on Evergreen Avenue. Local Paws business testified at the June 13th meeting requesting to be contacted by the event organizer to enable additional dialogue regarding the proposed traffic control plan.

Special event street closures mainly occur in Downtown Redmond. Broadly speaking, events are encouraged in downtown districts to raise awareness of new and existing businesses and attractions as well as a way to build a habit for the community to regularly visit an area they may not frequent. Specific special events that apply to the City for permits, which involve closure of any portion of 5th and 6th Streets, require approval from the Council. These streets serve as the spine of Redmond's primary commercial and downtown corridor and closure could have unanticipated impacts. Therefore, any request for closure is viewed as meriting a public presentation as it provides an opportunity for greater public awareness and for the general public and stakeholders to provide input.

Policy Discussion 2021

In September 2021, the Council held a policy work session on special events specifically to help inform them regarding the Special Event Policy governing street closures in downtown and facilitate a discussion to determine if updates were needed. Staff had heard feedback from downtown businesses and believed it was time to reassess the policy. The discussions explored policy history, lessons learned, emerging issues, alternatives to 5th and 6th streets, and proposed policy modifications. It was stressed that areas of improvement included the need for more event notification, business involvement, retaining access to businesses when appropriate, and consideration of costs to Public Works.

As part of those discussions, the Council stressed events should be encouraged to use alternative venues such as Centennial Park and de-emphasizing the use of 5th and 6th streets. However, if a street closure was preferred, it would be incumbent for the event organizer to conduct thorough outreach with affected downtown businesses and that businesses would be made aware of the opportunity to provide comment to Council at a public hearing.

Discussion:

Public assembly permit applications are reviewed for compliance with City Code to ensure public safety, transportation, parking, sanitation, trash removal, marketing, safety, fire protection, medical services and public notice concerns are addressed. Each application is routed to impacted City departments and partner agencies for comments. Fees are established per the City's Fee Schedule to recover City costs for supporting the event.

This will be the third year of the Cascade Car Show (the last one was successfully held in April 2023). The street closures, parking plan, and detour routes were vetted by the City's Public Works, Transportation, Police Department, and Redmond Fire and Rescue. The permit requests closure of SW 5th Street from Black Butte Avenue to Evergreen Avenue. The duration of the closure will be from 5:00 a.m. through 5:00 p.m. on Saturday, August 19, 2023.

There will be the following detour options around the street closure:

- 1) 4th Street will remain open for fire/medical emergency response and allow through traffic from Evergreen Avenue to Black Butte Avenue.
- 2) 7th Street will remain open for both north and southbound traffic.
- 3) 6th Street will remain open for southbound traffic.

A map is attached that conveys the general site plan.

Below is a matrix of items evaluated per City Policy CM 101 (which governs Special Events):

Review Item from Policy	Staff Assessment
Who benefits or is adversely impacted from the event – business frontage, general community, special event organizer.	<i>Benefits: Business frontage and general community.</i>
The opportunities/benefits (increased pedestrian traffic; increased exposure, etc.) and impacts (restricted or reduced access, etc.) to the general area where the event is being held.	<i>Opportunities: Increased pedestrian traffic, increased exposure for businesses on frontage, community gathering.</i> <i>Impacts: Restricted access to four primary blocks in downtown Redmond on SW 5th for one Saturday.</i>
Whether or not there is another event with a scheduled street closure on the same street or in the same general area during the same month.	<i>No other event is currently scheduled in the same general area or street during the month of August.</i>
If at all possible, avoid closing 5 th or 6 th streets more than twice a month; avoid closures on consecutive weekends; and aside from use of designated Festival Streets, avoid street closures which affect the same general area.	<i>No other event is permitted for 5th or 6th streets during August 2023.</i>
Suggested minimum attendance for street closure durations are recommended per the following: If the event is between 4 – 12 hours, then at least 500 people should be expected. If the event is between 12 – 24 hours, then at least 1000 people should be expected. If the event is greater than 24 hours, then at least 2500 people should be expected.	<i>The request is for ~12 hours and at least 1,000 people are anticipated to attend.</i>
Whether or not the event is for a non-profit organization or for a private commercial organization and the overall community benefit of the event.	<i>Event is sponsored by a private commercial business. A portion of the profits will be donated to the Redmond Senior Center or other non-profits.</i>
All permit requirements, in accordance with the City Manager's discretion, by the Redmond City Code have been met.	<i>All requirements have been met.</i>

Public Outreach

Business owners that could be impacted by the closure were contacted regarding this meeting and encouraged to attend. The event organizer will be available at the meeting to provide details on their outreach to affected downtown businesses..

Since June 6th, staff have worked to facilitate conversations between the event organizer and the Local Paws business. Moreover, staff organized and convened a meeting between the event organizers, some local businesses on Evergreen Avenue, and Transportation Division staff to flesh out proposed modifications to the Traffic Control Plan. These modifications centered on providing dedicated parking for Local Paws, opening Evergreen to through traffic, and creating a one-lane road between Forest Avenue and Evergreen Avenue. City staff will be available at the meeting to articulate any concerns with the proposed modifications.

Fiscal Impact:

Fees per the City of Redmond Fee Schedule are established to help recover a portion of City costs for supporting events and are as follows:

Permit Fee: Street Closure	\$200.00
Public Works Fee – Traffic Control	\$0.00
Deposit (Deposit is refundable after the event)	\$250.00
TOTAL:	\$450.00

Alternative Courses of Action:

1. Approve the Public Assembly Permit and 5th Street closure for the Cascade Car Show.
2. Request more information.
3. Deny the Public Assembly Permit.

Recommendation / Suggested Motion:

"I move to approve the Public Assembly Permit and associated street closure for the Saturday, August 19, 2023, Cascade Car Show and maintaining the fee schedule as presented."



Full Day Kindergarten
- Redmond Oregon

Proust Coffee

Grace and Hammer
Pizza • \$\$

Every Bloom'n Thing
Flower Shop Gift Shop...
Florist

Lunavista Barbershop

Parole & Probation

SW Cascade Ave

SW Cascade Ave

SW Cascade Ave

SW Cascade Ave

SW Cascade Ave

SW Cascade Ave

SW Cascade Ave

Mirror Priorities

Nails By Tina

U.S. Bank Branch

E BarGrill
New American • \$\$

Brent Woodward, Inc

Redmond Library

Checkers Pub

Devine Salon

Wild Ride Brewing

Redmond Police
Department

Trendy Tots
Clothing store

CARNAVAL
MEXICAN GRILL
Mexican • \$\$

Red Road Pizza Cart
Pizza
CHECK-IN

PUBLIC
PARKING

W Deschutes Ave

W Deschutes Ave

W Deschutes Ave

W Deschutes Ave

W Deschutes Ave

W Deschutes Ave

W Deschutes Ave

Deschutes County
Health Department

Junction Coffee
Deschutes Children's
Foundation - Becky...

PUBLIC
PARKING

Vision's Smoke Shop
Vaporizer store

Brickhouse
Steak • \$\$\$

EleMar Oregon -
Central Oregon
Countertop store

PUBLIC
PARKING

Centennial
Park & 7th
Street Plaza

Redmond Chamber
of Commerce & CVB

Diego's Spirited Kitchen
Mexican • \$\$

Gas Stations

SW Evergreen Ave

SW Evergreen Ave

SW Evergreen Ave

SW Evergreen Ave

The Hideaway Redmond

Feast Food Company

SCP Redmond

Terra Kitchen

La Fondita Mexican Grill
Mexican • \$

Shell

Just Cut Organic
Juice Bar and Fitness
Health Food • \$\$

Kelley Connect

SW Forest Ave

SW Forest Ave

SW Forest Ave

SW Forest Ave

SW Forest Ave

SW Forest Ave

Loan Fox Inc

Wells Fargo Bank

Bank of America (with
Drive-thru services)

Honey and Pine
Coffee Company

Chase Bank

General Duffy's
Waterhole



SPECIAL EVENT STREET CLOSURE

CASCADE CAR SHOW – AUGUST 19, 2023

CITY COUNCIL - JUNE 27, 2023

SLIDE / 1



LAY OUT OF EVENT

5TH STREET CLOSURE

SLIDE / 3





PREVIOUS EVENTS 2021/2022

SLIDE / 4





QUESTIONS

To: Redmond City Council

From: Ed Fitch

Regarding: Oregon legislature

We recently received an email from Doug Riggs outlining a number of legislative victories for Central Oregon. These victories include three monetary allocations for projects in Redmond. They are:

1. \$3 million in bond proceeds for the public safety building and development
2. \$5 million for the Northpoint affordable housing project.
3. \$4 million and 50,000 for the renovation and expansion of the CTE facilities at COCC in Redmond

As you know there is an avalanche of activity in Salem so it may take a couple of weeks to assess these and potentially other bills that will affect Redmond. In the meantime thanks to Senator Tim Knopp, and representatives Vickie Breeze Iverson and Emerson Levy for their support as well as the hard work put in by Doug Riggs and staff.