



CITY OF REDMOND

CITY HALL
411 SW 9th STREET
REDMOND, OR 97756

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CITY COUNCIL

May 12, 2020
Council Chambers • 411 SW 9th Street

COUNCIL MEMBERS

George Endicott
Mayor

Jay Patrick
Council President

Jon Bullock
Councilor

Joe Centanni
Councilor

Krisanna
Clark-Endicott
Councilor

Camden King
Councilor

Ginny McPherson
Councilor

MAY 12, 2020

REGULAR MEETING AGENDA

6:00 PM

I. CALL TO ORDER / ESTABLISH A QUORUM

II. COMMENTS FROM CITIZENS AT THE MEETING - Anyone wishing to address the Council regarding items not on the agenda should email their comments to publictestimony@ci.redmond.or.us by 4:00 p.m. on May 12, 2020.

III. PRESENTATIONS

A. COVID-19 Update

IV. BID AWARDS / BID REJECTIONS

- A. Res. #2020-05 - Revising the Transportation System Capital Improvements Project List and award of the SW Canal Blvd & SW Pumice Ave Intersection Improvement Project to Knife River: \$787,975 (TR2001)**
- B. Award of the NW Hemlock Avenue Improvements Project to McKernan Enterprises: \$781,676 (WA1901)**
- C. Award of the Construction Manager/General Contractor Contract to Emery & Sons for the South Redmond Water Facility Construction: \$38,500 (WA1902)**
- D. Award of the SW Kalama Avenue Waterline Extension to McKernan Enterprises: \$182,950 (WA1903)**
- E. Award of the SW Canal Boulevard Waterline Extension Project to McKernan Enterprises: \$849,219.55 (WA1904)**

V. ORDINANCES

In accordance with the City of Redmond Charter, an ordinance takes effect 30 days after its enactment except when a later effective date is specified in the ordinance; when the ordinance contains an emergency clause, it takes effective immediately.

- A. Continued - Ord. #2020-09 - An Ordinance amending Ordinance Number 2020-08 declaring a State of Emergency due to the Coronavirus (COVID-19), to extend the declared emergency through the 16th day of June 2020.**

VI. ACTION ITEMS

- A. Amendment increasing the ODOT Intergovernmental Flexible Service Maintenance Agreement from \$150,000 to \$250,000 (#32425)
- B. Res. #2020-04 - A resolution of the City of Redmond, Oregon, to sponsor the re-designation of the Greater Redmond Enterprise Zone.

VII. MAYOR'S COMMENTS

VIII. COUNCIL COMMENTS

IX. CITY MANAGER COMMENTS

- X. ADDITIONAL COMMENTS FROM CITIZENS AT THE MEETING - Anyone wishing to address the Council regarding items not on the agenda should email their comments to publictestimony@ci.redmond.or.us by 4:00 p.m. on May 12, 2020.**

XI. 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@ci.redmond.or.us. 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: May 12, 2020
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
John Roberts, Deputy City Manager
FROM: Mike Caccavano, City Engineer
SUBJECT: Res. #2020-05 - Revising the Transportation System Capital Improvements Project List and award of the SW Canal Blvd & SW Pumice Ave Intersection Improvement Project to Knife River: \$787,975 (TR2001)

Addresses Council Goal:

3.City Infrastructure: Preserve and enhance the City's infrastructure to position the City to accommodate growth.

Report in Brief:

This action requests City Council approve a resolution to modify the transportation capital improvement projects list and a contract with Knife River to construct a roundabout at SW Canal Blvd. and SW Pumice Ave. at a cost of \$787,975.

Background:

In 2019, a traffic study was conducted for the proposed 192-unit Obsidian Heights apartments. The study determined the intersection of Canal Boulevard and Pumice Avenue does not meet performance standards and is in need of an upgrade from the current single stop sign on Pumice Ave.

The lack of opportunities for left turns from Pumice Avenue onto Canal Boulevard creates significant congestion, delays and safety concerns. These will worsen with the construction of a 4th lane/leg on the west side of Canal Blvd. with additional trips generated from the apartment project. The proposed roundabout will alleviate congestion and improve safety.

On December 17, 2019, the Council approved an exemption to the standard low bid process. This exemption allows the City to consider the complexity, and other variables, associated with constructing a roundabout on SW Canal Blvd., which is one of the City's most heavily traveled arterial streets.

The competitive proposal process allows the City to select a contractor using criteria that take into consideration construction plan, contractor experience, and costs and measures to mitigate traffic impacts of construction (such as communication strategies, detour routes, best management practices, etc.).

Discussion:

On April 8, 2020, the City received two competitive proposals.

Proposers were required to demonstrate:

- A work management plan and schedule to address the site conditions.
- Record of successfully constructing roundabouts in an urban environment.
- Ability to cultivate and maintain good relationships with the city, public and business owners.
- Qualifications, experience, and time commitments of project manager and key personnel.
- Total proposed construction price and reasonableness of unit prices.
- Innovative construction and/or management methods.

Proposals were reviewed and scored by Engineering and Public Works staff. Knife River's proposal was unanimously ranked the highest.

Roundabouts are complicated projects and experience is important. Knife River has substantial roundabout experience including projects on Reed Market/15th in Bend, Empire Avenue in Bend and Highway 20/Barclay Avenue in Sisters. They also have experience working on Canal Blvd., having completed the recent reconstruction project.

Both proposers provided an option to detour traffic to the canal side (east) of the roundabout to allow most of the roundabout work to occur while maintaining two-way traffic on SW Canal Blvd. Knife River had to withdraw that option when an agreement with the property owner fell through. However, they had also provided an option for a temporary traffic signal. The traffic signal will allow only one-way traffic, but will provide better access for Pumice Avenue traffic.

Review score totals and price proposal are summarized below.

Contractor	Score	Price
Knife River	89.25	\$787,975
McKernan Enterprises	82.75	\$610,000

There is a significant difference in cost. This was closely examined by the review team as a means of determining overall value. Other criteria that contributed to the review team's recommendation of Knife River included:

- Record of cost control/lack of change orders on previous City projects. The SW Canal Blvd. project that they completed last year actually cost the City less than the original bid amount.
- Plan to complete all of the utility work before closing the Blvd. Based on their experience on the Canal Blvd. project, they want to minimize closures while waiting for resolution of factors outside of their control such as weather and utilities.

Knife River's price to construct the roundabout is significantly higher than the \$660,000 engineer's estimate. Analysis of the detailed bid sheet shows that this difference is accounted for in the mobilization and traffic control items.

The engineer's estimate for those two items is \$156,000 lower than the bid amount, primarily because it lacked traffic signals or construction of a bypass road.

The Engineering staff recognize the significant cost differential, but believe it will lead to quality project with reduced traffic impact on the community.

Fiscal Impact:

Funding for this project will come from the Transportation System Development Charge (SDC) Improvement Sub Fund 22179-01-000-07-01-02.

Funds are available in the FY 2019-20 budget and proposed in the FY 2020-21 budget. Most of the project will be constructed in FY 2020-21.

The project was not anticipated when the Transportation System Plan (TSP) was developed in 2007. Since it is not in the TSP's capital improvement project list, SDC funds cannot be spent on the project unless the list is modified.

Modifications to the capital improvement plan are shown below:

Project	Cost Allocation		Total Cost
	Existing	Growth	
SW Canal/SW Pumice Ave. Roundabout	\$0	\$800,000	\$800,000

No changes to SDC rates are proposed at this time. This project will be shown in the TSP update currently underway and accounted for in the upcoming SDC update. The first motion below modifies the capital improvement plan since this is clearly a growth related need.

Alternative Courses of Action:

1. Approve Resolution 2020-05 to modify the Transportation System Capital Improvement Plan and authorize the City Manager to sign the contract with Knife River for construction of the SW Canal Blvd. & SW Pumice Ave. Intersection Improvement Project in the amount of \$787,975.

2. Do not approve.
3. Take no action and request more information

Recommendation / Suggested Motion:

Motion 1: " I move to approve Resolution 2020-05 adopting changes to the Transportation System Capital Improvement Plan."

Motion 2: "I move to authorize the City Manager to sign the contract with Knife River for construction of the SW Canal Blvd. & SW Pumice Ave. Intersection Improvement Project in the amount of \$787,975."

**REDMOND RESOLUTION
RESOLUTION NO. 2020-05**

**A RESOLUTION OF THE CITY OF REDMOND, OREGON, REVISING THE
TRANSPORTATION SYSTEM CAPITAL IMPROVEMENTS PROJECT LIST.**

WHEREAS, the City Council has previously adopted the City of Redmond Public Facilities Plan (2030 Build-out) through the adoption of Ordinance No. 2008-07; and

WHEREAS, the Public Facilities Plan includes a capital improvements plan of transportation infrastructure projects needed to serve the Urban Growth Boundary area; and

WHEREAS, the intersection of SW Canal Boulevard and SW Pumice Avenue has experienced significant traffic growth that exceeds operational standards; and

WHEREAS, the City has identified construction of a roundabout to provide needed traffic capacity and improve safety for users of the intersection; and,

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

Section 1. Transportation System Capital Improvements Plan. The Transportation System Capital Improvements Plan will be revised by adding the projects shown in the table below:

Description	Cost Allocation		Total Cost
	Existing	Growth	
SW Canal Blvd. and SW Pumice Ave. Roundabout	\$0	\$800,000	\$800,000

Section 2. The City Council finds that it is in the best interest of the City to enact this resolution immediately upon passage of this resolution; and therefore, this resolution shall be effective upon the date of passage.

PASSED by the Redmond City Council and **APPROVED** by the Mayor this 12th day of May 2020.

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder

State of Oregon

County of Deschutes

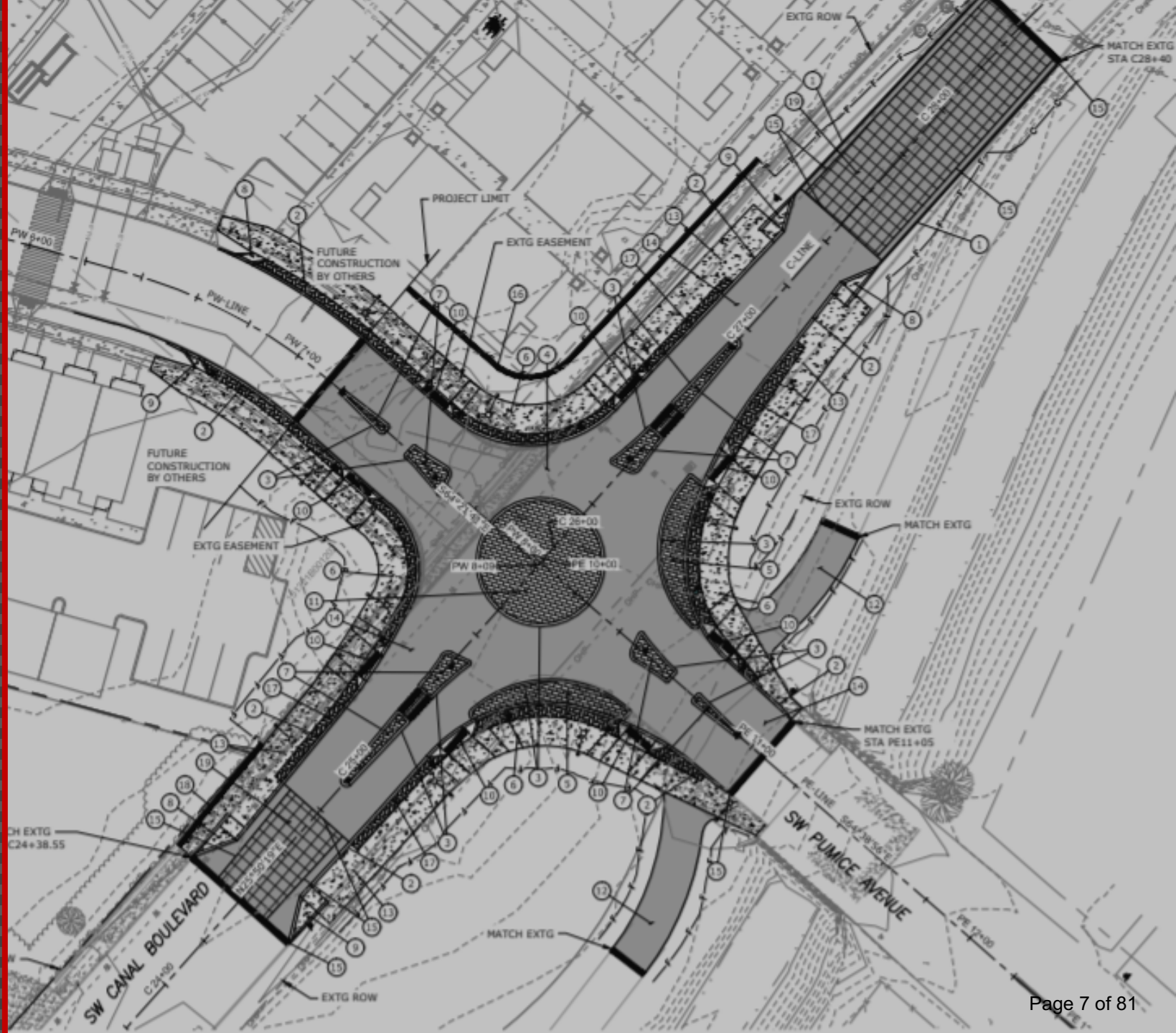
This instrument was acknowledged before me this 12th day of May 2020, by George Endicott, Mayor.

Kelly Morse, City Recorder

My commission expires _____

Construction Contract Award for SW Canal Blvd./SW Pumice Ave. Roundabout

Redmond City Council
May 12, 2020



Competitive Proposal Process

allows City to consider criteria in

- A work management plan and schedule to address the site conditions.
- Record of successfully constructing roundabouts in an urban environment.
- Ability to cultivate and maintain good relationships with the city, public and business owners.
- Qualifications, experience, and time commitments of project manager and key personnel.
- Total proposed construction price and reasonableness of unit prices.
- Innovative construction and/or management methods.

Two Prop

Contractor	Score	Price
Knife River	89.25	\$787,975
McKernan Enterprises	82.75	\$610,000

Cost Evaluation

- Difference between engineer's estimate and Knife River bid = Traffic Control Cost
- Minimal change orders expected from Knife River based on past project experience

Construction

traffic signal proposed to allow traffic to use SW Canal and SW Pumice during construction

- 1-Way Traffic
- Construct west 70% of roundabout







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STAFF REPORT

DATE: May 12, 2020
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
John Roberts, Deputy City Manager
FROM: Mike Caccavano, City Engineer
SUBJECT: Award of the NW Hemlock Avenue Improvements Project to McKernan Enterprises: \$781,676 (WA1901)

Addresses Council Goal:

3.D. Develop the City's infrastructure pursuant to the priorities identified in the City's infrastructure systems plans.

Report in Brief:

This item requests City Council authorize the award of the NW Hemlock Avenue Improvements (Project WA1901) to McKenzie Cascade Heavy Excavation in the amount of \$781,676.

Background:

NW Hemlock Avenue in Redmond has been improved to collector standards with adjoining development between NW 23rd and NW 27th St. However, portions of Hemlock Ave to both the east of NW 23rd St and west of NW 27th St need to be developed to higher standards.

The section from NW 19th St to NW 23rd St is an old two-lane roadway with no curbs, sidewalks or storm drainage facilities. It lies between a newer section west of NW 23rd St improved to collector standards and NW 19th St, a major north-south collector. This section of NW Hemlock Ave receives significant traffic from homes to the west. The section of road is not adequate for the level of service needed for motor vehicles, bicycle and pedestrian traffic.

Additionally, improvements are needed to NW Hemlock Ave between NW 27th St and NW 35th St to accommodate future development (i.e., pavement overlay, curbs, sidewalks and 12-inch waterline).

Discussion:

The project is divided into two construction sections (map attached):

1. NW 19th St to NW 23rd St: Will be improved with curbs, sidewalk on the south side, storm drainage and complete replacement of base rock and pavement. An 8-foot multi-use path will be constructed on the north side to connect the multi-use path recently constructed with the Maple Meadows subdivision to NW 19th St. Nearly 1,100 feet of 12-inch diameter waterline will fill a gap in the water distribution system.
2. Most of the property adjoining NW Hemlock Ave between NW 27th St and NW 35th St has not been developed with the exception of two parcels on the south side. Curbs and sidewalks will be added along the frontage of one previous development and a 12-inch waterline will be constructed between NW 27th St and NW 28th St to fill a gap in the infrastructure. Pavement is in need of maintenance between NW 27th St and NW 35th St and will receive an overlay. Otherwise, full improvements will not occur until adjacent property is developed.

Fiscal Impact:

The City formally procured construction services per ORS Section 279C for bids over \$100,000. The bid package was first advertised on March 4, 2020. The following bids were received on April 16, 2020:

Rank Bidder	Amount
1. McKenzie Cascade Heavy Excavation	\$781,676.00
2. Jaron McKernan Enterprises, Inc.	\$829,422.67

3.	Knife River Corporation	\$914,736.00
4.	Robinson and Owen Heavy Construction, Inc.	\$923,117.33
5.	K & E Excavation, Inc.	\$950,673.00
6.	Bar Seven A Companies	\$950,962.00
7.	York Brothers Excavation LLC	\$956,443.02
8.	Collins and Sons Excavating	\$1,043,234.10
9.	JAL Construction, Inc.	\$1,079,059.65
10.	KSH Construction Company	\$1,089,089.00

Costs for improvements are included in the FY 2019 - 20 budget with funding from the following accounts:

Fund Name	Fund Number	Amount
Transportation SDC Reimbursement Sub-Fund	22180-01-000-07-01-02	\$452,762.28
Transportation SDC Improvement Sub-Fund	22179-01-000-07-01-02	\$113,190.57
Water Infrastructure Maintenance	53161-01-000-07-01-02	\$215,723.15
	TOTAL	\$781,676.00

Alternative Courses of Action:

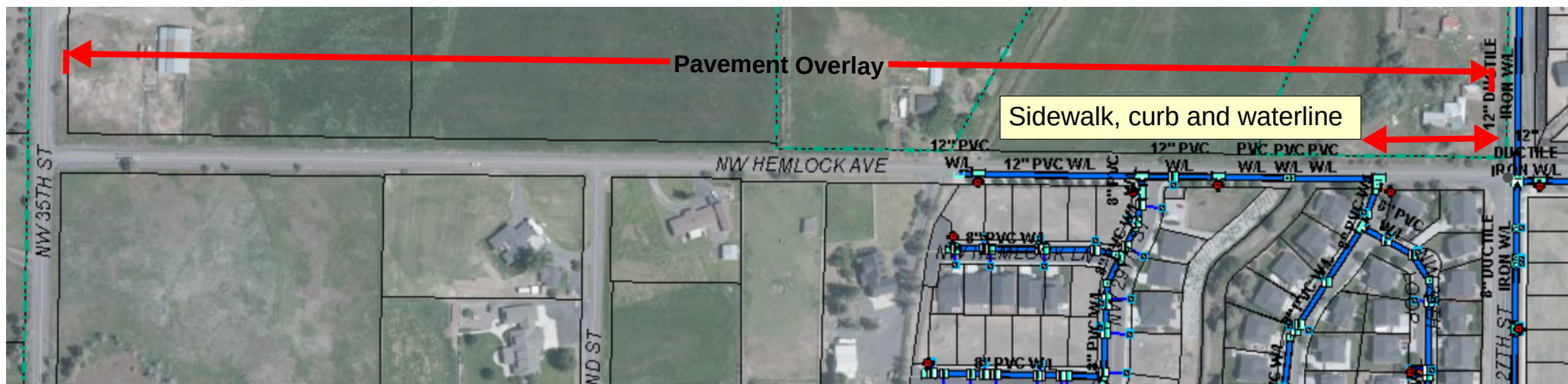
1. Enter into contract with McKenzie Cascade Heavy Excavation in the amount of \$781,676.
2. Request additional information.
3. Reject all bids.

Recommendation / Suggested Motion:

"I move to authorize the City Manager to award the contract to McKenzie Cascade Heavy Excavation in the amount of \$781,676 for the NW Hemlock Avenue Improvements Project."



NW Hemlock Ave. from NW 19th to NW 23rd: Complete reconstruction with new curbs, 5' concrete sidewalk on south side, 8' multi-use path on north side, storm drainage, 12" waterline, storm drainage and new pavement and base rock.



NW Hemlock Ave. from NW 27th to NW 35th: Curb, sidewalk and 12" waterline from NW 27th to NW 28th, pavement overlay from NW 27th to NW 35th.



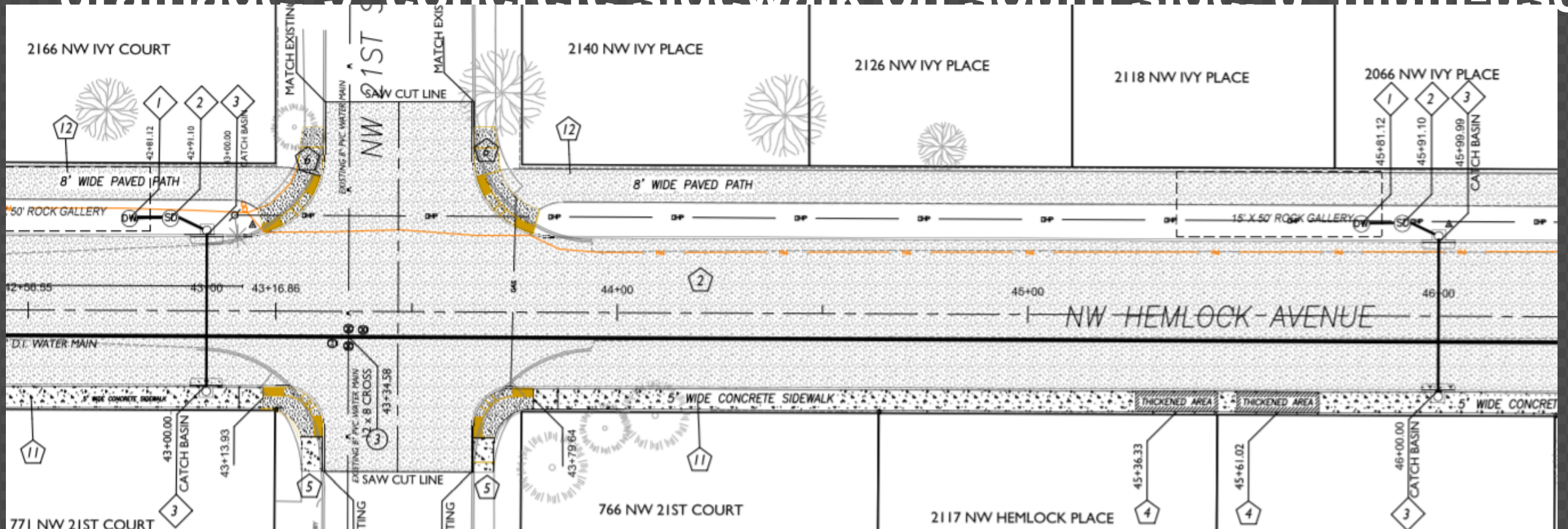
NW Hemlock Ave. Roadway Improvements

Redmond City Council
May 12, 2020



Between NW 19th and NW 23rd

- Reconstruct old 2-lane county road to collector standards
- New pavement and aggregate base, curbs, storm drainage, 5' concrete sidewalk on south side, 8' multi-use





At NW 23rd:
Multi-use path which connects to recently constructed Maple Meadows path to provide continuous route from NW 27th to NW 19th

Between NW 23rd and NW 27th

- Street has been improved with adjacent development except for a short section of sidewalk on the south side west of 23rd

Between NW 27th and NW 35th

- Street to be improved with future development
- 12" Waterline will eliminate a gap between 27th and 28th
- Sidewalk to be added along developed property between



10 Bids Received

- Significant range: \$781,676 to \$1,089,089
- Engineer's Estimate: \$1,060,000
- Funds budgeted in Transportation SDC Improvement and Reimbursement Sub-Funds and Water Infrastructure Maintenance

Recommend Award to McKenzie Cascade Heavy Construction

- Contractor has experience and ability to complete the project
- Ready to start work as soon as awarded





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STAFF REPORT

DATE: May 12, 2020
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
John Roberts, Deputy City Manager
FROM: Mike Caccavano, City Engineer
SUBJECT: Award of the Construction Manager/General Contractor Contract to Emery & Sons for the South Redmond Water Facility Construction: \$38,500 (WA1902)

Addresses Council Goal:

3.D. Develop the City's infrastructure pursuant to the priorities identified in the City's infrastructure systems plans.
4.D.i. Take necessary steps required to increase water and sewer service to strategic lands that are currently unserved or underserved.

Report in Brief:

This item requests City Council approve a Construction Manager/General Contractor (CM/GC) contract with Emery & Sons Construction Group, LLC for pre-construction services for the South Redmond Water Facility (SRWF) in the amount of \$38,500.

Background:

The proposed South Redmond Water Facility (SRWF) includes a well, a four-million-gallon reservoir, and a booster pump station. The SRWF will supply drinking water and fire flows to southern Redmond including the recently annexed large lot industrial area east of Highway 97. The facility will be located at the intersection of SW Reservoir Drive, SW Volcano Avenue and SW 43rd Street.

On October 29, 2020, City Council approved the use of the CM/GC selection process instead of the low bid process. Although the low bid process is the standard method outlined in ORS 279, it does not always provide the best value, particularly on complex projects. Therefore, the statute allows for the consideration of other procurement options.

The SRWF lends itself well to the (CM/GC) method. This method brings the contractor in during the design process, creating a partnership between the City, the design engineer and the construction contractor. The contractor brings expertise on construct-ability, subcontracting and pricing to complement the design engineer's technical expertise and provide the best value for the City. CM/GC results in a Guaranteed Maximum Price (GMP), which reduces the risk of change orders to provide more project cost security.

Discussion:

Three firms responded to the City's request for proposals (RFP). The first of two steps in the RFP process involved submission of a proposal.

Contractors were required to describe:

- Ability to meet time and budget requirements projects similar to the SRWF.
- Experience with CM/GC or other alternative contracting methods.
- Specialized experience/expertise in well drilling, pre-stressed concrete reservoirs, booster pump station and rock excavation.
- History of performance claims and disputes.
- Accident prevention program.
- Experience and qualifications of key management and field personnel.
- Understanding and approach to constructing the project.

- Cost management, quality control and value engineering programs.
- References.
- Response to financial questionnaire.

Three qualified construction companies submitted proposals. The proposals were reviewed by a team that included the Public Works Director, City Engineer, Water Division Manager and Supervisor, and Murraysmith Project Engineer.

Based on the review, two firms were shortlisted. These firms were selected to advance primarily because of the site and project specific details included in their proposals. Details such as site logistics and impact on stockpiling excavated materials, interacting with neighbors, sequencing the components of the project and lead times for obtaining pumps.

The second step included an interview and price proposal. The interviews were attended by the same proposal review team. Price proposals included the cost for pre-construction services and the CM/GC fee, bond and insurance cost as a percentage of the total construction cost. Pre-construction services include involvement in the final design, value engineering and development of the guaranteed maximum price (GMP)

The review team was unanimous in their recommendation of Emery & Sons Construction Group. The primary reasons for recommending Emery's were their work on similar projects including Redmond's Reservoir 6 and Well 7 Booster Pump Station as well as other Central Oregon experience.

Scoring results are as follows:

Contractor	Proposal	Interview and Price	Total
Emery & Sons	2927	1903	4830
Ward-Henshaw	2789	1884	4673
Mortensen	2676	---	---

Note that Mortensen was not shortlisted for the price proposal and interview step and therefore did not receive a score.

If Council agrees with the recommendation, a contract for pre-construction services will be signed. The first task after signing the contract will be CM/GC review of the 30 percent designs and input on construct-ability and cost. As the pre-construction process evolves, cost estimates will become increasingly refined eventually resulting in high confidence GMP. Once the GMP is agreed upon, the project moves to the construction phase. If agreement on the GMP does not occur, there is an opt out clause. If the City selects to opt out the project would then be bid using the standard low bid process.

Fiscal Impact:

The City is agreeing to a \$38,500 pre-construction services CM/GC contract with Emery & Sons Construction Group. Once the City and contractor have agreed on the GMP, a contract amendment will be brought to the Council for approval. The amendment will include costs for construction and contingencies, construction management services, 6.6 percent CM/GC fee and 2.25 percent for bonds and insurance and is estimated to be \$12 to \$14 million range. This Council action is tentatively scheduled for August 2020.

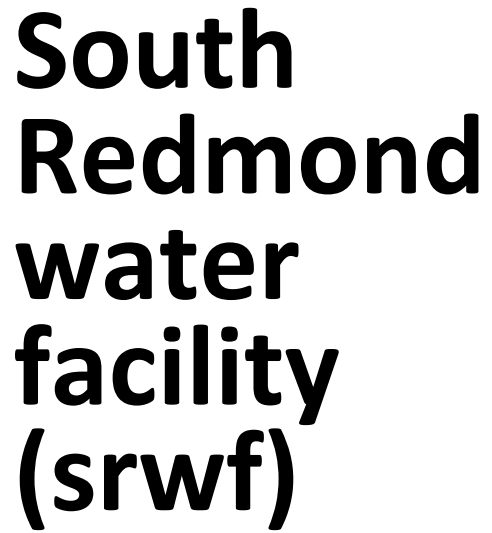
Funds for the SRWF project are budgeted in the Water Capital Projects 3 - South Redmond Water Project Sub Fund 53183-01-000-07-01-02.

Alternative Courses of Action:

1. Authorize the City Manager to sign the CM/GC contract with Emery & Sons Construction Group, LLC in the amount of \$38,500.
2. Do not authorize the City Manager to sign the CM/GC contract.
3. Take no action and request more information.

Recommendation / Suggested Motion:

"I move to authorize the City Manager to sign the CM/GC contract with Emery & Sons Construction Group for pre-construction services in the amount of \$38,500."



Slide 1



- Meet demands of residential growth in south Redmond
- Provide industrial fire flows (3,500 gallons per minute) to large lot industrial land
- Meet future supply and storage demands for the citywide water system



Perspective view from SW Volcano Ave.



ESTIMATED COST:

- Construction \$11M to \$13M
- Funded By: Water Fund (Bond)

PROJECT DETAILS:

- 4 million gallon reservoir
- 7,000 gallon per minute booster pump station
- 2,500 to 3,000 gallon per minute well



Purpose of the cm/GC:

Construction Manager/General Contractor (CM/GC) process brings the contractor in during the design process

CM/GC selected through a competitive process that considers:

- Ability to meet time and budget requirements on projects similar to the SRWF
- Experience with CM/GC or other alternative contracting methods
- Specialized experience/expertise in well drilling, pre-stressed concrete reservoirs, booster pump station and rock excavation
- History of performance claims and disputes
- Accident prevention program
- Experience and qualifications of key management and field personnel
- Understanding and approach to constructing the project
- Cost management, quality control and value engineering programs
- References
- Response to financial questionnaire



Benefits of CM/GC For SRWF

- Complex project with 3 significant components; well, reservoir and booster pump station
- Timeline – important to complete by summer 2021 to meet increasing water demands
- Constrained site in a residential area
- Creates a partnership between the City, Design Engineer and Contractor
- Contractor brings expertise on constructability, subcontracting and pricing
- Team works to determine best value for the City
- Reduced risk of change orders provides added project cost security



Two Step Proposal Process

Step 1: Proposals

- Three very qualified contractors submitted proposals
- Proposals reviewed and scored by 5 person review team
- Two contractors selected for shortlist primarily due to project understanding

Step 2: Price Proposal and Interview

- Emery & Sons and Ward-Henshaw participated

Results

- Emery & Sons unanimously ranked highest primarily due to experience on Redmond Reservoir 6/Well 7 project and other Central Oregon projects



Contract



- Pre-Construction Services: \$38,500
- Through Final Design and Guaranteed Maximum Price
- August 2020: Tentative Date for Council to Consider Construction Contract



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STAFF REPORT

DATE: May 12, 2020
TO: Redmond City Council
THROUGH: John Roberts, Deputy City Manager
Keith Witcosky, City Manager
FROM: Mike Caccavano, City Engineer
SUBJECT: Award of the SW Kalama Avenue Waterline Extension to McKernan Enterprises: \$182,950 (WA1903)

Addresses Council Goal:

3.D. Develop the City's infrastructure pursuant to the priorities identified in the City's infrastructure systems plans.

Report in Brief:

This item requests City Council authorize an award of the SW Kalama Avenue Waterline Extension Project (Project WA1903) to McKernan Enterprises, Inc. in the amount of \$182,950.45.

Background:

There are several waterlines in the area north of M.A. Lynch Elementary School that have inadequate circulation and lack looped connections for fire flow consistency. This project is intended to improve water quality and fire flow consistency in this residential area.

The SW Kalama Avenue waterline extension includes installation of 845 feet of new 12-inch diameter ductile iron waterline to connect the SW 15th Street waterline to the 18-inch waterline in SW 12th Street. Through this project, a loop from SW Highland Avenue to Kalama Avenue will be completed and eliminate 'dead end' lines on SW 13th and SW 14th streets.

Construction is planned to begin in May and be completed before August 15, 2020.

Discussion:

The City formally procured construction services per ORS Section 279C for bids over \$100,000. The bid package was first advertised on March 4, 2020. The following bids were received on April 16, 2020:

Rank	Bidder	Amount
1.	Jaron McKernan Enterprises, Inc.	\$182,950.45
2.	Bloom Constructin	\$221,471.62
3.	K & E Excavation, Inc.	\$224,968.00
4.	Robinson and Owen Heavy Construction, Inc.	\$230,503.52
5.	Bar Seven A Companies	\$241,960.00
6.	Collins and Sons Excavating	\$255,684.00
7.	York Brothers Excavation LLC	\$263,843.06
8.	McKenzie Cascade Heavy Excavation	\$269,809.00
9.	K3	\$270,900.00
10.	JAL Construction, Inc.	\$317,670.00

Fiscal Impact:

The Engineer's estimate for this project is \$240,000.

Costs for improvements are included in the FY 2019 - 20 budget with funding from the following accounts:

Fund Name	Fund Number	Amount
Water Infrastructure Maintenance	53161-01-000-07-01-02	\$182,950.45
	TOTAL	\$182,950.45

Alternative Courses of Action:

1. Enter into contract with Jaron McKernan Enterprises, Inc. in the amount of \$182,950.45.
2. Request additional information.
3. Reject all bids.

Recommendation / Suggested Motion:

"I move to authorize the City Manager to sign the contract with Jaron McKernan Enterprises in the amount of \$182,950.45 for the SW Kalama Avenue Waterline Extension Project."

SW Kalama Avenue Waterline Project (Project # WA1903)





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STAFF REPORT

DATE: May 12, 2020
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
John Roberts, Deputy City Manager
FROM: Mike Caccavano, City Engineer
SUBJECT: Award of the SW Canal Boulevard Waterline Extension Project to McKernan Enterprises: \$849,219.55 (WA1904)

Addresses Council Goal:

3.D. Develop the City's infrastructure pursuant to the priorities identified in the City's infrastructure systems plans.
4.D.i. Take necessary steps required to increase water and sewer service to strategic lands that are currently unserved or underserved.

Report in Brief:

This item requests City Council authorize the award of the SW Canal Blvd. Waterline Extension Project (Project WA1904) to Jaron McKernan Enterprises, Inc. in the amount of \$849,219.55.

Background:

By summer 2021, the South Redmond Water Facility (SRWF) will be constructed at SW Volcano Ave. and SW 43rd St. The SRWF will ensure supply and storage is available to meet demands in south Redmond.

Currently there is a gap in the water system along SW Canal Blvd. between SW Badger Avenue and SW 30th Street. This project will install an 18-inch diameter waterline in the SW Canal Blvd. to provide a critical link to deliver water. Particularly enhancing the delivery of water from the SRWF to industrial land in southeast Redmond and commercial properties near the Yew Avenue interchange.

Discussion:

The project includes 2,400 feet of 18-inch ductile iron waterline as well as street improvements along the frontage of the Ridgeview Heights development. These improvements were originally required of the Ridgeview Heights developer, but would have been under construction prior to completion of the water system analysis and determination of the waterline needs. To avoid digging up a new street for waterline construction, the developer contributed a total of \$246,437 of the frontage improvement costs and the City agreed to include them in the waterline project.

Fiscal Impact:

The City formally procured construction services per ORS Section 279C for bids over \$100,000. The bid package was first advertised on March 14, 2020. The following bids were received on April 15, 2020:

Rank	Bidder	Amount
1.	Jaron McKernan Enterprises, Inc.	\$849,219.55
2.	K&E Excavation, Inc.	\$947,962.00
3.	Bar Seven A Companies	\$1,098,756.00
5.	JAL Construction, Inc.	\$1,228,023.00
6.	York Brothers Excavating LLC	\$1,294,112.43

Costs for improvements are included in the FY 2019 - 20 budget with funding from the following accounts:

Fund Name	Fund Number	Amount
Transportation SDC Reimbursement Sub-Fund	22180-01-000-07-01-02	\$217,966.06
Transportation SDC Improvement Sub-Fund	22179-01-000-07-01-02	\$211,693.04
Water Infrastructure Maintenance	53161-01-000-07-01-02	\$171,194.52
Water SDC Improvement Sub-Fund	53179-01-000-07-01-02	\$209,237.75
Wastewater Capital Projects Sub-Fund	53281-01-000-07-02	\$39,128.18
	TOTAL	\$849,219.55

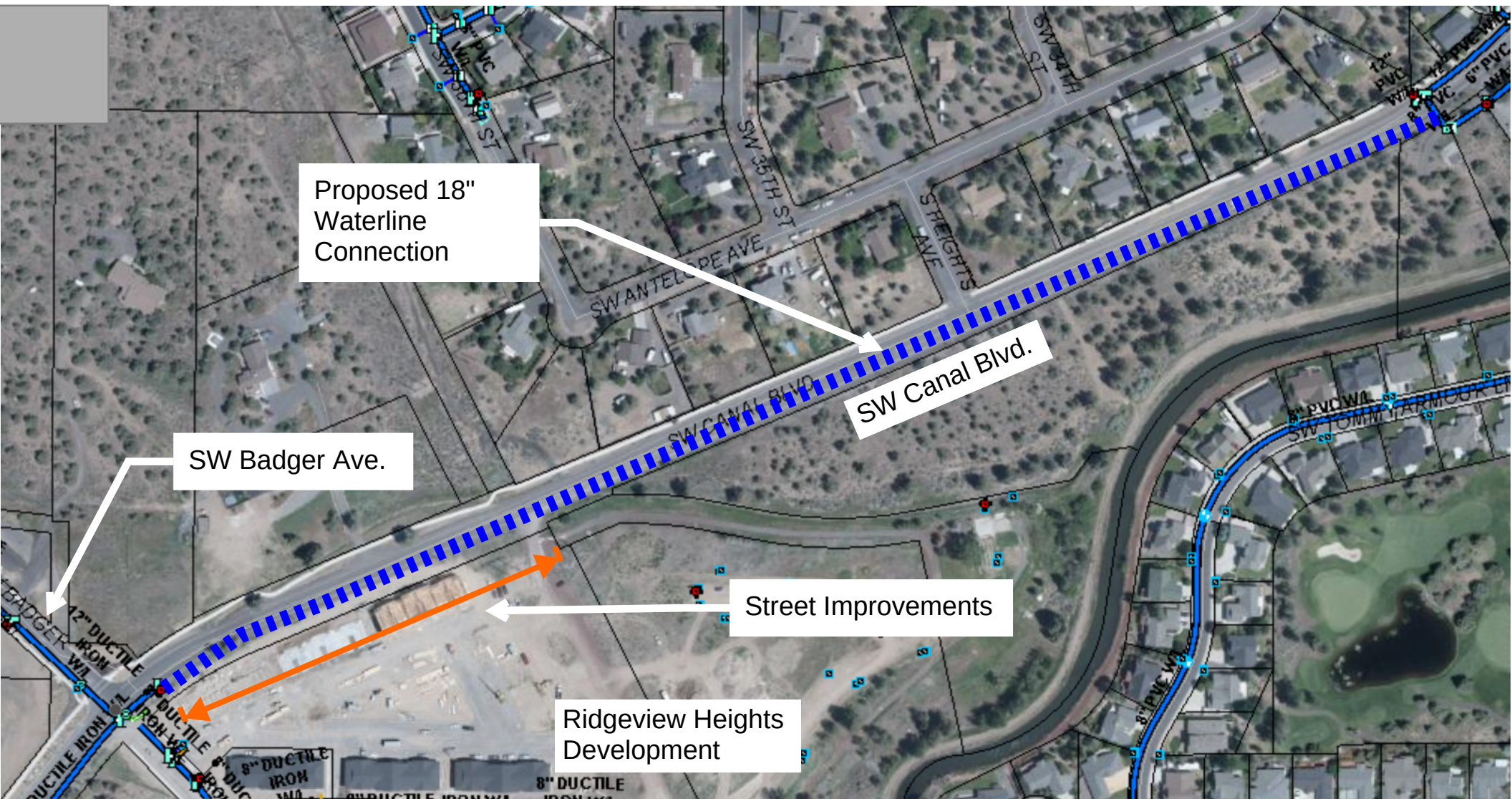
Alternative Courses of Action:

1. Enter into contract with Jaron McKernan Enterprises, Inc. in the amount of \$849,219.55.
2. Request additional information.
3. Reject all bids.

Recommendation / Suggested Motion:

"I move to authorize the City Manager to sign the contract with Jaron McKernan Enterprises in the amount of \$849,219.55 for the SW Canal Blvd. Waterline Extension Project."

SW Canal Blvd. Waterline Extension Project (WA1904)





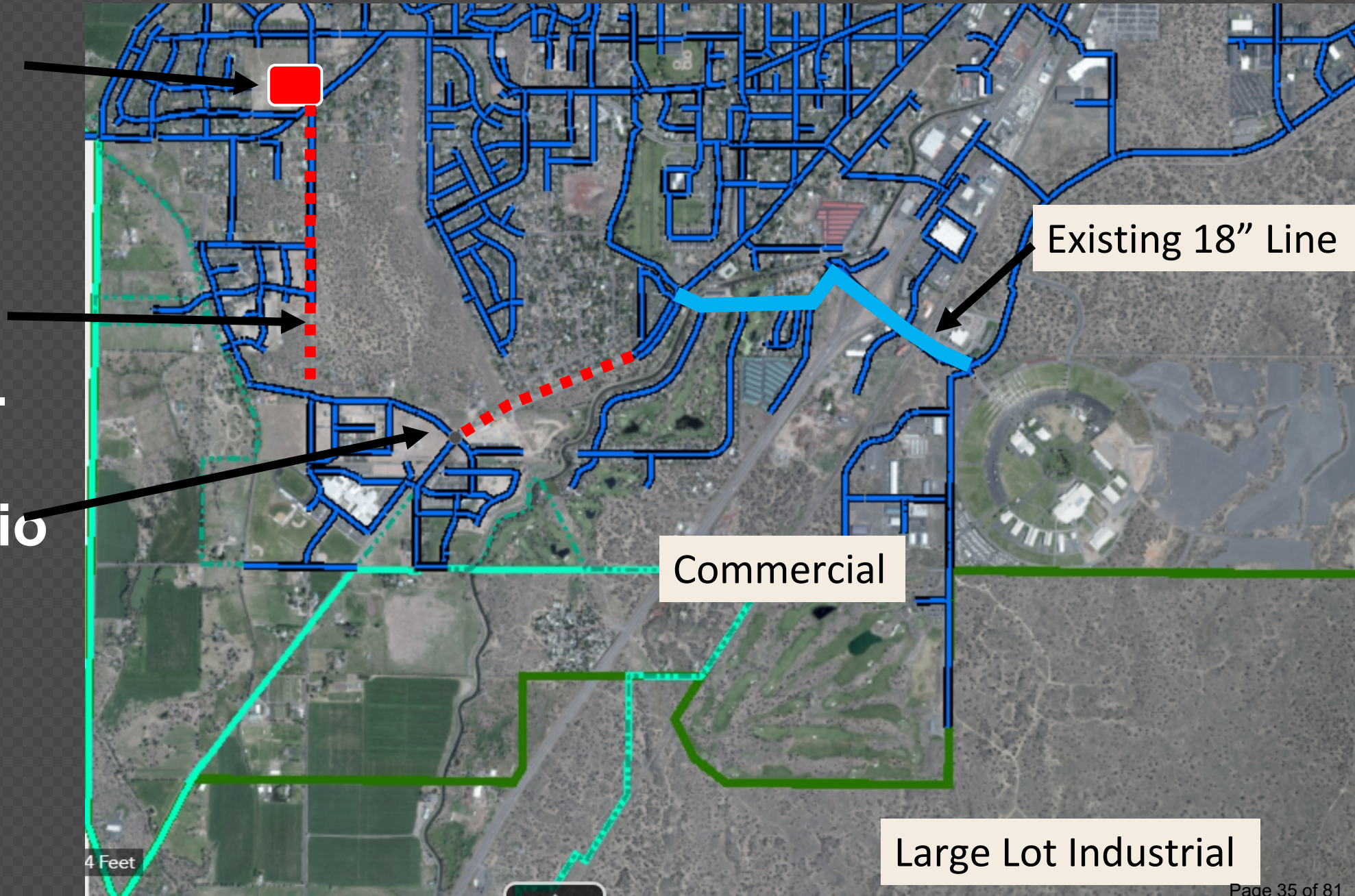
Canal Blvd. Waterline Extension: 30th to Badger

Redmond City Council

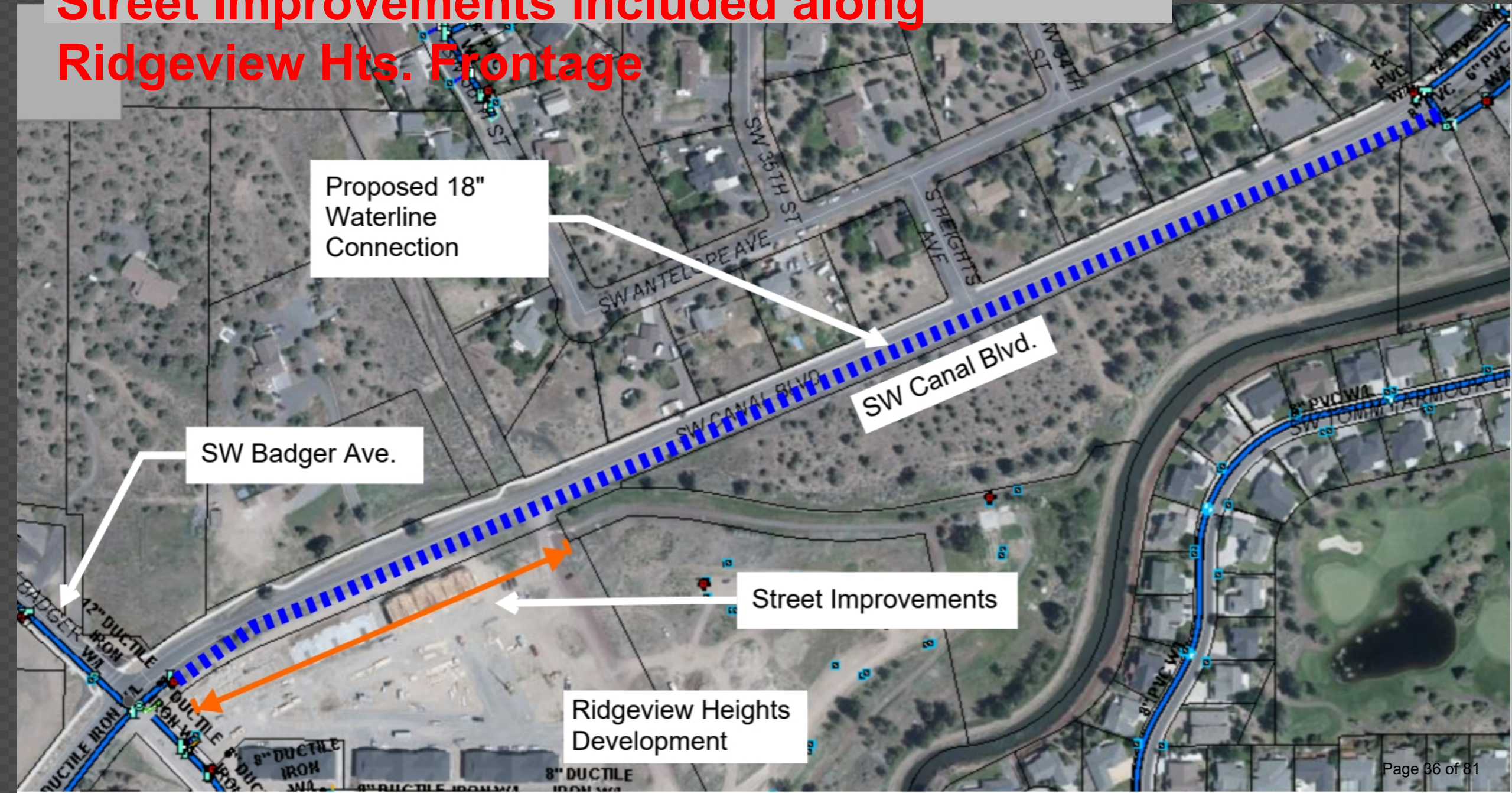
- South Redmond Water Facility

- SW 43rd St. 18" Transmission Main

- SW Canal Blvd. 18" Waterline



Street Improvements included along Ridgeview Hts. Frontage



Six bids received

- **RANGE:** **\$849,219.55 to \$1,294,112.43**
- **Engineer's Estimate** **\$1,152,000**
- **\$246,437 contribution from Ridgeview Heights developer**
- **Funds from Transportation SDC Reimbursement and Improvement, Water SDC Improvement and Infrastructure Maintenance and Wastewater Capital Projects Sub-Funds**





CITY OF REDMOND

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STAFF REPORT

DATE: May 12, 2020
TO: Redmond City Council
THROUGH:
FROM: Keith Witcosky, City Manager
SUBJECT: Continued - Ord. #2020-09 - An Ordinance amending Ordinance Number 2020-08 declaring a State of Emergency due to the Coronavirus (COVID-19), to extend the declared emergency through the 16th day of June 2020.

Addresses Council Goal:

1. Sustain Operations: A: Provide critical and necessary services for the entire City.

Report in Brief:

The item requests City Council extend the declared state of emergency due to the outbreak of the coronavirus (COVID-19) from May 16, 2020 through June 16, 2020. This is a 30-day extension from the original declaration dated March 17, 2020.

Background:

On March 17, 2020, City Council adopted Ordinance No 2020-08, declaring a State of Emergency due to Coronavirus (COVID-19) through May 16, 2020. The disruption of important services, damage to life, and damage to property associated with COVID-19 is expected to extend beyond May 16, 2020. On May 5, 2020, City Council voted 6-1 to approve the extension. Therefore the Ordinance must come before Council once more for approval.

Discussion:

Whenever a state of emergency is declared to exist within the City, the City Manager or designee is empowered to order measures in the interest of the public health, safety, and welfare. This emergency declaration extension will implement steps for the City to reduce the chances of contamination and exposure to the public and City employees and continue City operations through June 16, 2020.

As required by City Charter, notices regarding this Ordinance were posted in three places (the Library, the Police Department, and the Redmond Chamber of Commerce) in addition to City Hall on April 28, 2020.

Fiscal Impact:

There is no direct financial impact. However, this ordinance makes it possible for the City Manager to redirect City funds for the emergency, suspend standard City procurement and contracting procedures, and order such other measures as are necessary for the protection of life or property, or for the recovery from the emergency.

Alternative Courses of Action:

1. Approve the ordinance.
2. Do not approve the ordinance.
3. Request more information.

Recommendation / Suggested Motion:

"I move to approve Ord. # 2020-09." (Roll call vote)

**CITY OF REDMOND
ORDINANCE NO. 2020-09**

AN ORDINANCE AMENDING ORDINANCE NUMBER 2020-08 DECLARING A STATE OF EMERGENCY DUE TO CORONAVIRUS (COVID-19), TO EXTEND THE DECLARED EMERGENCY THROUGH THE 16TH DAY OF JUNE 2020.

WHEREAS, Pursuant to ORS 401.309 and Redmond City Code Section 5.525, the City Council formally declared a state of emergency for the City of Redmond, effective on the 17th day of March 2020, and continuing for sixty (60) days, unless extended or terminated earlier by the City Council; and

WHEREAS, the existing statewide emergency caused by infectious Coronavirus (COVID-19) continues to constitute a high potential threat to public health; and

WHEREAS, the disruption of important services, damage to life, and damage to property associated with COVID-19 is expected to extend beyond the 16th day of May 2020.

NOW, THEREFORE, THE CITY OF REDMOND ORDAINS AS FOLLOWS:

SECTION ONE: AMENDMENT

Ordinance 2019-05 is amended as follows (provisions in **bold and underlined** are added):

SECTION ONE: Pursuant to ORS 401.309 and Redmond City Code Section 5.525, the City Council formally declares a state of emergency for the City of Redmond, effective on this 17th day of March 2020, and continuing ~~for sixty (60) days from the date of this Ordinance~~ **through the 16th day of June 2020**, unless extended or terminated earlier by the City Council.

PASSED by the City Council and **APPROVED** by the Mayor this 12th day of May 2020.

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder



CITY OF REDMOND

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STAFF REPORT

DATE: May 12, 2020
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
John Roberts, Deputy City Manager
FROM: Bill Duerden, Public Works Director
SUBJECT: Amendment increasing the ODOT Intergovernmental Flexible Service Maintenance Agreement from \$150,000 to \$250,000 (#32425)

Addresses Council Goal:

Goal 1.B.i: Explore the potential of increasing efficiencies and economies of scale through the sharing of services and resources with other public agencies.

Report in Brief:

This item requests City Council authorize an amendment to a cooperative agreement with the Oregon Department of Transportation (ODOT) for the sharing of road and highway maintenance services. The amendment increases the not to exceed amount of the agreement from \$150,000 to \$250,000 to allow for maintenance to be performed on the Maple Avenue Bridge.

Background:

The City maintains approximately 164 centerline miles of roadway valued at more than \$150 million. Approximately 10 centerline miles of roadway within City limits is part of the state highway system that is owned and maintained by ODOT. The City and ODOT have historically cooperated in the performance of road and highway maintenance services. Examples include patching, sweeping, vegetation control, signing and winter maintenance.

Most of the services under this agreement are performed by the City for ODOT on a cost reimbursement basis. Annual expenditures vary based on needs. On average, it is approximately \$15,000 per year of net revenue to the City.

In October 2019, Council approved Agreement #32425 defining City and ODOT responsibilities and the procedures to follow in the performance of maintenance activities. The agreement has a two-year term with provisions for amendment or early termination as needed.

Discussion:

Maple Avenue Bridge is scheduled for maintenance in June 2020. The construction, expected to begin the week of June 8, includes replacing the deck joints and resurfacing the travel lanes. This level of maintenance typically occurs every ten years. City staff will utilize ODOT's bridge maintenance crew to perform this work at an estimated labor cost of \$95,000.

Agreement #32425 has a not to exceed amount of \$150,000 and neither organization may exceed \$75,000 in total payments over the term of the agreement. The amendment increases the not to exceed amount to \$250,000 and allows total payments by either party of up to \$150,000 to accommodate the bridge maintenance activity.

Fiscal Impact:

The Fiscal Year 2019/2020 budget includes funding for this maintenance activity within the Transportation – Infrastructure Maintenance sub-fund (see attached).

Alternative Courses of Action:

1. Approve the amendment to Agreement #32425 for road and highway maintenance services.
2. Do not approve the amendment.
3. Request additional information.

Recommendation / Suggested Motion:

"I move to authorize the City Manager to sign the amendment to Agreement #32425 with the Oregon Department of Transportation for the sharing of road and highway maintenance services."

BUDGET DETAIL

Transportation Fund		FY 2016/17 Actual	FY 2017/18 Actual	FY 2018/19 Budget	FY 2019/20 Proposed Budget	FY 2019/20 Approved Budget	FY 2019/20 Adopted Budget
22118-01-000-06-00-86	Licenses & Permits	194	153	250	250	250	250
22118-01-000-06-00-87	Employee Physicals	858	413	400	500	500	500
22118-01-000-06-00-88	Employee/Volunteer Recogn	280	-	-	-	-	-
22118-01-000-06-00-90	Software Licenses	2,404	5,933	10,000	10,000	10,000	10,000
22118-01-000-06-00-97	Chgs Srv From Other Fund	21,846	25,268	41,068	39,168	39,168	39,168
22118-01-000-06-00-98	Contractual Services	188	3,882	1,400	1,400	1,400	1,400
22118-01-000-06-85-05	ISF Central Services	72,144	79,455	82,990	86,723	86,723	86,723
22118-01-000-06-85-10	ISF IT	15,318	16,877	25,065	22,401	22,401	22,401
22118-01-000-06-85-15	ISF Risk Management	7,780	9,966	9,693	9,033	9,033	9,033
TOTAL MATERIALS & SERVICES		552,416	622,138	612,216	632,270	632,270	632,270
Capital Outlay							
22118-01-000-07-00-03	Machinery & Equipment	-	7,500	4,400	-	-	-
TOTAL CAPITAL OUTLAY		-	7,500	4,400	-	-	-
TOTAL SUB-FUND EXPENDITURE		1,063,952	1,213,162	1,306,552	1,344,945	1,344,945	1,344,945
NET SUB-FUND		(82,012)	(51,184)	-	-	-	-

Sub-fund: Transportation - Infrastructure Maintenance

Resources							
22161-01-000-04-30-50	STP Funds	-	-	-	309,000	309,000	309,000
22161-01-000-04-80-10	Interest - Investment	4,338	8,060	4,000	10,000	10,000	10,000
22161-01-000-04-86-10	Intrafund Tfrs-from Operations	983,500	1,000,000	1,150,000	1,160,000	1,160,000	1,160,000
22161-01-000-04-99-00	Beginning Fund Balance	255,673	422,127	398,024	363,495	363,495	363,495
TOTAL RESOURCES		1,243,511	1,430,187	1,552,024	1,842,495	1,842,495	1,842,495
Materials & Services							
22161-01-000-06-02-05	Asphalt Maintenance	352,665	407,216	620,000	320,000	320,000	320,000
22161-01-000-06-02-10	Bridge Maintenance	-	-	40,000	90,000	90,000	90,000
22161-01-000-06-02-15	Signage	47,390	68,930	45,000	55,000	55,000	55,000
22161-01-000-06-02-20	Surface Seals	250,602	339,954	320,000	657,500	657,500	657,500
22161-01-000-06-02-25	Sidewalk Maint	25,092	27,950	30,000	30,000	30,000	30,000
22161-01-000-06-02-30	Striping	39,578	17,340	45,000	45,000	45,000	45,000
22161-01-000-06-02-35	Legend Painting	21,567	30,095	25,000	25,000	25,000	25,000
22161-01-000-06-02-40	Vegetation Maintenance	22,009	3,843	15,000	15,000	15,000	15,000
22161-01-000-06-02-45	Street Sweeping	6,363	6,451	8,000	10,000	10,000	10,000
22161-01-000-06-02-50	Shoulder Maintenance	12,680	8,813	15,000	15,000	15,000	15,000
22161-01-000-06-02-55	Concrete Repair	34,055	54,625	55,000	55,000	55,000	55,000
22161-01-000-06-02-60	Snow & Ice Maintenance	9,383	5,214	6,000	6,000	6,000	6,000
TOTAL MATERIALS & SERVICES		821,384	970,429	1,224,000	1,323,500	1,323,500	1,323,500
Reserve							
22161-01-000-12-00-20	Reserve for Future Expend	-	-	328,024	518,995	518,995	518,995
TOTAL RESERVE		-	-	328,024	518,995	518,995	518,995
TOTAL SUB-FUND EXPENDITURE		821,384	970,429	1,552,024	1,842,495	1,842,495	1,842,495
NET SUB-FUND		422,127	459,758	-	-	-	-

Sub-fund: Transportation - Capital Vehicle & Equipment

Resources							
22163-01-000-04-80-10	Interest - Investment	84	64	-	-	-	-
22163-01-000-04-86-10	Intrafund Tfr - from Operations	165,000	165,000	170,000	225,000	225,000	225,000
22163-01-000-04-99-00	Beginning Fund Balance	143,547	46,313	22,000	155,000	155,000	155,000
TOTAL RESOURCES		308,630	211,377	192,000	380,000	380,000	380,000
Capital Outlay							
22163-01-000-07-00-03	Machinery & Equipment	34,427	50,930	-	-	-	-
22163-01-000-07-00-04	Heavy Equipment	227,890	83,366	175,000	215,000	215,000	215,000
22163-01-000-07-00-06	Vehicles	-	41,434	-	55,000	55,000	55,000
TOTAL CAPITAL OUTLAY		262,317	175,730	175,000	270,000	270,000	270,000
Reserve							
22163-01-000-12-00-20	Reserve for Future Expend	-	-	17,000	110,000	110,000	110,000
TOTAL RESERVE		-	-	17,000	110,000	110,000	110,000
TOTAL SUB-FUND EXPENDITURE		262,317	175,730	192,000	380,000	380,000	380,000
NET SUB-FUND		46,313	35,647	-	-	-	-

Sub-fund: Transportation - SDC Improvement

Resources							
22179-01-000-04-80-10	Interest - Investment	48,476	86,360	40,000	138,000	138,000	138,000
22179-01-000-04-75-45	Installment Pymt-Int	262	272	-	-	-	-
22179-01-000-04-75-10	SDC's Improvement	194,880	402,823	455,992	584,541	584,541	584,541
22179-01-000-04-75-40	Installment Improve-Princ	432	653	-	-	-	-

FLEXIBLE SERVICE MAINTENANCE AGREEMENT
City of Redmond

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the CITY OF REDMOND, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572, 366.574 and 366.576, State may enter into cooperative agreements with the counties, cities and units of local governments for the performance of work on certain types of maintenance or improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. State and Agency have determined that it is both to their mutual benefit and to the general public's benefit if they jointly utilize State and Agency highway maintenance resources, including equipment and operators.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and City desire to enter into this Agreement to share road and highway maintenance services including but not limited to patching, shouldering, ditching, sweeping, vegetation control, brushing, signing, landscaping, striping, bridge repair, guardrail repair, winter maintenance activities, hazardous material spills, and drainage.
2. The tasks associated with the highway maintenance responsibilities referred to above are as defined in the current editions of the Oregon Department of Transportation's Maintenance Guide and the Routine Road Maintenance Water Quality and Habitat Guide Best Management Practices Manual, which are herein incorporated by reference and located at the following address:

<http://www.oregon.gov/ODOT/HWY/OOM/Pages/publications.aspx>

- a. The Oregon Department of Transportation Maintenance Guide includes the Activity numbers. Other maintenance services may be included as defined on the Work Order Authorization.

3. The total financial obligation for either Party shall not exceed \$5,000 in any calendar month without the prior express approval of the other Party.
4. The total financial obligation for both Parties will not exceed \$150,000 during the term of this Agreement.
5. If the total cost of this Agreement or individual Work Order Authorization exceeds \$150,000, the Department of Justice must review and approve any amendments and/or Work Order Authorizations prior to performance of any work.
6. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or two (2) calendar years following the date all required signatures are obtained, whichever is sooner. This Agreement may be modified by mutual consent of both Parties and upon execution of amendments to this Agreement stating said modifications.

SCOPE OF WORK

1. State's District 10 Manager may request maintenance services from Agency on an as-needed basis for work performed on State-owned and maintained highways and highway right of way. Maintenance service requests shall be a written request in the form of a Work Order Authorization, attached hereto as Exhibit A and made a part of this Agreement. The Work Order Authorization may be signed by State's Work Order Coordinator. Each Work Order Authorization that is issued pursuant to this Agreement shall become a part of this Agreement. Both Parties shall sign the Work Order Authorization before commencement of work. An original signed Work Order Authorization shall be completed and returned to the originating Party within ten (10) business days.
2. City may request maintenance services from State on an as-needed basis for work performed on City-owned and maintained Streets right of way. Maintenance service requests shall be a written request in the form of a Work Order Authorization, as shown on Exhibit A. The Work Order Authorization may be signed by the Transportation Operations Manager. Each Work Order Authorization that is issued pursuant to this Agreement shall become a part of this Agreement. Both Parties shall sign the Work Order Authorization before commencement of work. An original signed Work Order Authorization shall be completed and returned to the originating Party within ten (10) business days.
3. The original Work Order Authorization initiated by State shall be forwarded to State's Region 4 Agreement Coordinator, 63055 N. Hwy 97, Bend, Oregon 97703.
4. State shall provide instructions to Agency employees concerning work to be performed under the Work Order Authorization, and Agency shall direct and supervise its employees who are assigned to assist State.

5. Agency shall provide instructions to State's employees concerning work to be performed under the Work Order Authorization, and State shall direct and supervise its employees who are assigned to assist Agency.

REIMBURSEMENT TO STATE

1. On a monthly basis, State shall submit invoices to Agency for actual costs incurred for work performed under this Agreement. Agency shall reimburse State for equipment and services based on the State's rates used for its internal financial management of personnel and equipment adopted and in existence at the time of work being performed. Payment shall be made within forty-five (45) calendar days from receipt of the invoice. Invoices shall be submitted to Bill Duerden – Director of Public Works, 243 E. Antler Way, Redmond, OR 97756, (541) 504-2001, bill.duerden@ci.redmond.or.us.
2. Under no condition shall Agency's total obligation for payments exceed \$75,000 during the term of this Agreement.

REIMBURSEMENT TO AGENCY

1. On a monthly basis, Agency shall submit invoices to State for actual costs incurred for work performed under this Agreement. State shall reimburse Agency for equipment and services based on the Agency's rates used for its internal financial management of personnel and equipment adopted and in existence at the time of work being performed. Payment shall be made within forty-five (45) calendar days from receipt of the invoice. Invoices shall be submitted to: Department of Transportation, Timothy McGinnis – Transportation Maintenance Manager, 63055 N. Highway 97, Bldg K, Bend OR, 97703, (541) 388-6301, Timothy.mcginis@odot.state.or.us.
2. Under no condition shall State's total obligation for payments exceed \$75,000 during the term of this Agreement.

EXPENDITURE AUTHORIZATION

1. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget. State shall not be indebted or liable for any obligation created by this Agreement in excess of the debt limitation of Article XI, Section 7, of the Oregon Constitution. State shall not assume any debts of Agency in violation of Article XI, Section 8, of the Oregon Constitution.
2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within

Agency's current appropriation or limitation of the current biennial budget. Agency shall not be indebted or liable for any obligation created by this Agreement in excess of the debt limitation of Article XI, Section 10, of the Oregon Constitution.

3. Neither State nor Agency shall be liable for any expenditure under this Agreement without proper appropriation pursuant to ORS Chapter 291 and ORS Chapter 294 respectively.
4. The Work Order Authorization form for State may be signed by State Work Order Coordinator Timothy McGinnis – Transportation Maintenance Manager, 63055 N. Highway 97, Bldg K, Bend OR, 97703, (541) 388-6301, Timothy.mcgininis@odot.state.or.us, or assigned designee upon individual's absence.
5. The Work Order Authorization form for Agency may be signed by Agency Work Order Coordinator Bill Duerden – Director of Public Works, 243 E. Antler Way, Redmond, OR 97756, (541) 504-2001, bill.duerden@ci.redmond.or.us or assigned designee upon individual's absence.

EQUIPMENT AND SERVICES

1. Each Party shall make available to the other Party vehicles, equipment, machinery, employees, related items and services in the manner and on the terms and conditions provided herein.
2. Services and equipment shall be provided upon reasonable request at mutually convenient times and locations. Each Party retains the right to refuse to honor a request if the services or equipment are needed for other purposes, if providing the equipment would be unduly inconvenient or if for any other reason the Party determines in good faith that it is not in its best interest to provide a particular item or service at the requested time. It is up to the discretion of the Party providing the equipment ("owner") whether an operator is provided with the equipment.
3. The Party receiving the equipment ("user") shall take proper precaution in its operation, storage, and maintenance. Equipment shall be used only for its intended purpose. User shall permit the equipment to be used only by properly trained and supervised operators and shall be responsible for equipment repairs necessitated by misuse or negligent operation. User shall perform and document required written maintenance checks prior to and after use and shall provide routine daily maintenance of equipment during the period in which the equipment is in user's possession. User shall not, however, be responsible for scheduled maintenance or repairs other than repairs necessitated by misuse or negligent operation.
4. If equipment requires repair while in use, a State mechanic and Agency mechanic shall assess the problem and, in consultation with each other, determine which Party is responsible for repair. In the event an agreement cannot be reached, State's District Manager or designee and Agency shall determine the responsible Party.

5. The entity providing the equipment ("provider") shall endeavor to provide equipment in good working order and to inform user of any information reasonably necessary for the proper operation of the equipment. The equipment, however, is provided "as is", with no representations or warranties as to its fitness for a particular purpose. User shall be solely responsible for selecting the proper equipment for its needs and inspecting equipment prior to use. It is acknowledged by the Parties that the provider is not in the business of selling, leasing, renting, or otherwise providing equipment to others and that the Parties are acting only for their mutual convenience and efficiency.
6. The Parties shall provide equipment storage space to each other, at no charge, upon rental request when mutually convenient. It is recognized that such storage is for the benefit of the Party requesting it. The Party storing the equipment shall be responsible only for providing a reasonably safe and secure area.
7. The user is responsible for any damage to rented equipment considered to be beyond normal wear and tear.
8. Service and usage times, established for the purpose of record keeping and rental charges, will begin at the time the equipment and operator leave the owner's shop or maintenance yard, and end when the equipment and operator return to the owner's shop or maintenance yard.
9. Both Parties shall use their individual internal rental rates for labor and equipment as identified in Exhibit B, attached hereto and by this reference made a part hereof. These rates may be adjusted by either Party only once per State fiscal year.
10. Both Parties shall maintain accurate and up-to-date records of all rentals of equipment and operators. Said records will be kept available for inspection by representatives of each Party for a period of six (6) years following termination of the Agreement.
11. Both Parties shall furnish fuel, maintenance, and insurance for their equipment; however, fuel for vehicles and equipment shall be provided by the user during the period in which the equipment or vehicle is in the user's possession.

GENERAL PROVISIONS

1. Both Parties hereby grant the other Party authority to enter onto each other's right of way for the purpose of performing the maintenance services as stated on the Work Order Authorization.
2. Both Parties will only assign personnel to work on each other's right of way that have similar experience on State and Agency right of way.

3. Both Parties acknowledge and agree that each Party, the Oregon Secretary of State's office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of each Party that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts. Both Parties shall retain and keep all files and records for a minimum of six (6) years following termination of the Agreement.
4. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency 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.
5. Agency represents that this Agreement is signed by personnel who have been authorized to do so by Agency.
6. State personnel assigned to assist Agency shall not be considered employees of Agency. Agency personnel assigned to assist State shall not be considered employees of State. Agency and State shall each be responsible for the following items in regard to their own employees:
 - a. Payment of all wages and benefits that its employees are entitled to receive through their employment including, but not limited to, vacation, holiday and sick leave; other leaves with pay; medical, dental, life, and accident insurance; other insurance coverage; overtime; Social Security; Workers' Compensation; unemployment compensation, and retirement benefits.
 - b. Withholding Social Security, federal and state taxes, and other regular deductions from wages paid to employees.
 - c. Administration of applicable civil service statutes and rules, classification and compensation plans, collective bargaining agreements, and other laws and agreements governing personnel relations with employees.
7. The Parties to this Agreement are of equal authority. Each Party acts independently in the performance of its obligations and functions under this Agreement, and neither Party is to be considered the agent of the other.
8. 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

Agency 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.

9. With respect to a Third Party Claim for which State is jointly liable with Agency (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 Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency 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 Agency 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.
10. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency 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 Agency 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 Agency 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. Agency'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.
11. 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.
12. All employers, including both Parties, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt

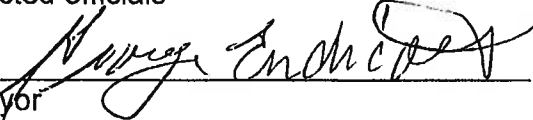
under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Both Parties shall ensure that each of their subcontractors complies with these requirements.

13. This Agreement may be terminated by mutual written consent of both Parties, or by either Party, upon thirty (30) calendar days' written notice. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
14. Neither Party shall enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from the other Party.
15. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
16. This Agreement and attached exhibit constitute 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. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

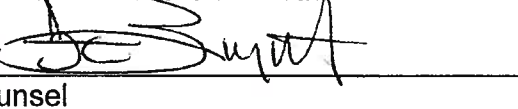
SIGNATURE PAGE FOLLOWS

CITY OF REDMOND, by and through its
elected officials

By 
Mayor

Title _____

APPROVED AS TO FORM

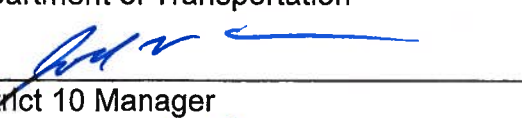
By 
Counsel

Date 10/2/19

Agency Contact:

Bill Duerden – Director of Public Works
243 E. Antler Way
Redmond, OR 97756
(541) 504-2001
bill.duerden@ci.redmond.or.us

STATE OF OREGON, by and through its
Department of Transportation

By 
District 10 Manager

Date 10/16/19

APPROVAL RECOMMENDED

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Herbert Lovejoy by email
Assistant Attorney General

Date October 4, 2019

State Contact:

Timothy McGinnis – Transportation
Maintenance Manager
63055 N. Highway 97, Bldg K
Bend OR, 97703
(541) 388-6301
Timothy.mcginis@odot.state.or.us

EXHIBIT A

WORK ORDER AUTHORIZATION

☐ State Requesting to Perform Work

☐ Requesting State to Perform Work

Agreement No. Work Order No.

Under the terms of Agreement No. between the Oregon Department of Transportation (State) and which is hereby incorporated by reference, the following Project work is authorized:

Project Name: ☐ Flexible Maintenance Services

State Work Order Coordinator: Agency Work Order Coordinator

Total Authorized Amt. this Work Order \$ Expenditure Acct. No.:

Work Order Start Date: Work Order End Date:

Effective Date: No Work shall occur until signed by all Parties.	State Totals
Expenditure Account No.	No.
A. Amount authorized for this Work Order	\$
B. Amount authorized on prior Work Orders	\$
C. Total Amount authorized for all Work Orders (A+B=C)	\$
D. Agreement Not-to-Exceed amount	\$
E. Amount remaining on Agreement (D-C=E)	\$

SCOPE OF WORK (tasks, hours per task, estimated cost per task, and staff assigned to do the work and their hourly rate. Specify the Party responsible for providing materials and the Party responsible for material costs associated with the Project or services). Work necessary to complete Project or services as described in original Agreement scope of work: (Indicate which services are to be used by checking appropriate box(es)).

Maintenance Services and Equipment Rental: *(List work shown below)*

☐ Patching (100-102, 107-108) ☐ Shouldering (111-112, 119) ☐ Ditching (120) ☐ Sweeping (116-117)
☐ Vegetation Control (131) ☐ Striping (140-141, 147) ☐ Winter Maintenance (170-171, 179-181, 192)
☐ Brushing (132-133) ☐ Signing (142-143) ☐ Landscaping (136) ☐ Drainage (121) ☐ Guardrail Repair (151)
☐ Bridge Repair (163, 169) ☐ Hazardous Material Spills (149) ☐ Equipment Rental (specify equipment)

General Description of Project: _____

This Work Order Authorization may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Work Order Authorization so executed shall constitute an original.

ACCEPTANCE OF TERMS AND ACTION APPROVED BY STATE: I acknowledge and certify that the work in this Work order authorization is within the scope of work of the original Agreement.

City of Redmond/ODOT
Agreement No. 32425

State's _____ (approp. title) Date

ACCEPTANCE OF TERMS BY LOCAL AGENCY

Name / Title Date

APPROVED AS TO LEGAL SUFFICIENCY: If work exceeds \$150,000, signature required

Asst. Attorney General Date

cc: District #_____ Manager or Transportation Maint. Mgr.
State's Work Order Coordinator
Central Services, Procurement Office (OPO) for Agreement File

EXHIBIT A

Work Order – Local Agency
Rev. 04-08-2008

EXHIBIT B (Part 1)

<u>ODOT Hourly Rates</u>			
Labor	TMS2	TMC1	TMC2
RG	\$ 51.34	\$ 56.29	\$ 55.60
OT	\$ 45.76	\$ 50.18	\$ 49.56

Equipment	
10 Yard Truck	\$ 32.45
Vactor Truck	\$ 98.72
Trailer Mntd VMS Board	\$ 13.34
Tilt Deck Trailer	\$ 15.30
Incident Response Truck	\$ 2.20
Snow Blower	\$ 551.00
Bat Wing Mower	\$ 61.94
Cat Grader (All Wheel Drive)	\$ 23.50
1 Ton Pickup	\$ 5.76
Loader	\$ 24.23
Sidecast Broom	\$ 44.09
Backhoe	\$ 34.82

EXHIBIT B (Part 2)

City of Redmond Labor and Equipment Rental Rates

As of the date the Agreement is executed, the City of Redmond will use the labor and equipment rates listed in the City's Fee Schedule effective at the time work is performed to determine reimbursement costs. For equipment not listed in the Fee Schedule, the City will use the applicable Schedule of Equipment Rates as described by the Federal Emergency Management Agency (FEMA). The FEMA Schedule of Equipment Rates are available at:

<https://www.fema.gov/schedule-equipment-rates>



CITY OF REDMOND

411 SW 9th STREET
REDMOND, OR 97756

541.923.7710
FAX: 541.548.0706
info@ci.redmond.or.us
www.ci.redmond.or.us

STAFF REPORT

DATE: May 12, 2020
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
John Roberts, Deputy City Manager
FROM: Tarin Denney, Lead for America Fellow and Program Assistant
SUBJECT: Res. #2020-04 - A resolution of the City of Redmond, Oregon, to sponsor the re-designation of the Greater Redmond Enterprise Zone.

Addresses Council Goal:

4.B. Foster new business and job growth.

i. Work with REDI, EDCO, and other partners to facilitate new business development in Redmond.

4.C. Maintain Redmond's reputation as "the place to do business in Central Oregon".

i. Provide incentive programs that are regionally and nationally competitive and targeted towards businesses that benefit the community through the creation of family-wage jobs.

Report in Brief:

This item requests City Council re-designate the City's Greater Redmond Area Enterprise Zone (E-Zone) through June 2030.

Background:

The Oregon E-Zone program (ORS.285.C) is an economic development incentive designed to attract business investment and encourage job creation. It offers a property tax abatement and/or equipment investments for new or expanding traded-sector businesses (non-retail) located in the E-Zone. There are currently 73 E-Zones statewide.

Redmond's E-Zone was established in 1988 to spur economic development in the City and surrounding area. The E-Zone has proven to be a successful tool to help retain and recruit traded sector economic development in the region.

Deschutes County, the City of Redmond and the City of Sisters sponsor the E-Zone. Redmond Economic Development, Inc. (REDI) has been the E-Zone manager since 2009. From 1998 to 2019, the Greater Redmond Area E-Zone program has served 154 companies, created 3,373 jobs and generated \$165,560,435 in investment.

The E-Zone has a 10-year duration and has been previously renewed in 1998 and 2009. In December 2019, the Council concurred that staff should proceed with a third re-designation. The application is due to the Business Oregon by June 1, 2020 and will go into effect July 1, 2020.

Discussion:

The following incentives are offered as part of the Greater Redmond Area E-Zone:

- 2% reduction in building permit fees for every new job created, up to a 40% maximum;
- Expedited permitting process for E-Zone projects;
- Waiver of water and sewer hook-up fees;
- Waiver of 50% of land use fees for businesses that meet the 150% salary and benefit threshold of Deschutes County's annual wage;
- Waiver of 25% of the land use fees for businesses that do not meet the 150% threshold;
- 1% reduction in System development Charges (SDCs) for every new job created, up to 25%;
- 25% reduction in monthly water and sewer charges for three years;

- Waiver of \$200 application fee.

There is both a three and five year E-Zone program, which have different requirements. To participate in the three year program, it requires a \$50,000 minimum investment, with 10% new job creation for existing firms and one new job for new firms. The five year program has the same requirements as the three year program, and additionally the average compensation for net new jobs needs to exceed 150% of County median income (\$68,357) (through Nov. 2020).

Requirements for re-designation include:

- Is located in an economically disadvantaged area as defined by Business Oregon criteria (i.e. Area Median Income, wages).
- Sponsored by all of the local public agencies which the E-Zone is delineated.
- Does not exceed 15 square miles.
- Possesses undeveloped industrial land that is appropriately zoned and served with infrastructure.
- Demonstrates a likelihood of success.

The Greater Redmond Area E-Zone meets all requirements.

Lastly, required outreach as part of the re-designation was conducted. In March 2020, notice and informational presentations were given to all interested overlapping taxing districts about the program incentives. All questions by the taxing districts were answered. Meeting minutes from these presentations will be submitted to Business Oregon as part of the application.

Fiscal Impact:

Fiscal Year	# of Projects	Assessed Value of Exempt Property	Taxes to Have Been Imposed (All Districts)	City of Redmond General Fund	Reported Job Creation
FY 18/19	12	\$19.375M	\$348,946	\$85,466	365

\$9,288,404 estimated investments to begin exemption in current year (2019).

Alternative Courses of Action:

1. Approve resolution to re-designate the Greater Redmond Area Enterprise Zone.
2. Do not approve a redesignation.
3. Take no action and request more information

Recommendation / Suggested Motion:

"I move to re-designated the Greater Redmond Area Enterprise Zone as identified and outline in the attached Resolution."

Greater Redmond Area Enterprise Zone 2020

Redmond Enterprise Zone

City Limits

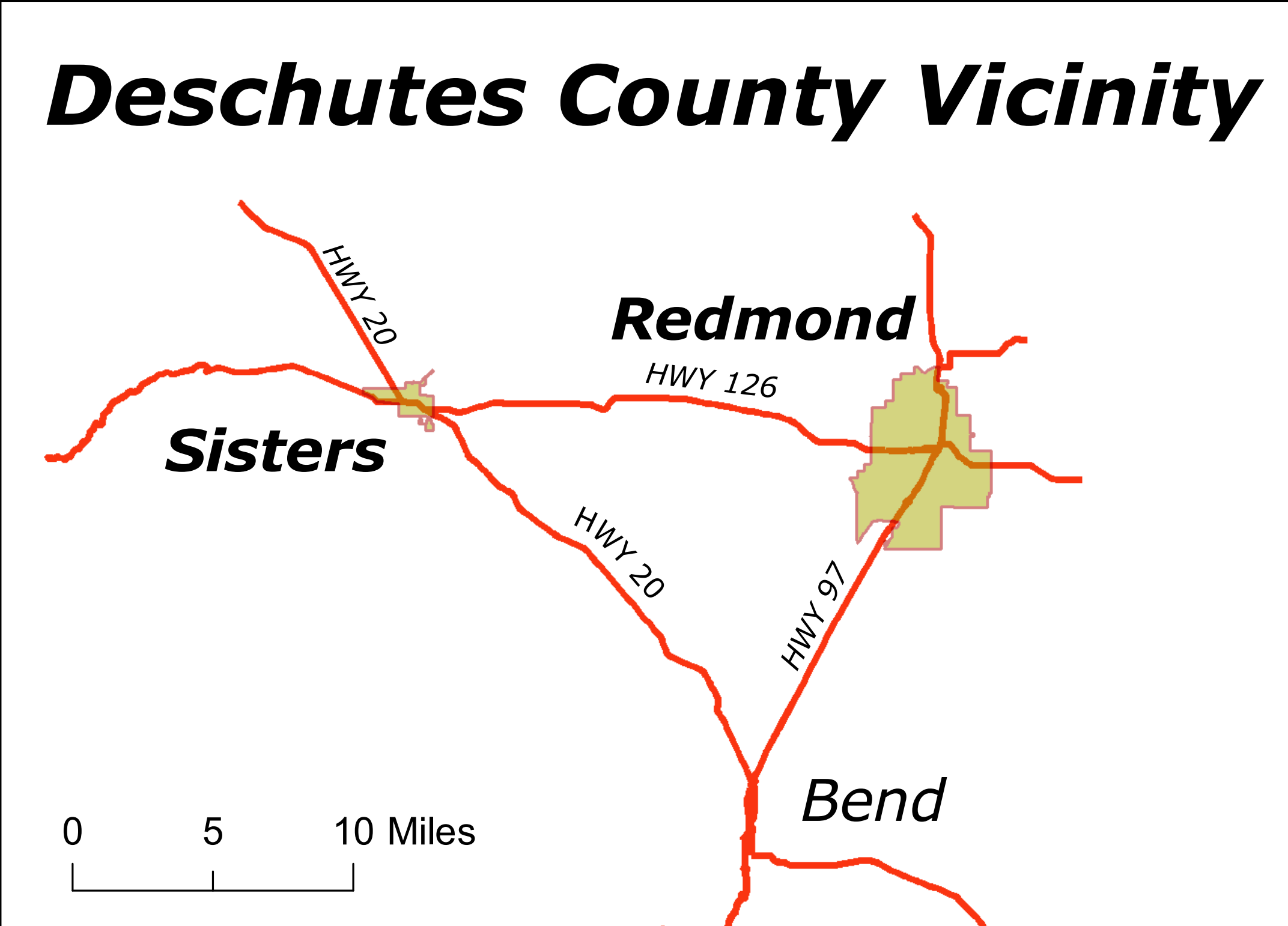
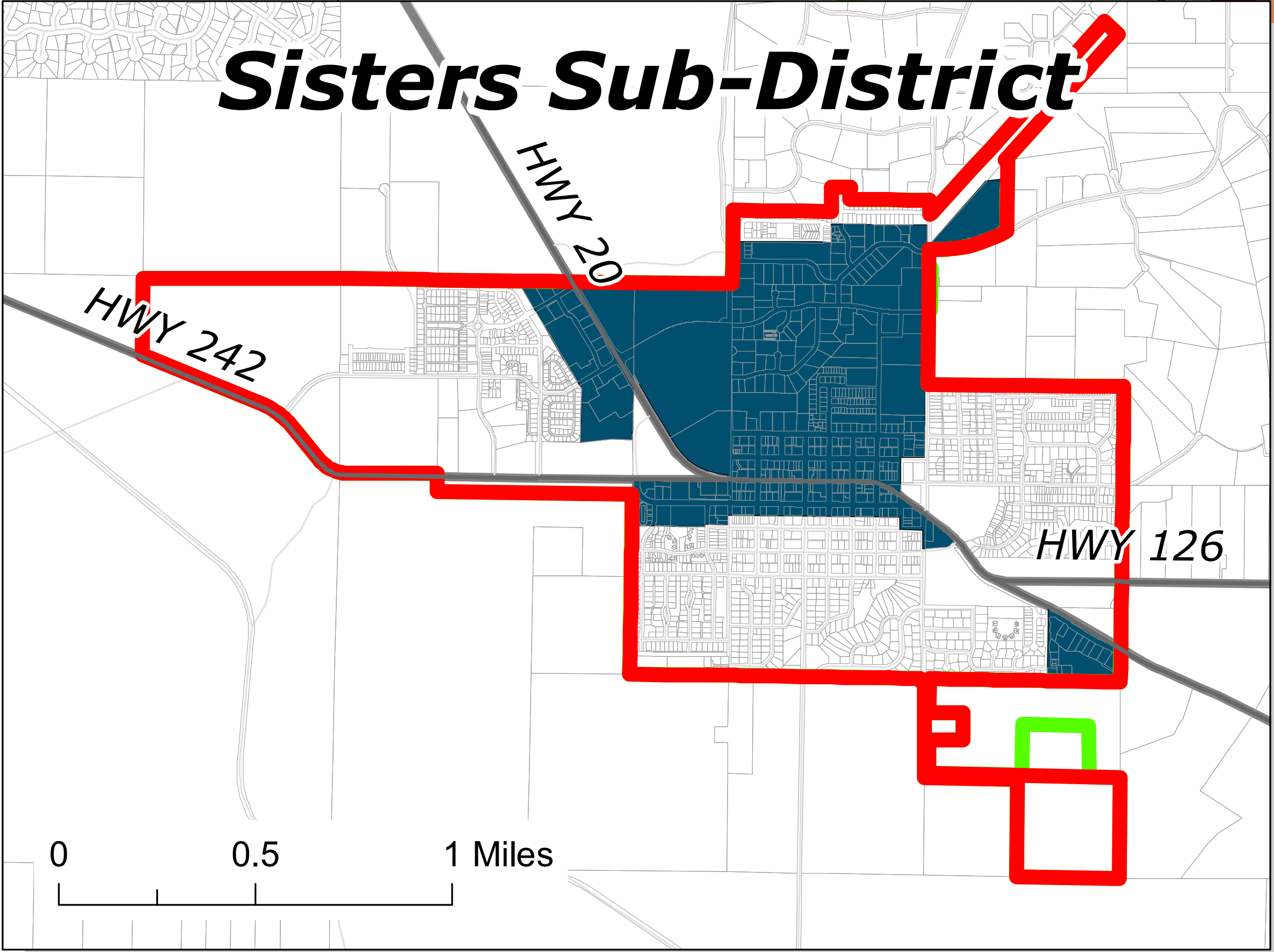
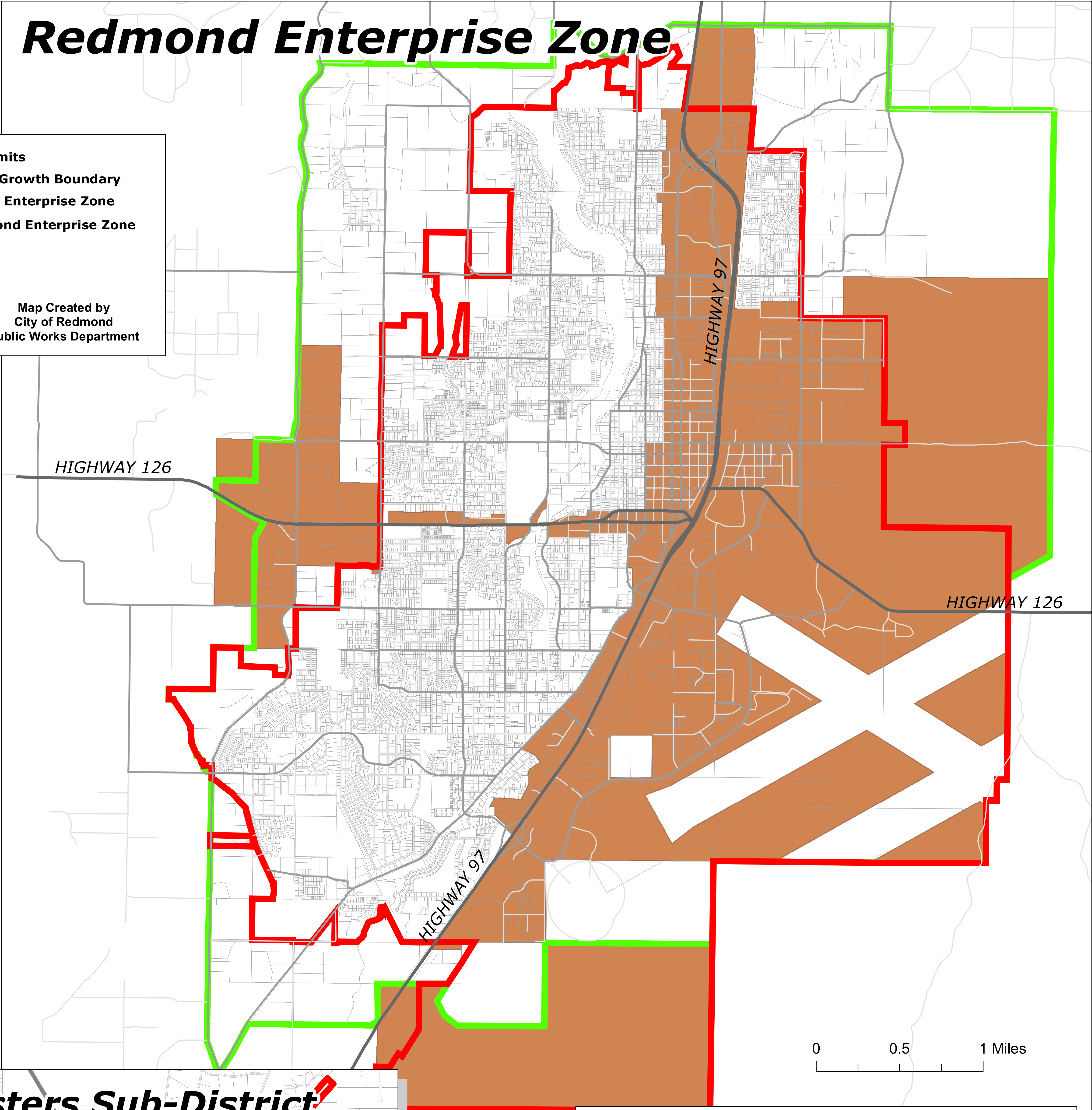
Urban Growth Boundary

Sisters Enterprise Zone

Redmond Enterprise Zone



Map Created by
City of Redmond
Public Works Department



**REDMOND RESOLUTION
RESOLUTION NO. 2020-04**

**DESCHUTES COUNTY
RESOLUTION NO. 2020-017**

**CITY OF SISTERS
RESOLUTION NO. 2020-07**

**A RESOLUTION OF THE CITY OF REDMOND, OREGON, TO SPONSOR THE RE-
DESIGNATION OF THE GREATER REDMOND ENTERPRISE ZONE.**

WHEREAS, the CITY OF REDMOND is sponsoring an enterprise zone designation jointly with DESCHUTES COUNTY and the CITY OF SISTERS (“Sponsors”); and

WHEREAS, the Sponsors have formally advised and received consultation from the Oregon Business Development Department (OBDD) according to ORS 285C.078; and

WHEREAS, the municipal corporations, school districts, special service districts, that receive operating revenue through the levying of ad valorem taxes on real and personal property in any area of this enterprise zone were sent notice and invited to a public meeting on March 20th, 2020 regarding its designation, in order for the sponsoring governments to effectively consult with these other local taxing districts; and

WHEREAS, this enterprise zone has a total area of 11.76 square miles; it meets other statutory limitations on size and configuration, and it is depicted here on a drawn-to-scale map (Exhibit A), and its boundary is here described (Exhibit B); and

WHEREAS, the Sponsors shall fulfill their duties and implement provisions under ORS 285C.105 or elsewhere in ORS Chapter 285C and related parts of Oregon Law, including but not limited to having appointed a local enterprise zone manager, and to preparing a list or map of local, publicly owned lands and buildings in this enterprise zone for purposes of ORS 285C.110; and

WHEREAS, designation of this enterprise zone does not grant or imply permission to develop land inside it without complying with jurisdictional zoning, regulatory and permitting processes and restrictions; nor does it indicate any intent to alter those processes or restrictions, except as otherwise done in accordance with Comprehensive Plans as acknowledged by the state of Oregon Land Conservation and Development Commission (LCDC); and

WHEREAS, the Zone, which was originally established in 1988 and re-designated in 1998 and 2009, has served the City of Redmond the City of Sisters (since 2009) successfully, by incentivizing over 3,620 new jobs and \$179,500,000 in private investment, the current economic factors in the region, State and Country due to COVID-19, such as business disruption, followed by business closures and mass layoffs demonstrates the need to continue this program in both the City of Redmond, Deschutes County, and the City of Sisters; and

WHEREAS, the Sponsors feel that it is invaluable to collaboratively participate in efforts to promote economic development in Central Oregon.

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

Section 1. Under ORS [285C.065/285C.245], the Sponsors do hereby re-designate an Oregon enterprise zone to be named: The Greater Redmond Enterprise Zone, the boundary and area of which are described in the exhibits.

Section 2. John Roberts, Deputy City Manager for the City of Redmond, is authorized to submit documentation of this enterprise zone re-designation to OBDD on behalf of the zone sponsor for purposes of a positive determination in favor under ORS 285C.074.

Section 3. The Sponsors shall maintain the existing benefits established for the Deschutes County, Redmond and Sisters businesses that are enterprise-zone eligible.

Section 4. The Sponsors will jointly comply with the requirements and provisions of ORS 285C.105 and otherwise fulfill their duties under ORS 285C.050 to 285C.250.

Section 5. The Sponsors jointly maintain a list or map of local lands and buildings owned by the state or by municipal corporations within the Zone that are not being used or designated for a public purpose and that have appropriate land use zoning, and to efforts for making such lands and buildings available for lease or purchase by authorized business firms pursuant to ORS 285C.110.

Section 6. The Sponsors jointly request that the Director of the Oregon Business Development Department continue to waive the 15 mile distance between separate areas within the Zone, per ORS 285C.120(2).

Section 7. Redmond will continue to provide the local incentives established within the 2013 boundary amendment of the Zone and Sisters will keep active two local incentives.

Section 8. Redmond Economic Development, Inc. is jointly appointed as the local zone manager for this enterprise zone.

This Resolution shall be effective immediately upon its adoption by each of the Sponsors' governing bodies.

ADOPTED by the Redmond City Council and **SIGNED** by the Mayor this 12th day of May 2020.

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder

APPROVED by the DESCHUTES COUNTY BOARD OF COMMISSIONERS and
DATED this _____ day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

Patti Adair, Chair

Anthony DeBone, Vice Chair

Phil Henderson, Commissioner

ATTEST:

Recording Secretary

ADOPTED by the Sisters City Council and **SIGNED** by the Mayor this _____ day of
_____ 2020.

Chuck Ryan, Mayor

ATTEST:

Kerry Prosser, City Recorder

EXHIBIT A: MAP DEPICTING DRAWN-TO-SCALE BOUNDARY OF THE GREATER
REDMOND AREA ENTERPRISE ZONE

EXHIBIT B: LEGAL DESCRIPTIONS OF LAND AREAS IDENTIFIED FOR INCLUSION
INTO THE GREATER REDMOND AREA ENTERPRISE ZONE WITH MAP INSERTION

EXHIBIT A

Greater Redmond Area Enterprise Zone 2020

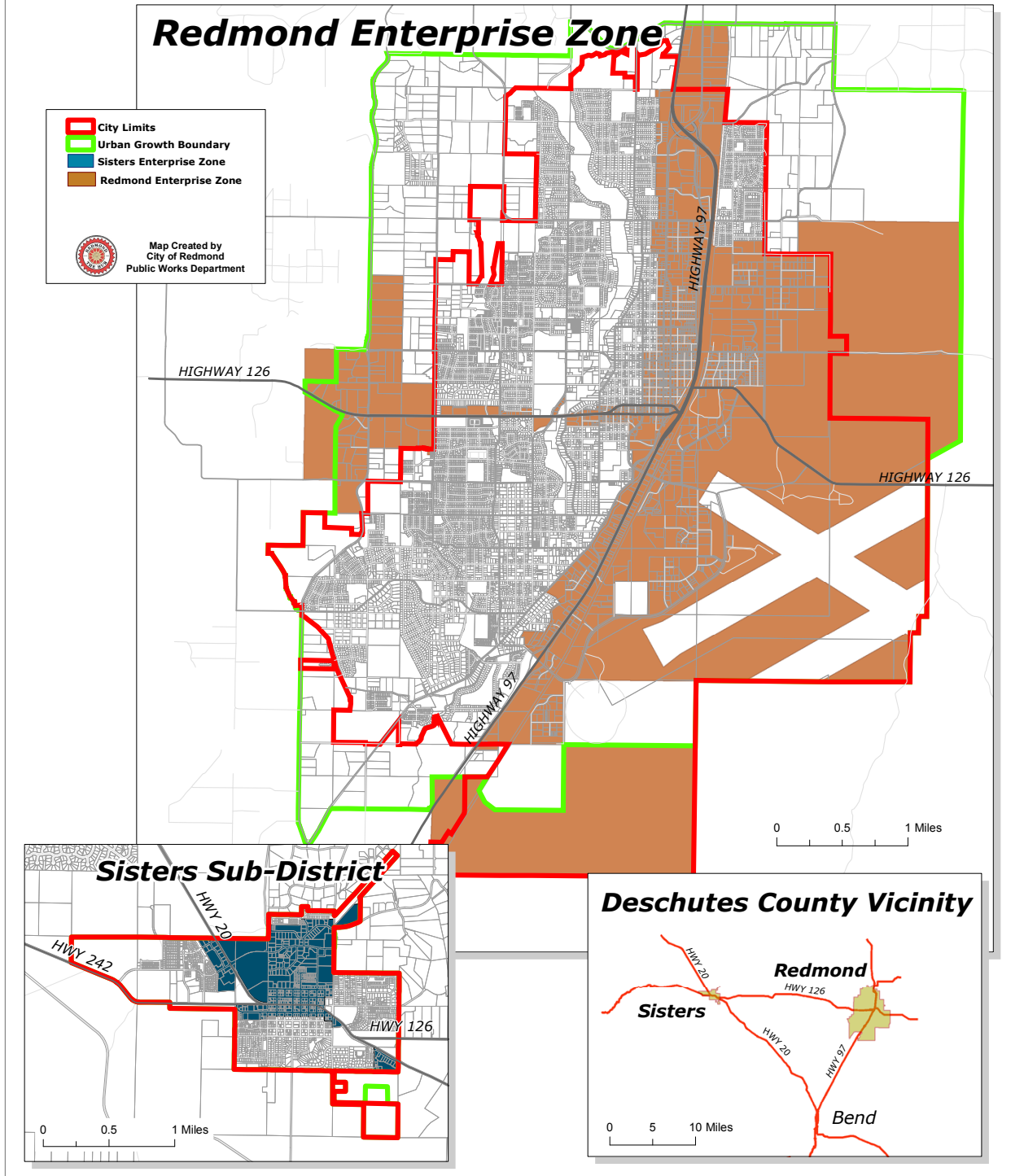


EXHIBIT B

DESCRIPTION FOR THE **CITY OF REDMOND**, LOCATED IN TOWNSHIPS 14 AND 15 SOUTH, RANGE 13 EAST, W.M., SITUATED IN DESCHUTES COUNTY, OREGON, AND BEING THE PROPOSED CITY OF REDMOND ENTERPRISE ZONE, 2020

IN MARCH OF 2009 POVEY AND ASSOCIATES LAND SURVEYING WAS COMMISSIONED BY THE CITY OF REDMOND TO DESCRIBE THE BOUNDARY OF THE CITY'S PROPOSED ENTERPRISE ZONE. THIS DESCRIPTION IS AN UPDATE TO THAT ORIGINAL DESCRIPTION PREPARED BY THE CITY OF REDMOND. THE BOUNDARY DESCRIPTION FOR REDMOND IS UNCHANGED FROM THE 2009 VERSION. THE 2009 DESCRIPTION WAS BASED IN PART ON POVEY'S SURVEY OF THE URBAN GROWTH BOUNDARY, 2005, AND SUBSEQUENT DESCRIPTION OF THE URBAN GROWTH BOUNDARY EXPANSION, 2006.

IN THE FOLLOWING DESCRIPTION SOME ABBREVIATIONS ARE USED: C MEANING CENTER, N FOR NORTH, S FOR SOUTH, E FOR EAST, W FOR WEST, T FOR TOWNSHIP, R FOR RANGE, R/W FOR RIGHT-OF-WAY AND C/L MEANING CENTERLINE.

THIS DOCUMENT IS A LEGAL DESCRIPTION OF THE PROPOSED CITY OF REDMOND ENTERPRISE ZONE, 2020, SITUATED IN DESCHUTES COUNTY, OREGON, ENCOMPASSING AREAS LOCATED IN SECTIONS 33 AND 34, TOWNSHIP 14 SOUTH, RANGE 13 EAST, AND SECTIONS 3, 4, 7, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 32, AND 33, TOWNSHIP 15 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN, SAID ENTERPRISE ZONE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT ONE

COMMENCING AT THE CORNER COMMON TO SAID SECTIONS 28, 29, 32 AND 33, T15S, R13E, THE INITIAL POINT, AS WELL AS THE POINT OF BEGINNING; THENCE S89°49'58"W ALONG THE NORTH LINE OF THE NE1/4 OF THE NE1/4 OF SAID SECTION 32 - 1317.15 FEET TO THE E1/16 CORNER ON THE NORTH LINE OF SAID SECTION 32; THENCE S89°49'41"W ALONG THE NORTH LINE OF THE NW1/4 OF SAID NE1/4 - 1317.21 TO THE N1/4 CORNER OF SAID SECTION 32; THENCE S00°42'13"W ALONG THE EAST LINE OF THE NE1/4 OF THE NW1/4 OF SAID SECTION 32 - 242.06 FEET TO THE SOUTH LINE OF THE NORTH 242 FEET OF SAID NE1/4 NW1/4; THENCE S89°24'30"W ALONG SAID SOUTH LINE - 993.17 FEET TO THE C/L OF STATE HIGHWAY U.S. NO. 97; THENCE N35°08'07"E ALONG SAID 97 C/L - 4480.20 FEET TO THE C/L OF SW YEW AVENUE; THENCE N47°01'39"W ALONG SAID YEW C/L - 358.01 FEET; THENCE N42°58'21"E - 65.00 FEET TO THE NORTHEAST R/W OF SW YEW AVENUE; THENCE N48°39'06"W ALONG SAID R/W - 450.69 FEET; THENCE N85°47'11"W ALONG SAID R/W - 21.36 FEET TO THE PROLONGATION OF THE WEST BOUNDARY OF A PARCEL OF LAND DESCRIBED DESCHUTES COUNTY DEEDS, VOLUME 255, PAGE 2774; THENCE ALONG SAID PROLONGATION AND SAID DEED BOUNDARY AS FOLLOWS: N00°45'07"W - 300.95 FEET; THENCE S89°14'30"W - 160.53 FEET; THENCE N30°48'52"E - 213.33 FEET; THENCE N14°15'48"E - 101.51 FEET TO THE BOUNDARY OF WINDROW ACRES; THENCE LEAVING SAID DEED BOUNDARY AND ALONG SAID WINDROW BOUNDARY AS FOLLOWS: S87°03'07"E - 857.42 FEET; THENCE N25°40'03"E - 284.27 FEET; THENCE N25°49'03"E - 240.11 FEET; THENCE N05°47'03"E - 162.05 FEET; THENCE N08°13'57"W - 188.01 FEET; THENCE N13°49'03"E - 110.85 FEET; THENCE N51°42'03"E - 267.65 FEET; THENCE N59°32'03"E - 91.12 FEET; THENCE N70°17'03"E - 77.95 FEET; THENCE N35°34'57"W - 287.15 FEET; THENCE N65°31'57"W ALONG SAID WINDROW BOUNDARY

SHEET 1 OF 1

**DESCRIPTION - CITY OF REDMOND
PROPOSED ENTERPRISE ZONE, 2020**

AND ITS PROLONGATION - 473.41 FEET TO THE C/L OF SOUTH CANAL BOULEVARD; THENCE LEAVING SAID WINDROW BOUNDARY AND ALONG SAID CANAL C/L AS FOLLOWS: N43°01'42"E - 2517.14 FEET; THENCE 331.67 FEET ALONG THE ARC OF A 1432.40 FOOT RADIUS CURVE, CONCAVE NORTHWEST, THE LONG CHORD OF WHICH BEARS N36°23'42"E - 330.93 FEET; THENCE N29°45'42"E - 1327.90 FEET; THENCE 225.00 FEET ALONG THE ARC OF A 2864.79 FOOT RADIUS CURVE, CONCAVE NORTHWEST, THE LONG CHORD OF WHICH BEARS N27°30'42"E - 224.94 FEET; THENCE N25°15'42"E - 488.00 FEET; THENCE 373.89 FEET ALONG THE ARC OF A 954.93 FOOT RADIUS CURVE, CONCAVE SOUTHEAST, THE LONG CHORD OF WHICH BEARS N36°28'42"E - 371.51 FEET; THENCE N47°41'42"E - 470.74 FEET TO THE EAST LINE OF THE SW1/4 OF SAID SECTION 16, T15S, R13E; THENCE N00°19'29"W ALONG SAID EAST LINE - 1236.53 FEET TO THE C/L OF SW LAVA AVENUE; THENCE S89°48'38"W ALONG SAID LAVA C/L - 155.91 FEET TO THE C/L OF SW 11TH STREET; THENCE N00°11'55"W ALONG SAID 11TH C/L - 1078.40 FEET TO THE C/L OF SW INDIAN AVENUE; THENCE S89°50'11"W ALONG SAID INDIAN C/L - 1173.37 FEET TO THE C/L OF SW 15TH STREET; THENCE S00°33'35"E ALONG SAID 15TH C/L - 142.94 FEET TO THE C/L OF SW JUNIPER AVENUE; THENCE S89°38'36"W ALONG SAID JUNIPER C/L - 1349.51 FEET TO THE EAST LINE OF THE SE1/4 OF SAID SECTION 17, T15S, R13E; THENCE N00°59'49"W ALONG SAID EAST LINE - 376.81 FEET TO THE E1/4 CORNER OF SAID SECTION 17; THENCE S89°53'07"W ALONG THE NORTH LINE OF SAID SE1/4 - 531.87 FEET TO THE C/L OF SW RIMROCK WAY; THENCE ALONG SAID RIMROCK C/L AS FOLLOWS: SOUTH - 53.40 FEET; THENCE 87.46 FEET ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE, CONCAVE NORTHWEST, THE LONG CHORD OF WHICH BEARS S37°00'00"W - 361.09 FEET; THENCE S74°00'00"W - 209.65 FEET; THENCE 345.78 FEET ALONG THE ARC OF A 508.00 FOOT RADIUS CURVE, CONCAVE SOUTHEAST, THE LONG CHORD OF WHICH BEARS S54°30'00"W - 339.15 FEET TO THE C/L OF SW 23RD STREET; THENCE LEAVING SAID RIMROCK C/L AND ALONG SAID 23RD C/L AS FOLLOWS: N55°00'00"W - 62.94 FEET; THENCE 95.43 FEET ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE, CONCAVE NORTHEAST, THE LONG CHORD OF WHICH BEARS N27°39'44"W - 91.85 FEET; THENCE N00°19'29"W - 477.48 FEET TO THE NORTH LINE OF SAID SE1/4; THENCE LEAVING SAID 23RD C/L - S89°53'07"W ALONG SAID NORTH LINE - 1324.44 FEET TO THE C1/4 CORNER OF SAID SECTION 17; THENCE S89°53'47"W ALONG THE NORTH LINE OF THE SE1/4 OF SAID SECTION 17 - 2641.39 FEET TO THE E1/4 CORNER OF SECTION 18, T15S, R13E; THENCE S00°18'27"W ALONG THE EAST LINE OF THE N1/2 OF THE SE1/4 OF SAID SECTION 18 - 1320.60 FEET TO THE S1/16 CORNER ON THE EAST LINE OF SAID SECTION 18; THENCE S00°18'31"W ALONG THE EAST LINE OF THE S1/2 OF SAID SE1/4 - 230.91 FEET TO THE NORTH BOUNDARY OF DESCHUTES COUNTY PARTITION PLAT NO. 2009-07; THENCE ALONG SAID NORTH BOUNDARY AS FOLLOWS: N89°32'52"W - 242.58 FEET; THENCE N00°18'12"E - 171.16 FEET; THENCE N89°32'52"W - 263.49 FEET TO THE WEST BOUNDARY OF SAID PLAT; THENCE LEAVING SAID NORTH BOUNDARY - N03°44'54"W ALONG THE PROLONGATION OF SAID WEST BOUNDARY - 60.16 FEET TO THE NORTH LINE OF SAID S1/2 SE1/4; THENCE N89°31'12"W ALONG SAID NORTH LINE - 2130.42 FEET TO THE C-S1/16 CORNER OF SAID SECTION 18; THENCE S00°13'40"W ALONG THE WEST LINE OF SAID S1/2 SE1/4 - 1323.53 FEET TO THE N1/4 CORNER OF SAID SECTION 19, T15S, R13E; THENCE N89°30'20"W ALONG THE NORTH LINE OF

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**DESCRIPTION - CITY OF REDMOND
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THE NE1/4 OF THE NW1/4 OF SAID SECTION 19 - 143.24 FEET TO THE C/L OF SW HELMHOLTZ WAY; THENCE ALONG SAID HELMHOLTZ C/L AS FOLLOWS: 67.92 FEET ALONG THE ARC OF A NON-TANGENT 716.20 FOOT RADIUS CURVE, CONCAVE NORTHWEST, THE LONG CHORD OF WHICH BEARS S41°17'47"W - 67.89 FEET; THENCE S44°00'46"W - 202.80 FEET; THENCE 399.38 FEET ALONG THE ARC OF A 358.10 FOOT RADIUS CURVE, CONCAVE EAST, THE LONG CHORD OF WHICH BEARS S12°03'46"W - 379.00 FEET; THENCE S19°53'14"E - 379.70 FEET; THENCE 396.67 FEET ALONG THE ARC OF A 1432.39 FOOT RADIUS CURVE, CONCAVE WEST, THE LONG CHORD OF WHICH BEARS S11°57'14"E - 395.40 FEET; THENCE S04°01'14"E - 5.94 FEET TO THE SOUTH LINE OF THE NE1/4 OF THE NW1/4 OF SAID SECTION 19; THENCE LEAVING SAID HELMHOLTZ C/L - N89°38'44"W ALONG SAID SOUTH LINE - 1103.95 FEET TO THE NW1/16 CORNER OF SAID SECTION 19; THENCE N00°40'20"W ALONG THE WEST LINE OF SAID NE1/4 NW1/4 - 1320.67 FEET TO THE W1/16 CORNER ON THE SOUTH LINE OF SAID SECTION 18, T15S, R13E; THENCE N89°30'56"W ALONG THE SOUTH LINE OF GOVERNMENT LOT 4 OF SAID SECTION 18 - 1262.37 FEET TO THE SW CORNER OF SAID SECTION 18; THENCE N00°46'57"E ALONG THE WEST LINE OF THE SW1/4 OF SAID SECTION 18 - 2649.46 FEET TO THE W1/4 CORNER OF SAID SECTION 18; THENCE N00°13'55"W ALONG THE WEST LINE OF THE NW1/4 OF SAID SECTION 18 - 2640.04 FEET TO THE NW CORNER OF SAID SECTION 18; THENCE S89°09'03"E ALONG THE NORTH LINE OF SAID NW1/4 - 2480.40 FEET TO THE C/L OF NW HELMHOLTZ WAY; THENCE ALONG SAID HELMHOLTZ C/L AS FOLLOWS: 313.19 FEET ALONG THE ARC OF A NON-TANGENT 800.00 FOOT RADIUS CURVE, CONCAVE EAST, THE LONG CHORD OF WHICH BEARS N04°42'48"E - 311.19 FEET; THENCE N15°55'42"E - 150.00 FEET; THENCE 240.25 FEET ALONG THE ARC OF A 900.00 FOOT RADIUS CURVE, CONCAVE WEST, THE LONG CHORD OF WHICH BEARS N08°16'52"E - 239.54 FEET; THENCE N00°38'01"E - 466.43 FEET; THENCE 222.69 FEET ALONG THE ARC OF A 1500.00 FOOT RADIUS CURVE, CONCAVE WEST, THE LONG CHORD OF WHICH BEARS N03°37'10"W - 222.48 FEET; THENCE N07°52'20"W - 250.00 FEET; THENCE 249.56 FEET ALONG THE ARC OF A 700.00 FOOT RADIUS CURVE, CONCAVE EAST, THE LONG CHORD OF WHICH BEARS N02°20'28"E - 248.24 FEET; THENCE N12°33'16"E - 150.00 FEET; THENCE 145.64 FEET ALONG THE ARC OF A 700.00 FOOT RADIUS CURVE, CONCAVE WEST, THE LONG CHORD OF WHICH BEARS N06°35'39"E - 145.38 FEET; THENCE N00°38'01"E - 505.28 FEET; THENCE N00°38'04"E - 330.45 FEET TO THE NORTH LINE OF THE S1/2 OF THE S1/2 OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 7, T15S, R13E; THENCE LEAVING SAID HELMHOLTZ C/L - S89°48'58"E ALONG SAID NORTH LINE - 1324.62 FEET TO THE EAST LINE OF SAID S1/2 S1/2 SW1/4 NE1/4; THENCE S00°20'42"W ALONG SAID EAST LINE - 329.83 FEET TO THE C-E1/16 CORNER OF SAID SECTION 7; THENCE S00°41'41"W ALONG THE EAST LINE OF THE W1/2 OF THE SE1/4 OF SAID SECTION 7 - 2676.31 FEET TO THE E1/16 CORNER ON THE NORTH LINE OF SAID SECTION 18, T15S, R13E; THENCE S00°16'16"W ALONG THE WEST LINE OF THE NE1/4 OF THE NE1/4 OF SAID SECTION 18 - 1316.35 FEET TO THE NE1/16 CORNER OF SAID SECTION 18; THENCE S89°33'52"E ALONG THE SOUTH LINE OF SAID NE1/4 NE1/4 - 1321.56 FEET TO THE N1/16 CORNER ON THE EAST LINE OF SAID SECTION 18; THENCE S00°16'50"W ALONG THE EAST LINE OF THE SE1/4 OF SAID NE1/4 - 1264.09 FEET TO THE NORTH R/W OF STATE HIGHWAY NO. 126; THENCE N89°48'15"E ALONG SAID HIGHWAY R/W - 262.11 FEET TO

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**DESCRIPTION - CITY OF REDMOND
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THE BOUNDARY OF MEADOWBROOK ESTATES PHASE II; THENCE ALONG SAID MEADOWBROOK BOUNDARY AS FOLLOWS: N00°16'50"E - 377.26 FEET; THENCE N89°48'15"E - 472.56 FEET; THENCE S02°35'28"E - 36.53 FEET; THENCE N89°48'15"E - 588.56 FEET; THENCE N00°06'32"E - 50.00 FEET; THENCE N89°48'15"E - 727.07 FEET; THENCE N89°28'34"E - 60.57 FEET; THENCE S87°53'38"E - 530.43 FEET; THENCE S00°27'14"W - 164.52 FEET TO THE PROLONGATION OF THE NORTH LINE OF LOT 4, BLOCK 6, NOLANS ADDITION PHASE III; THENCE LEAVING SAID MEADOWBROOK BOUNDARY - N89°47'42"E ALONG SAID PROLONGATION AND ALONG SAID NORTH LINE - 150.47 FEET; THENCE S53°20'06"E - 50.00 FEET TO THE C/L OF SW GLACIER PLACE; THENCE N89°47'42"E ALONG SAID GLACIER C/L AND ITS PROLONGATION - 673.70 FEET TO THE WEST LINE OF LOT 13 OF SAID BLOCK 6; THENCE N00°12'18"W ALONG SAID WEST LINE - 130.00 FEET TO THE NORTH LINE OF SAID LOT 13; THENCE N89°47'42"E ALONG SAID NORTH LINE AND ITS PROLONGATION - 459.27 FEET TO THE C/L OF SW 23RD STREET; THENCE S00°06'53"W ALONG SAID 23RD C/L - 310.14 FEET TO THE NORTH R/W OF STATE HIGHWAY NO. 126; THENCE N89°22'01"E ALONG SAID HIGHWAY R/W - 821.59 TO THE EAST R/W OF SW RIMROCK WAY; THENCE ALONG SAID RIMROCK R/W AS FOLLOWS: N00°38'13"W - 44.79 FEET; THENCE 210.61 FEET ALONG THE ARC OF A 328.10 FOOT RADIUS CURVE, CONCAVE EAST, THE LONG CHORD OF WHICH BEARS N18°12'11"E - 207.02 FEET; THENCE N36°00'00"E - 596.31 FEET; THENCE 109.87 FEET ALONG THE ARC OF A 602.46 FOOT RADIUS CURVE, CONCAVE NORTHWEST, THE LONG CHORD OF WHICH BEARS N31°35'54"E - 109.72 FEET TO THE WEST LINE OF THE EAST 30 FEET OF THE SE1/4 OF THE NE1/4 OF SAID SECTION 17, T15S, R13E; THENCE LEAVING SAID RIMROCK R/W - S00°00'23"W ALONG SAID WEST LINE - 256.73 FEET TO THE TOP OF THE WEST RIM OF THE DRY CANYON; THENCE ALONG THE TOP OF SAID RIM AS FOLLOWS: S22°09'43"W - 26.83 FEET; THENCE S48°15'34"W - 88.61 FEET; THENCE S50°34'55"W - 131.67 FEET; THENCE S22°15'20"W - 159.15 FEET; THENCE S28°52'48"W - 79.98 FEET; THENCE S15°00'42"W - 113.04 FEET; THENCE 31°42'54"W - 69.62 FEET TO THE NORTH R/W OF STATE HIGHWAY NO. 126; THENCE LEAVING THE TOP OF SAID RIM - N78°30'45"E ALONG SAID HIGHWAY R/W - 105.31 FEET; THENCE N85°23'54"E ALONG SAID HIGHWAY R/W - 412.25 FEET; THENCE N68°24'35"E - 481.24 FEET TO THE INTERSECTION OF THE C/L OF SW PARKWAY DRIVE AND THE PROLONGATION OF THE SOUTH LINE OF BLOCK 5, PARKWAY ADDITION; THENCE S89°29'09"E ALONG SAID PROLONGATION AND ALONG SAID SOUTH LINE - 651.01 FEET TO THE SE CORNER OF SAID BLOCK 5; THENCE N00°09'21"W ALONG THE EAST LINE OF SAID BLOCK 5 - 198.86 FEET TO THE PROLONGATION OF THE C/L OF SW GLACIER AVENUE; THENCE N89°48'47"E ALONG SAID PROLONGATION AND ALONG SAID GLACIER C/L - 1847.11 FEET TO THE C/L OF SW 9TH STREET; THENCE N00°10'09"W ALONG SAID 9TH C/L - 2161.13 FEET TO THE C/L OF WEST ANTLER AVENUE; THENCE N89°50'36"E ALONG SAID ANTLER C/L - 559.40 FEET TO THE C/L OF NW 7TH STREET; THENCE N00°08'06"W ALONG SAID 7TH C/L - 3960.08 FEET TO THE C/L OF NW KINGWOOD AVENUE; THENCE N89°47'14"W ALONG SAID KINGWOOD C/L - 271.51 FEET TO THE C/L OF NW 8TH STREET; THENCE N00°20'58"E ALONG SAID 8TH C/L - 1316.21 FEET TO THE C/L OF NW MAPLE AVENUE; THENCE N89°51'43"E ALONG SAID MAPLE C/L - 274.02 FEET TO THE PROLONGATION OF THE WEST LINE OF LOT 66, THE MEADOWS PHASE I; THENCE N00°25'26"E ALONG SAID PROLONGATION, ALONG SAID WEST

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**DESCRIPTION - CITY OF REDMOND
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LINE, ALONG THE EAST LINE OF LOT 41, THE MEADOWS PHASE I, AND ALONG THE EAST BOUNDARY OF THE MEADOWS PHASE II - 987.90 FEET TO THE NORTH BOUNDARY OF THE MEADOWS PHASE II; THENCE S89°51'43"W ALONG SAID NORTH BOUNDARY - 112.15 FEET; THENCE N00°25'08"E - 330.17 FEET TO THE SE CORNER OF JUSTIN GLENN PHASE I; THENCE N00°25'08"E ALONG THE EAST BOUNDARIES OF JUSTIN GLENN PHASE I, PHASE II AND PHASE III - 988.48 FEET TO THE NORTH BOUNDARY OF JUSTIN GLENN PHASE III; THENCE S89°51'12"W ALONG SAID NORTH BOUNDARY - 188.35 FEET TO THE EAST BOUNDARY OF HERITAGE RANCH; THENCE N00°40'20"E ALONG SAID EAST BOUNDARY - 329.42 FEET TO THE C/L OF NW QUINCE AVENUE; THENCE N89°51'43"E ALONG SAID QUINCE C/L - 173.74 FEET TO THE SW CORNER OF HAYDEN ACRES PHASE 4; THENCE N00°42'06"E ALONG THE WEST BOUNDARY OF HAYDEN ACRES PHASE 4 - 208.89 FEET; THENCE NORTH ALONG SAID WEST BOUNDARY AND ITS PROLONGATION - 1106.16 FEET TO THE C/L OF NW SPRUCE AVENUE; THENCE N89°41'10"E ALONG SAID SPRUCE C/L - 110.63 FEET TO THE PROLONGATION OF THE EAST BOUNDARY OF PINE TREE MEADOWS PHASE 2; THENCE N00°41'14"E ALONG SAID PROLONGATION AND ALONG SAID EAST BOUNDARY - 999.51 FEET TO THE NORTH BOUNDARY OF PINE TREE MEADOWS PHASE 2; THENCE S89°35'57"W ALONG SAID NORTH BOUNDARY - 161.09 FEET TO THE C/L OF NW 8TH STREET; THENCE N00°41'14"E ALONG THE PROLONGATION OF SAID 8TH C/L - 332.98 FEET TO THE NORTH LINE OF GOVERNMENT LOT 2 OF SAID SECTION 4, T15S, R13E; THENCE N89°33'31"E ALONG SAID NORTH LINE - 549.16 FEET TO THE E1/16 CORNER ON THE NORTH LINE OF SAID SECTION 4; THENCE N89°33'28"E ALONG THE NORTH LINE OF GOVERNMENT LOT 1 OF SAID SECTION 4 - 214.69 FEET TO THE C/L OF STATE HIGHWAY U.S. NO. 97; THENCE N08°02'38"E ALONG SAID 97 C/L - 2654.33 FEET TO THE NORTH LINE OF THE SE1/4 OF SAID SECTION 33, T14S, R13E; THENCE N89°57'27"E ALONG SAID NORTH LINE - 743.15 FEET TO THE W1/4 CORNER OF SAID SECTION 34, T14S, R13E; THENCE N89°51'54"E ALONG THE NORTH LINE OF THE SW1/4 OF SAID SECTION 34 - 978.65 FEET TO THE WEST R/W OF THE BURLINGTON NORTHERN - SANTA FE (BNSF) RAILROAD; THENCE ALONG SAID BNSF R/W AND 1341.50 FEET ALONG THE ARC OF A NON-TANGENT 5679.65 FOOT RADIUS CURVE, CONCAVE WEST, THE LONG CHORD OF WHICH BEARS S02°24'20"E - 1338.38 FEET; THENCE S04°21'40"W ALONG SAID BNSF R/W - 7618.11 FEET TO THE PROLONGATION OF THE C/L OF NE KILNWOOD PLACE; THENCE N89°48'56"E ALONG SAID PROLONGATION AND ALONG SAID KILNWOOD C/L - 830.00 FEET TO THE C/L OF NE 5TH STREET; THENCE N00°42'48"W ALONG SAID 5TH C/L - 230.57 FEET TO THE PROLONGATION OF THE NORTH BOUNDARY OF DESCHUTES COUNTY PARTITION PLAT NO. 2005-52; THENCE N89°48'32"E ALONG SAID PROLONGATION AND ALONG SAID NORTH BOUNDARY - 1296.99 FEET TO THE WEST LINE OF THE NW1/4 OF THE NE1/4 OF SAID SECTION 10, T15S, R13E; THENCE S00°10'34"E ALONG SAID WEST LINE - 530.47 FEET TO THE C-N1/16 CORNER OF SAID SECTION 10; THENCE N89°49'05"E ALONG THE SOUTH LINE OF SAID NW1/4 NE1/4 - 1323.00 FEET TO THE NE1/16 CORNER OF SAID SECTION 10; THENCE N00°14'48"W ALONG THE EAST LINE OF SAID NW1/4 NE1/4 - 1319.99 FEET TO THE E1/16 CORNER ON THE NORTH LINE OF SAID SECTION 10; THENCE N89°48'40"E ALONG THE NORTH LINE OF THE NE1/4 OF SAID NE1/4 - 1321.38 FEET TO THE NW CORNER OF SAID SECTION 11, T15S, R13E; THENCE S89°53'31"E ALONG THE NORTH LINE OF THE NW1/4 OF SAID SECTION 11 - 2633.02 FEET TO THE

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N1/4 CORNER OF SAID SECTION 11; THENCE S89°51'13"E ALONG THE NORTH LINE OF THE NE1/4 OF SAID SECTION 11 - 2626.92 FEET TO THE NE CORNER OF SAID SECTION 11; THENCE S00°02'46"E ALONG THE EAST LINE OF SAID NE1/4 - 2645.56 FEET TO THE E1/4 CORNER OF SAID SECTION 11; THENCE S00°26'13"E ALONG THE EAST LINE OF THE SE1/4 OF SAID SECTION 11 - 2640.43 FEET TO THE NE CORNER OF SAID SECTION 14, T15S, R13E; THENCE S00°06'51"E ALONG THE EAST LINE OF THE NE1/4 OF SAID SECTION 14 - 2640.56 FEET TO THE E1/4 CORNER OF SAID SECTION 14; THENCE S00°11'31"E ALONG THE EAST LINE OF THE SE1/4 OF SAID SECTION 14 - 844.28 FEET TO A LINE THAT IS PARALLEL WITH AND 1225 FEET NORTHWEST OF THE C/L OF RUNWAY 4-22 OF THE REDMOND MUNICIPAL AIRPORT; THENCE S60°19'53"W ALONG SAID PARALLEL LINE - 1505.90 FEET TO THE WEST LINE OF THE SE1/4 OF SAID SE1/4; THENCE S00°12'47"E ALONG SAID WEST LINE - 1048.13 FEET TO THE E1/16 CORNER ON THE NORTH LINE OF SAID SECTION 23, T15S, R13E; THENCE S00°08'22"E ALONG THE EAST LINE OF THE W1/2 OF THE NE1/4 OF SAID SECTION 23 - 2642.42 FEET TO THE C-E1/16 CORNER OF SAID SECTION 23; THENCE S00°08'22"E ALONG THE EAST LINE OF THE W1/2 OF THE SE1/4 OF SAID SECTION 23 - 2642.51 FEET TO THE E1/16 CORNER ON THE NORTH LINE OF SAID SECTION 26, T15S, R13E; THENCE S89°33'00"W ALONG THE NORTH LINE OF THE NE1/4 OF THE NW1/4 OF THE NE1/4 OF SAID SECTION 26 - 327.31 FEET TO THE EAST LINE OF THE W1/2 OF SAID NE1/4 NW1/4 NE1/4; THENCE S00°06'05"E ALONG SAID EAST LINE - 661.70 FEET TO THE SOUTH LINE OF SAID W1/2 NE1/4 NW1/4 NE1/4; THENCE S89°35'17"W ALONG SAID SOUTH LINE - 328.34 FEET TO THE EAST LINE OF THE SW1/4 OF SAID NW1/4 NE1/4; THENCE S00°00'43"E ALONG SAID EAST LINE - 661.49 FEET TO THE NE CORNER OF THE W1/2 OF THE SW1/4 OF SAID NE1/4; THENCE S00°00'43"E ALONG THE EAST LINE OF SAID W1/2 SW1/4 NE1/4 - 1322.98 FEET TO THE SOUTH LINE OF SAID W1/2 SW1/4 NE1/4; THENCE S89°42'00"W ALONG SAID SOUTH LINE - 662.87 FEET TO THE C1/4 CORNER OF SAID SECTION 26; THENCE S89°42'00"W ALONG THE SOUTH LINE OF THE NW1/4 OF SAID SECTION 26 - 2628.31 FEET TO THE E1/4 CORNER OF SAID SECTION 27, T15S, R13E; THENCE N89°47'56"W ALONG THE NORTH LINE OF THE S1/2 OF SAID SECTION 27 - 5320.07 FEET TO THE E1/4 CORNER OF SAID SECTION 28, T15S, R13E; THENCE N89°58'38"W ALONG THE NORTH LINE OF THE S1/2 OF SAID SECTION 28 - 5304.48 FEET TO THE W1/4 CORNER OF SAID SECTION 28; THENCE S00°07'50"E ALONG THE WEST LINE OF SAID S1/2 - 2631.74 FEET TO THE POINT OF BEGINNING.

THE SAME CONTAINING 6855.4 ACRES

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**DESCRIPTION - CITY OF REDMOND
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EXCEPTION ONE TO TRACT ONE

COMMENCING AT THE SW CORNER OF SECTION 28, T15S, R13E, THE INITIAL POINT; THENCE N00°07'50"W ALONG THE WEST LINE OF THE S1/2 OF SAID SECTION 28 - 2631.74 FEET TO THE W1/4 CORNER OF SAID SECTION 28; THENCE S89°58'38"E ALONG THE NORTH LINE OF SAID S1/2 - 5304.48 FEET TO THE W1/4 CORNER OF SAID SECTION 27, T15S, R13E; THENCE S89°47'56"E ALONG THE SOUTH LINE OF THE N1/2 OF SAID SECTION 27 - 1903.02 FEET TO THE BUILDING

RESTRICTION LINES (BRLs) AND THE BOUNDARIES OF THE RUNWAY

PROTECTION ZONES (RPZs) OF THE REDMOND MUNICIPAL AIRPORT, AND TO THE POINT OF BEGINNING; THENCE ALONG SAID BRLs AND RPZs AS FOLLOWS: N60°19'53"E - 5795.00 FEET; THENCE N58°08'00"W - 2502.53 FEET; THENCE S60°19'53"W - 6295.07 FEET; THENCE S51°48'02"W - 842.66 FEET; THENCE N29°40'07"W - 1750.00 FEET; THENCE N68°51'43"E - 842.66 FEET; THENCE

N60°19'53"E - 5481.84 FEET; THENCE N58°08'00"W - 3946.73 FEET; THENCE N31°52'00"E - 1500.00 FEET; THENCE S58°08'00"E - 4759.96 FEET; THENCE N60°19'53"E - 5068.54 FEET TO THE WEST LINE OF THE SE1/4 OF THE SE1/4 OF SAID SECTION 14, T15S, R13E; THENCE LEAVING SAID BRLs AND RPZs - S00°12'47"E ALONG SAID WEST LINE - 502.62 FEET TO THE E1/16 CORNER ON THE

NORTH LINE OF SAID SECTION 23, T15S, R13E; THENCE S00°08'22"E ALONG THE EAST LINE OF THE W1/2 OF THE NE1/4 OF SAID SECTION 23 - 1220.95 FEET TO SAID BRLs AND RPZs; THENCE ALONG SAID BRLs AND RPZs AS FOLLOWS: S60°19'53"W - 3406.37 FEET; THENCE S58°08'00"E - 2502.53 FEET; THENCE N60°19'53"E - 739.25 FEET; THENCE N51°48'02"E - 252.17 FEET TO THE EAST

LINE OF THE W1/2 OF THE SE1/4 OF SAID SECTION 23; THENCE LEAVING SAID BRLs AND RPZs - S00°08'22"E ALONG SAID EAST LINE - 1578.55 FEET TO THE E1/16 CORNER ON THE NORTH LINE OF SAID SECTION 26, T15S, R13E; THENCE S89°33'00"W ALONG THE NORTH LINE OF THE NE1/4 OF THE NW1/4 OF THE NE1/4 OF SAID SECTION 26 - 327.31 FEET TO THE EAST LINE OF THE W1/2 OF SAID NE1/4 NW1/4 NE1/4; THENCE S00°06'05"E ALONG SAID EAST LINE - 661.70 FEET TO THE SOUTH LINE OF SAID W1/2 NE1/4 NW1/4 NE1/4; THENCE S89°35'17"W ALONG SAID SOUTH LINE - 328.34 FEET TO THE EAST LINE OF THE SW1/4 OF SAID NW1/4 NE1/4; THENCE S00°00'43"E ALONG SAID EAST LINE - 160.95 FEET TO SAID BRLs AND RPZs; THENCE N58°08'00"W ALONG SAID BRLs AND RPZs - 263.05 FEET; THENCE S60°19'53"W ALONG SAID BRLs AND RPZs - 3996.47 FEET TO THE SOUTH LINE OF THE N1/2 OF SAID SECTION 27; THENCE N89°47'56"W ALONG SAID SOUTH LINE - 3011.86 FEET TO THE POINT OF BEGINNING.

THE SAME CONTAINING 906.8 ACRES.

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**DESCRIPTION - CITY OF REDMOND
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EXCEPTION TWO TO TRACT ONE

COMMENCING AT THE SW CORNER OF SECTION 28, T15S, R13E, THE INITIAL POINT; THENCE N26°53'37"E - 5875.97 FEET TO THE S1/4 CORNER OF SAID SECTION 21, T15S, R13E, AND TO THE POINT OF BEGINNING; THENCE N89°12'52"W ALONG THE SOUTH LINE OF THE SE1/4 OF THE SW1/4 OF SAID SECTION 21 - 658.89 FEET TO THE WEST LINE OF THE E1/2 OF SAID SE1/4 SW1/4; THENCE

N00°01'52"W ALONG SAID WEST LINE - 1332.99 FEET TO THE NORTH LINE OF SAID E1/2 SE1/4 SW1/4; THENCE S89°39'31"E ALONG SAID NORTH LINE - 659.70 FEET TO THE C-S1/16 CORNER OF SAID SECTION 21; THENCE N89°40'41"E ALONG THE NORTH LINE OF THE SW1/4 OF THE SE1/4 OF SAID SECTION 21 - 663.29 FEET TO THE EAST LINE OF THE W1/2 OF SAID SW1/4 SE1/4; THENCE S00°01'48"W ALONG SAID EAST LINE - 1335.03 FEET TO THE SOUTH LINE OF SAID W1/2 SW1/4 SE1/4; THENCE S89°24'48"W ALONG SAID SOUTH LINE - 662.76 FEET TO THE POINT OF BEGINNING.

THE SAME CONTAINING 40.6 ACRES.

TRACT TWO

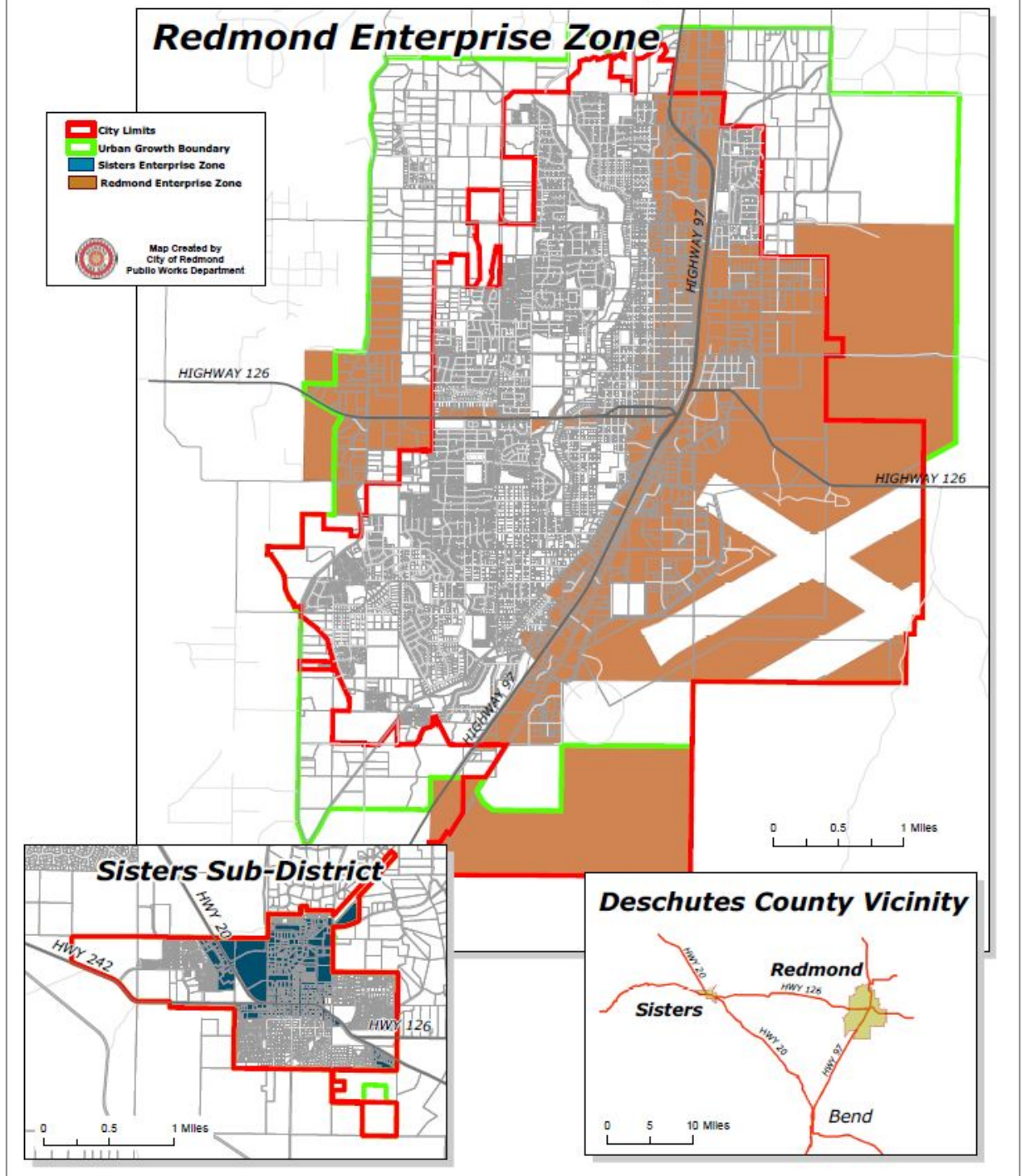
COMMENCING AT THE CORNER COMMON TO SAID SECTIONS 28, 29, 32 AND 33, T15S, R13E, THE INITIAL POINT, AS WELL AS THE POINT OF BEGINNING; THENCE S89°54'33"E ALONG THE NORTH LINE OF THE NW1/4 OF SAID SECTION 33 - 2643.74 FEET TO THE N1/4 CORNER OF SAID SECTION 33; THENCE S89°59'22"E ALONG THE NORTH LINE OF THE NE1/4 OF SAID SECTION 33 - 2642.62 FEET TO THE NE CORNER OF SAID SECTION 33; THENCE S00°17'41"W ALONG THE EAST LINE OF SAID SECTION 33 - 5268.64 FEET TO THE SE CORNER OF SAID SECTION 33; THENCE S89°53'38"W ALONG THE SOUTH LINE OF SAID SECTION 33 - 5296.51 FEET TO THE SE CORNER OF SAID SECTION 32; THENCE S89°53'39"W ALONG THE SOUTH LINE OF THE SE1/4 OF SAID SECTION 32 - 2657.91 FEET TO THE S1/4 CORNER OF SAID SECTION 32; THENCE S89°56'48"W ALONG THE SOUTH LINE OF THE SW1/4 OF SAID SECTION 32 - 2653.55 FEET TO THE SW CORNER OF SAID SECTION 32; THENCE N01°27'37"E ALONG THE WEST LINE OF SAID SW1/4 - 2636.56 FEET TO THE W1/4 CORNER OF SAID SECTION 32; THENCE N00°19'12"W ALONG THE WEST LINE OF THE S1/2 OF THE NW1/4 OF SAID SECTION 32 - 1310.05 FEET TO THE N1/16 CORNER ON THE WEST LINE OF SAID SECTION 32; THENCE N89°38'53"E ALONG THE NORTH LINE OF SAID S1/2 NW1/4 - 2220.69 FEET TO THE NORTHWEST R/W OF THE BNSF RAILROAD; THENCE S32°02'14"W ALONG SAID BNSF R/W - 688.45 FEET TO THE C/L OF THE BONNEVILLE POWER ADMINISTRATION (BPA) REDMOND - BURNS POWER TRANSMISSION LINE; THENCE S27°10'49"E ALONG SAID BPA C/L - 513.66 FEET; THENCE S52°24'55"E ALONG SAID BPA C/L - 455.73 FEET TO THE SOUTH LINE OF THE SE1/4 OF SAID NW1/4; THENCE N89°52'40"E ALONG SAID SOUTH LINE - 170.80 FEET TO THE C1/4 CORNER OF SAID SECTION 32; THENCE S89°59'53"E ALONG THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 32 - 2659.49 FEET TO THE E1/4 CORNER OF SAID SECTION 32; THENCE N00°09'28"E ALONG THE EAST LINE OF SAID NE1/4 - 2649.32 FEET TO THE POINT OF BEGINNING.

THE SAME CONTAINING 1022.6 ACRES.

SHEET 8 OF 11

DESCRIPTION - CITY OF REDMOND
PROPOSED ENTERPRISE ZONE, 2020

Greater Redmond Area Enterprise Zone 2020



SHEET 9 OF 11

DESCRIPTION FOR THE **CITY OF SISTERS**, LOCATED IN TOWNSHIP 15 SOUTH, RANGE 10 EAST, W.M., SITUATED IN DESCHUTES COUNTY, OREGON, AND BEING THE PROPOSED CITY OF SISTERS ENTERPRISE ZONE, 2020

PARCELS OF LAND SITUATED IN THE WEST HALF OF SECTION 4, THE SOUTHEAST QUARTER OF SECTION 5, THE NORTHEAST QUARTER OF SECTION 8 AND THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 15 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, CITY OF SISTERS, DESCHUTES COUNTY, OREGON. SAID PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1: BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 4; THENCE NORTHERLY, ALONG THE WEST LINE OF SAID SECTION, TO THE SOUTHWEST CORNER OF TRACT A, THREE SISTERS BUSINESS PARK - PHASE 1, A SUBDIVISION OF RECORD; THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID TRACT A, TO THE SOUTHEAST CORNER THEREOF, ALSO BEING A POINT ON THE WEST LINE OF SUN RANCH - PHASE 1, A SUBDIVISION OF RECORD; THENCE NORTHERLY, ALONG SAID WEST LINE, TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINES OF LOTS 6, 9, 10 AND 11, SUN RANCH - PHASE 1; THENCE EASTERLY, ALONG SAID EXTENDED LINE, AND THE NORTH LINE OF SAID LOTS 6, 9, 10 AND 11 AND THE EASTERLY EXTENSION THEREOF, TO A POINT ON THE EAST BOUNDARY OF SAID SUN RANCH, ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF CAMP POLK ROAD; THENCE SOUTHERLY, ALONG SAID EAST BOUNDARY AND WEST RIGHT-OF-WAY LINE, TO THE SOUTHEAST CORNER OF TRACT B, SUN RANCH - PHASE 1; THENCE WESTERLY, ALONG THE BOUNDARY OF SAID TRACT B, TO AN ANGLE POINT THEREON; THENCE SOUTHERLY, ALONG THE BOUNDARY OF SAID TRACT B, TO AN ANGLE POINT THEREON; THENCE WESTERLY, ALONG THE BOUNDARY OF SAID TRACT B, TO THE NORTHEAST CORNER OF THAT PORTION OF PARCEL 1, PARTITION PLAT NO. 2000-07, LYING NORTH OF BARCLAY DRIVE; THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID PARCEL 1, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BARCLAY DRIVE; THENCE WESTERLY, ALONG SAID NORTH RIGHT-OF-WAY LINE, TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF LARCH STREET; THENCE SOUTHERLY, ALONG SAID EXTENDED LINE AND THE WEST RIGHT-OF-WAY LINE OF LARCH STREET, TO THE NORTHEAST CORNER OF PARCEL 2, PARTITION PLAT NO. 2001-01; THENCE WESTERLY, ALONG THE NORTH LINE OF SAID PARCEL 2, AND THE WESTERLY EXTENSION THEREOF, TO A POINT ON THE EASTERLY BOUNDARY OF SISTERS INDUSTRIAL PARK, FIRST ADDITION, A SUBDIVISION OF RECORD; THENCE SOUTHWESTERLY, ALONG SAID EASTERLY BOUNDARY, TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN DOCUMENT NO. 1997-41669, DESCHUTES COUNTY OFFICIAL RECORDS; THENCE SOUTHERLY, ALONG THE EAST BOUNDARY OF SAID PARCEL, TO THE SOUTHEAST CORNER THEREOF; THENCE WESTERLY, ALONG THE SOUTH BOUNDARY OF SAID PARCEL, TO THE SOUTHWEST CORNER THEREOF; THENCE NORTHERLY, ALONG THE WEST BOUNDARY OF SAID PARCEL, TO THE SOUTHEAST CORNER OF LOT 6, BLOCK 1, SISTERS INDUSTRIAL PARK, A SUBDIVISION OF RECORD; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID SISTERS INDUSTRIAL PARK, TO THE SOUTHWEST CORNER THEREOF, ALSO BEING A POINT ON THE WEST LINE OF SAID SECTION 4; THENCE NORTHERLY, ALONG THE WEST LINE OF SAID SECTION 4, TO THE POINT OF BEGINNING. EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE RIGHT-OF-WAY LINE OF PINE STREET.

SHEET 10 OF 11

**DESCRIPTION - CITY OF SISTERS
PROPOSED ENTERPRISE ZONE, 2020**

PARCEL 2: ALL THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 5 LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 20 AND WEST OF THE WEST RIGHT-OF-WAY LINE OF PINE STREET.

PARCEL 3: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, SISTERS INDUSTRIAL PARK, A SUBDIVISION OF RECORD; THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID SISTERS INDUSTRIAL PARK, TO THE SOUTHEAST CORNER OF LOT 6, SAID BLOCK 1, ALSO BEING A POINT ON THE BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 1997-41669, DESCHUTES COUNTY OFFICIAL RECORDS; THENCE SOUTHERLY, ALONG THE WEST LINE OF SAID PARCEL, TO THE SOUTHWEST CORNER HEREOF; THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID PARCEL, TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHERLY, ALONG THE EAST LINE OF SAID PARCEL, TO THE NORTHEAST CORNER THEREOF, ALSO BEING A POINT ON THE EAST LINE OF SISTERS INDUSTRIAL PARK, FIRST ADDITION, A SUBDIVISION OF RECORD; THENCE NORTHEASTERLY, ALONG SAID EAST LINE, TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF PARCEL 2, PARTITION PLAT NO. 2001-01; THENCE EASTERLY, ALONG SAID EXTENDED LINE AND THE NORTH LINE OF SAID PARCEL 2 AND THE EASTERLY EXTENSION THEREOF, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF LARCH STREET; THENCE NORTHERLY, ALONG SAID EAST RIGHT-OF-WAY LINE AND THE EXTENSION THEREOF, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BARCLAY DRIVE; THENCE EASTERLY, ALONG SAID NORTH RIGHT-OF-WAY LINE, TO THE SOUTHEAST CORNER OF THAT PORTION OF PARCEL 1, PARTITION PLAT NO. 2000-07 LYING NORTH OF BARCLAY DRIVE; THENCE NORTHERLY, ALONG THE EAST BOUNDARY OF SAID PARCEL 1, TO THE NORTHEAST CORNER THEREOF, ALSO BEING A POINT ON THE SOUTH BOUNDARY OF TRACT B, SUN RANCH - PHASE 1, A SUBDIVISION OF RECORD; THENCE EASTERLY, ALONG THE SOUTH BOUNDARY OF SAID TRACT B, TO AN ANGLE POINT THEREON; THENCE NORTHERLY, ALONG THE BOUNDARY OF SAID TRACT B, TO AN ANGLE POINT THEREON; THENCE EASTERLY, ALONG THE BOUNDARY OF SAID TRACT B, TO THE SOUTHEAST CORNER THEREOF ON THE WEST RIGHT-OF-WAY LINE OF CAMP POLK ROAD; THENCE SOUTHERLY, ALONG THE WEST RIGHT-OF-WAY LINE OF CAMP POLK ROAD/LOCUST STREET, TO THE NORTH RIGHT-OF-WAY LINE OF MAIN AVENUE; THENCE WESTERLY, ALONG SAID NORTH RIGHT-OF-WAY LINE, TO THE EAST RIGHT-OF-WAY LINE OF PINE STREET; THENCE NORTHERLY, ALONG SAID EAST RIGHT-OF-WAY LINE, TO THE POINT OF BEGINNING.

PARCEL 4: ALL THAT PORTION OF THE NORTHEAST QUARTER OF SAID SECTION 8 LYING NORTH OF THE SOUTH BOUNDARY AND EAST OF THE WEST BOUNDARY OF NEW SISTERS VILLAGE, A SUBDIVISION OF RECORD; EXCEPTING THEREFROM THOSE PORTIONS LYING WITHIN THE RIGHTS-OF-WAY OF SOUTH PINE STREET, WEST WASHINGTON AVENUE AND HIGHWAY 242.

PARCEL 5: ALL THAT PORTION OF THE NORTHEAST QUARTER OF SAID SECTION 9 LYING EAST OF THE WEST BOUNDARY OF FIVEPINE, A SUBDIVISION OF RECORD, AND SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 20.

SHEET 11 OF 11



Greater Redmond Enterprise Zone

Resc

20-04



Redmond City Council
May 12, 2020



TOPICS:

- History of the program
- How it works
- Local Benefits
- Accounting for UGB amendments
- Map
- Resolution

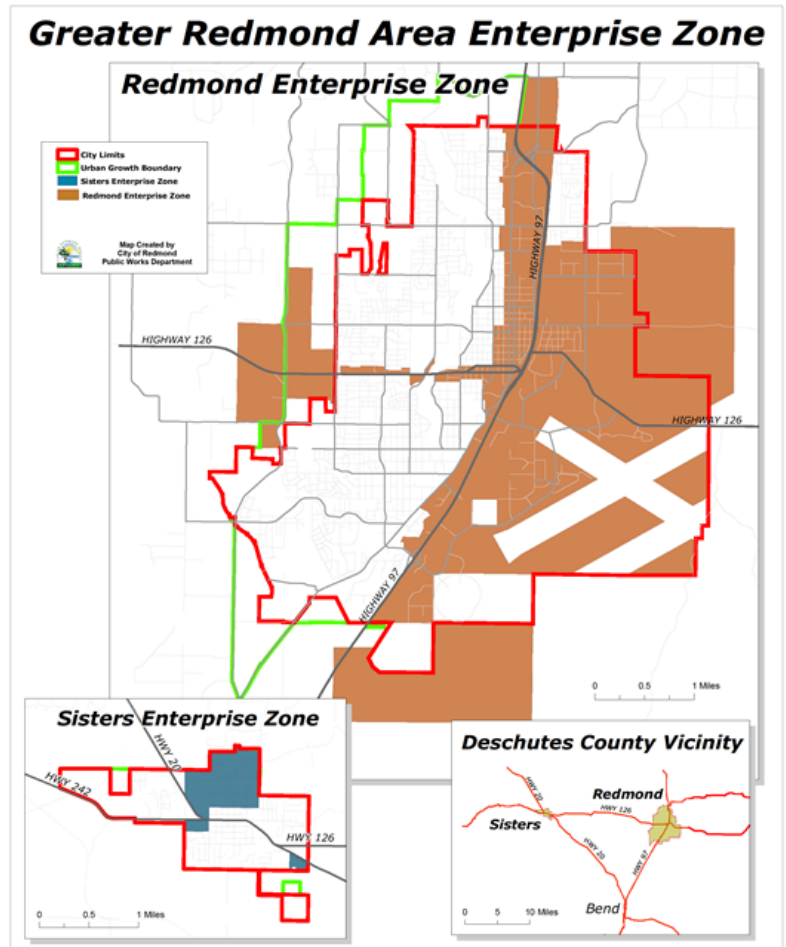


Enterprise Zone Program Overview

- Established in 1988
- Renewed in 1998 and 2009
- Applications for renewal are due June 30, 2019

Summary of success (1988 – 2019):

- 154 firms
- 3,373 jobs
- \$165,560,435 in investment





Oregon Enterprise Zone (ORS 285C)

Tax abatement on new plant and/or equipment investments for new or expanding “traded-sector” businesses (non-retail) in and Enterprise Zone

3-Year Program

- \$50,000 minimum investment
- 10% new job creation for existing firms, one new job for new firms

5-Year Program

- Same as above, however, average compensation for net new jobs need to exceed 150% of County median income (\$68,357) (through Nov. 2020)

73 Zones Statewide; no longer a limit to number of zones



Overview
The Greater Redmond Area Enterprise Zone (E-Zone) incentive program encourages economic development by waiving property taxes on declared investments for eligible businesses for three years and reduces or waives many City fees. The property tax waiver may be extended to five years if the qualifying company creates jobs compensated at 150% of Deschutes County's annual wage as published by the Oregon Employment Department.

The Redmond Enterprise Zone was established in 1988, renewed in 1998, and reconfigured in 2009 to include the City of Salem. It is one of the most successful rural Enterprise Zones in the State of Oregon.

Tax Incentives
Standard Abatement
The economic development incentive offers 100% property tax relief on normally assessed significant new plant and/or equipment. Abatement lasts for three years after the property has been placed in service.

Extended Abatement
Local sponsors may extend the standard exemption to four or five consecutive years if the qualifying company creates jobs compensated at 150% of Deschutes County's annual wage.

Super Enterprise Zone
An additional provision allows zone sponsors (Cities of Redmond and Salem, and Deschutes County) to exempt larger scale projects for a period of 7 to 15 years. In addition to property tax abatement, participants are also eligible for income and payroll tax credits based on employment. While each project is evaluated individually, minimum levels of investment, employment and compensation are outlined at right.

Eligibility
Enterprise zone policy focuses on "for profit" business operations that do not compete significantly with the local economy. Eligible businesses provide goods, products or services to other business operations or organizations. This includes not only conventional manufacturing and industrial activities, but also processing plants, distribution centers, maintenance facilities, warehouses and even operations that handle bulk clerical tasks or post-sale technical support.

Eligible businesses must invest in new property or equipment not already on the County's tax rolls. The property must be owned or leased by the business and located in the Greater Redmond E-Zone boundary.

- Investment cost must be \$50,000 or more, in total, for qualified "real property," which includes newly constructed buildings or structures, new additions or modifications to existing buildings or structures, heavy-lifted machinery and equipment.
- Land, non-inventory supplies, rolling stock, vehicles, and motor propelled devices do not qualify.
- Existing firms must increase and maintain full-time employment by ten percent (10%) for the full term of their exemption. New firms to the area must employ at least one person.

Minimum Qualifying Cost	3 years (Standard)	5 years (Extended)	7-15 years (Super)
New employment for existing company	\$50,000	\$50,000	\$12.5 M
Investment	10% increase in first year	10% increase in first year	\$0 within three years
Average compensation per employee	No minimum	\$66,309*	\$66,309*

*100% of 2018 Deschutes County average annual wage \$44,208. May include nonresidential benefits, overtime and profit sharing.

Eligible businesses must provide 75% or greater of its goods, products or services to other business operations or organizations. Typically, this requirement makes the following types of operations ineligible: entertainment, tourism, health care, child care, finance, housing, construction, and retail. Please contact the ZoneManager with eligibility questions.

E-Zone Incentive Savings
Estimated property tax savings resulting from a \$5 million investment are illustrated below. Assumptions include: a 10,000 sq ft building used for manufacturing, \$100k construction costs, a 1" waterline, 10 new jobs, Redmond property tax millage rate of \$18.057 per \$1,000 of assessed valuation, and 3 year savings below 150% and 5 year savings above 150% of Deschutes County 2018 average wage.

\$1 M Investment in Redmond		
Savings	3 Years (Standard)	5 Years (Extended)
E-Zone	\$33,058	\$56,763
City of Redmond	\$6,904	\$8,751
Total	\$39,962	\$65,514



Redmond Local Incentive Package

- 2% reduction in building permit fees for every new job created, up to a 40% maximum
- Expedited permit process
- Waiver of water and sewer hookup fees
- Waiver of 50% land use fees for businesses that meet the 150% compensation standard (about 5% of applicants)
- Waiver of 25% of the land use fees for businesses that do not meet the 150% threshold
- 1% reduction in System Development Charges (SDC's) for every job created, up to 25%
- 25% reduction in the monthly water and sewer usage charges for three years
- Waiver of the \$200 application fee

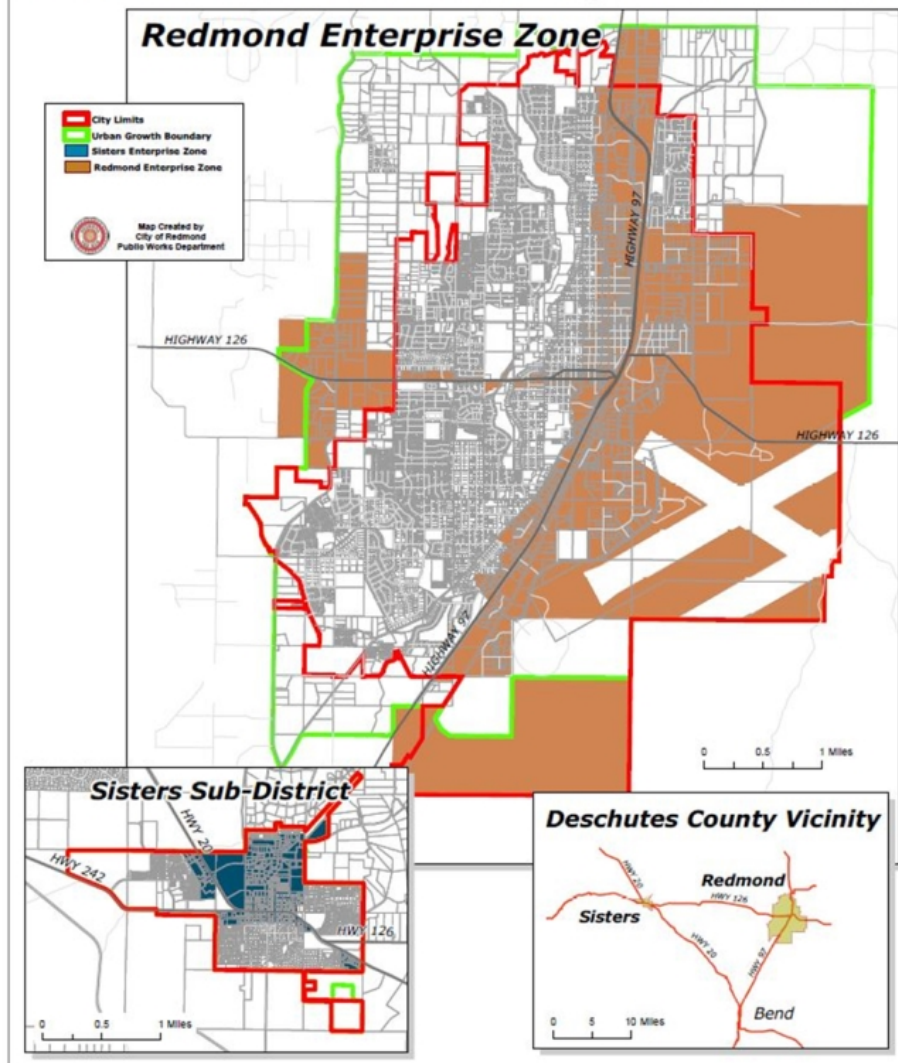
Madras: only other community providing reductions in SDC's in Central



Accounting for UGB Amendments

- Eastside County Land/UGB Amendment
- LLI Properties
- 40 Acre Affordable Housing
- Westside
- Sisters (none)

Greater Redmond Area Enterprise Zone 2020





Questions?

Resolution #2020-04

Jon Stark
Sr. Director

Redmond Economic Development, Inc.

In Collaboration with



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