



CITY OF REDMOND

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CITY COUNCIL

November 14, 2023
Council Chambers • 411 SW 9th Street

COUNCIL MEMBERS

Ed Fitch
Mayor

Cat Zwicker
Council President

Tobias Colvin
Councilor

Clifford Evelyn
Councilor

John Nielsen
Councilor

Kathryn Osborne
Councilor

Shannon Wedding
Councilor

NOVEMBER 14, 2023

REGULAR MEETING AGENDA

6:00 PM

I. CALL TO ORDER / ESTABLISH A QUORUM

II. BLESSING - Reiki Practitioner Denise English, The Sacred Lotus

III. PLEDGE OF ALLEGIANCE

IV. CITY COUNCIL ANNOUNCEMENTS

V. COMMENTS FROM CITIZENS AT THE MEETING

Citizen comments are limited to three (3) minutes per person and will be accepted for a period of 30 minutes. Comments should be focused on City of Redmond business. Attendees are asked to refrain from interrupting, calling-out, or cheering during citizen comments.

VI. CONSENT AGENDA

- A. Minutes of September 25, 2023, Council Workshop
- B. Minutes of September 26, 2023, Council Meeting
- C. Minutes of October 10, 2023, Council Meeting

VII. PRESENTATIONS

- A. Proposed Amendments to Various Sections of the Redmond Development Code (City Code, Chapter 8) Focused on Engineering-Related Topics
- B. First Quarter Fiscal Year 2023-2024 Financial Report

VIII. 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. Ordinance #2023-06: An ordinance of the City of Redmond amending the Redmond Municipal Code Sections relating to Public Contracting.

IX. ACTION ITEMS

- A. Resolution #2023-20: A resolution adopting the City of Redmond Snow and Ice Control Plans for Public Works and Roberts Field - Redmond Municipal Airport.
- B. Coordinated Houseless Response Office: Intergovernmental Agreement #2.
- C. Sub-Lease to Redmond Oasis Village Project of 3.23 acres as part of the Eastside Homeless Campus

- D. Collaboration Agreement on Housing and Homelessness with the Office of Governor Tina Kotek, Deschutes County and the Cities of Bend and Redmond
- E. Resolution #2023-23 - A resolution of the City of Redmond to make Budget Adjustments. (Fiscal Year 2023-2024 to Transportation and Capital Projects Funds: \$1.2 million)

X. ADDITIONAL COMMENTS FROM CITIZENS AT THE MEETING

XI. CITY MANAGER COMMENTS

XII. COUNCIL COMMENTS

XIII. MAYOR'S COMMENTS

- A. Appointment of Councilor Kathryn Osbourne as the Council Liaison to CORE3.
- B. Appointment of Mayor Ed Fitch as the Council Liaison to the Redmond Economic Development, Inc. Board.

XIV. EXECUTIVE SESSION

Oregon Law permits public bodies to meet in executive session to discuss specific matters which are not open to the public. Final actions or decisions on these matters will be made during regular session.

- A. Real Property – ORS 192.660(2)(e) authorizes executive session “to conduct deliberations with persons designated by the governing body to negotiate real property transactions.”
- B. Litigation – ORS 192.660(2)(h) authorizes executive sessions “to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.”

Under the provisions of the Oregon Public Meetings Law, the proceedings of this executive session are for background information only for media attending and not for publication or broadcast.

XV. ADJOURN

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

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

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

SPECIAL CITY COUNCIL WORKSHOP OF THE CITY OF REDMOND WAS HELD SEPTEMBER 25, 2023, IN CIVIC ROOM 207.

COUNCIL MEMBERS PRESENT: Tobias Colvin – Clifford Evelyn – Ed Fitch (left at 4:07 p.m.) – John Nielsen – Kathryn Osborne – Shannon Wedding

COUNCIL MEMBERS EXCUSED: Cat Zwicker

STAFF PRESENT: City Manager Keith Witcosky – Deputy City Manager/Chief Financial Officer Jason Neff – City Attorney Keith Leitz – Planning Manager Kyle Roberts – Police Chief Devin Lewis – Airport Director Zachary Bass – Communications Director Heather Cassaro – Public Works Director/City Engineer Jessica MacClanahan – Finance Director James Wood – City Recorder Kelly Morse

MEDIA PRESENT: None

Mayor Fitch called the meeting to order at 2:30 p.m.

DISCUSSIONS

A. Prioritization of City Council and Leadership Team Initiatives and Workload

City Manager Keith Witcosky presented a matrix of projects and initiatives compiled from items the Council and staff have mentioned, together or independently, over the past 9 months. He noted the purpose of the workshop is to prioritize the list with the goal being to identify a balance between high-priority/high-quality work and staff workload for the next 9-12 months.

The Leadership Team reported on the status of many projects on the list and described how their workload will be impacted as these projects move forward. Councilor Nielsen expressed concern about continuing to add Council initiatives, noting it is important for staff to indicate when they have reached capacity. Councilor Colvin clarified he did not believe the Council should focus on a low-priority projects at the expense of the high-priority items in the next few months.

The Council discussed their preference on whether to make the Charter review a high priority. Using Local Improvement Districts (LIDs) as a funding tool was discussed, with staff indicating a panel of experts could be brought in to help the Council make an informed decision.

Staff stated they can work on developing a tool to share how much bandwidth each Leadership Team member has as the priority list changes and asked for permission to say no when warranted. Staff is not currently spending any time on low-priority items but will occasionally push medium-priority items forward. Mr. Witcosky addressed the potential timeline of various medium-priority items. Deputy City Manager/Chief Financial Officer Jason Neff suggested moving the Charter review to medium-priority.

Mr. Witcosky stated a Charter review committee would be a huge initiative. In addition, he shared that any Councilors' ideas, that are not on the list, will be compiled in a shared document like on OneDrive.

There being no further business, the meeting was adjourned at 4:41 pm.

Prepared by ABC Transcription Services
Reviewed by Kelly Morse, City Recorder

APPROVED by the City Council and SIGNED by the Mayor this 14th day of November 2023.

Ed Fitch, Mayor

ATTEST:

Kelly Morse, City Recorder

REGULAR CITY COUNCIL MEETING OF THE CITY OF REDMOND WAS HELD SEPTEMBER 26, 2023, IN COUNCIL CHAMBERS.

COUNCIL MEMBERS PRESENT: Tobias Colvin – Clifford Evelyn – Ed Fitch – John Nielson – Kathryn Osborne – Shannon Wedding – Cat Zwicker

STAFF PRESENT: City Manager Keith Witcosky – Deputy City Manager John Roberts – Deputy City Manager/Chief Financial Officer Jason Neff – Planning Director Kyle Roberts – City Attorney Keith Leitz – Police Captain Jesse Petersen – Public Works Director/City Engineer Jessica MacClanahan – Deputy City Recorder Kayla Duddy – Communications Director Heather Cassaro – Finance Director James Wood – Housing Program Analyst Linda Cline – Long-Range Planner Morgan Snyder – Client Systems Administrator Tyler Roppe

MEDIA PRESENT: None

Mayor Fitch called the meeting to order at 6:00 pm. A quorum was established.

BLESSING

Former Councilor Jay Patrick led the blessing.

PLEDGE OF ALLEGIANCE

The Council recited the Pledge of Allegiance.

CITY COUNCIL ANNOUNCEMENTS

There were no announcements from Council.

COMMENTS FROM CITIZENS AT THE MEETING

Redmond resident Trevor Johnson discussed prioritizing environmental protection in the community.

Redmond resident Donna Abelein discussed racism.

Redmond resident Stephen Schaffer discussed the intersection of SW 35th Street and Antler Avenue and the Pledge of Allegiance.

Redmond resident Eve Ponder discussed the use of electric engines within the City.

CONSENT AGENDA

A. Minutes of August 22, 2023, Council Meeting

Councilor Colvin moved, seconded by Councilor Wedding, to approve the Consent Agenda. The motion passed. (Colvin-yes, Evelyn-yes, Fitch-yes, Nielsen-yes, Osborne-yes, Wedding-yes, Zwicker-yes)

PRESENTATIONS

A. Worksession to discuss proposed amendments to various sections of the Redmond Development Code (Chapter 8) and 2040 Greater Redmond Comprehensive Plan and Zone Map.

Planning Director Kyle Roberts and Deputy City Manager John Roberts provided an overview of proposed amendments to the Redmond Development Code Chapter 8, and highlighted the process, timeline, adoption schedule, and contents of the amendments.

PUBLIC HEARINGS

A. Community Development Block Grant Consolidated Annual Performance Review and Evaluation Report for 2022

Mayor Fitch opened the public hearing.

Housing Programs Analyst Linda Cline presented the 2022 Consolidated Annual Performance and Evaluation Report.

There being no further testimony, Mayor Fitch closed the public hearing.

ADDITIONAL COMMENTS FROM CITIZENS AT THE MEETING

There were no additional comments from citizens.

CITY MANAGER COMMENTS

City Manager Keith Witcosky reported on Redmond's affordable housing, Urban Renewal, and Community Development Block Grant goals, the utility crossing for Oasis Village, the four-way stop at 35th Street and Antler Lane, and the land use approval for the Redmond Wetlands Complex.

COUNCIL COMMENTS

Councilor Zwicker reported on the Oasis Village groundbreaking and her ongoing work with the Coordinated Homeless Response Office.

Councilor Evelyn encouraged City staff to keep up the good work.

Councilor Wedding reported on the upcoming Bicycle and Pedestrian Advisory Committee meeting and bringing community concerns regarding electric engines to the Parks Committee.

Councilor Colvin reported on the Tourism and Lodging Committee recruitment and thanked Mr. Johnson for the comments on sustainability.

MAYOR'S COMMENTS

Mayor Fitch reported on the recent workshop between the Redmond Leadership Team and Council.

There being no further business, the meeting was adjourned at 6:57 pm.

Prepared by ABC Transcription Services
Reviewed by Kayla Duddy, Deputy City Recorder

APPROVED by the City Council and SIGNED by the Mayor this 14th day of November 2023.

Ed Fitch, Mayor

ATTEST:

Kelly Morse, City Recorder

REGULAR CITY COUNCIL MEETING OF THE CITY OF REDMOND WAS HELD OCTOBER 10, 2023, IN COUNCIL CHAMBERS.

COUNCIL MEMBERS PRESENT: Tobias Colvin – Clifford Evelyn – Ed Fitch – John Nielsen – Kathryn Osborne – Shannon Wedding – Cat Zwicker

STAFF PRESENT: City Manager Keith Witcosky – Deputy City Manager John Roberts – Deputy City Manager/Chief Financial Officer Jason Neff – City Attorney Keith Leitz – Police Chief Devin Lewis – Public Works Director/City Engineer Jessica MacClanahan – City Recorder Kelly Morse – Communications Director Heather Cassaro – Finance Director James Wood – Network Administrator Christian Armatas

MEDIA PRESENT: None

Mayor Fitch called the meeting to order at 6:00 pm. A quorum was established.

BLESSING

Pastor Thomas Bengel from Redmond Community Church led the blessing.

PLEDGE OF ALLEGIANCE

Councilor Wedding led the Pledge of Allegiance.

CITY COUNCIL ANNOUNCEMENTS

There were no announcements from Council.

COMMENTS FROM CITIZENS AT THE MEETING

Redmond resident Donna Abelein spoke regarding the controversy surrounding her comments at the last meeting regarding the play *Hamilton*, gender assignments from birth, and black actors portraying white people.

Redmond resident Karen Stauder commended the Parks Committee, Parks Planner and Project Manager Maria Ramirez, Public Works Director/City Engineer Jessica MacClanahan, and Water Utilities Manager Joshua Wedding for the great work they are doing.

Redmond resident Stephen Schaffer spoke about gun violence and proposals by the City Council of San Jose, California, to stop it.

CONSENT AGENDA

- A. Minutes of August 28, 2023, Council Workshop**
- B. Amendment #2 to the Public Transportation Services Agreement with Central Oregon Intergovernmental Council, Project #TR2401: \$625,148**
- C. Oasis Village Memorandum of Understanding**

Mayor Fitch removed Item C-Oasis Village Memorandum of Understanding from the Consent Agenda.

Councilor Colvin moved, seconded by Councilor Wedding, to approve the Consent Agenda [as amended], motion passed. (Colvin-yes, Evelyn-yes, Fitch-yes, Nielsen-yes, Osborne-yes, Wedding-yes, Zwicker-yes)

City Attorney Keith Leitz requested approval of the Memorandum of Understanding which memorializes the terms, expectations, and obligations between Redmond Oasis Village Project and the City of Redmond.

Councilor Zwicker moved, seconded by Councilor Nielsen, to approve the Memorandum of Understanding with Redmond Oasis Village Project to develop and operate Oasis Village, motion passed. (Colvin-yes, Evelyn-yes, Fitch-yes, Nielsen-yes, Osborne-yes, Wedding-yes, Zwicker-yes)

PUBLIC HEARINGS

A. Resolution #2023-18 - A resolution of the City of Redmond, Oregon, establishing the SW Glacier Avenue Reimbursement District.

Mayor Fitch opened the public hearing.

Ms. MacClanahan provided a brief overview of reimbursement districts and requested approval of the SW Glacier Avenue Reimbursement District for sewer improvements that have the potential to benefit five properties.

There being no further testimony, Mayor Fitch closed the public hearing.

Councilor Wedding moved, seconded by Councilor Evelyn, to adopt Resolution #2023-18 establishing the SW Glacier Avenue Reimbursement District and authorize the City Manager to execute the reimbursement agreement, motion passed. (Colvin-yes, Evelyn-yes, Fitch-yes, Nielsen-yes, Osborne-yes, Wedding-yes, Zwicker-yes)

ACTION ITEMS

A. Resolution #2023-19 - A resolution of the City of Redmond, Oregon, extending the Dove Meadows Reimbursement District.

Ms. MacClanahan requested approval of the final five-year extension for the Dove Meadows Reimbursement District. Currently only one parcel remains that could potentially benefit from the improvements.

Councilor Zwicker moved, seconded by Councilor Osborne, to adopt Resolution #2023-19 extending the Dove Meadows Reimbursement District an additional and final five years, motion passed. (Colvin-yes, Evelyn-yes, Fitch-yes, Nielsen-yes, Osborne-yes, Wedding-yes, Zwicker-yes)

ADDITIONAL COMMENTS FROM CITIZENS AT THE MEETING

There were no additional comments from citizens.

CITY MANAGER COMMENTS

City Manager Keith Witcosky reported on the upcoming joint meeting with the Deschutes County Board of Commissioners, the modernization work on Reservoir Drive which is scheduled to begin over the next month, and the upcoming League of Oregon Cities conference.

COUNCIL COMMENTS

Councilor Colvin encouraged his fellow Councilors to review the Code amendments under discussion by the Urban Area Planning Commission.

Councilor Osborne reported on the Redmond School Board joined a lawsuit regarding social media effects on children., the Let Freedom Read event, and the Oasis Village groundbreaking. She announced

a series of “Conversations with a Councilor” starting October 15, 2023, and shared information about the drug and alcohol outpatient treatment known as Ideal Option.

Councilor Evelyn announced Bethlehem Inn is currently hiring and had recent job fairs. He also attended the Let Freedom Read event and the Oasis Village groundbreaking.

Councilor Zwicker reported on meeting with different elected local and state officials to discuss the need for more options for affordable housing and on the Coordinated Homeless Response Office's continued efforts.

Councilor Nielsen commended Redmond Economic Development Inc. Board, Steve Curley, and Chuck Arnold for their assistance in bringing some chips funding to Redmond.

MAYOR'S COMMENTS

A. Tourism and Lodging Committee - Appointment of Aaron Switzer, Eric Groom, and LoriAnn Kuhn for terms expiring December 31, 2025, and JoAnne Eisler, Janice Bell, Timothy Park, and Geoff Hinds (or his designee) for terms expiring December 31, 2027.

Councilor Colvin moved, seconded by Councilor Zwicker, to approve the appointments of Aaron Switzer, Eric Groom, and LoriAnn Kuhn for terms expiring December 31, 2025, and JoAnne Eisler, Janice Bell, Timothy Park, and Geoff Hinds or his designee for terms expiring December 31, 2027, to the Tourism and Lodging Committee, motion passed. (Colvin-yes, Evelyn-yes, Fitch-yes, Nielsen-yes, Osborne-yes, Wedding-yes, Zwicker-yes)

Mayor Fitch reported that after speaking with the Water Resources Commission, they indicated they wanted to work out a resolution so that cities have a certainty of getting water into the future, particularly groundwater in the Deschutes Basin. He was optimistic Redmond's groundwater application would be approved.

EXECUTIVE SESSION

Mayor Fitch convened the Council into Executive Session at 6:31 p.m. in accordance with ORS 192.660(2)(i) which authorizes executive sessions to review and evaluate, pursuant to standards, criteria and policy directives adopted by the governing body, the employment-related performance of the chief executive officer of any public body.

Mayor Fitch closed the Executive Session portion of the meeting at 6:54 p.m.

The regular portion of the meeting was called to order at 6:55 p.m.

MOTIONS AS A RESULT OF EXECUTIVE SESSION

Councilor Zwicker moved, seconded by Councilor Nielsen, to approve the following change to the contract with Keith Witcosky: effective July 1, 2023, changing the monthly pay rate in Section 3-A to \$17,023; changing Section 4-A to read "the City Council shall review and evaluate the performance of employee at least once annually;" and effective July 1, 2023, changing the monthly contribution in Section 8-B to \$2250, motion passed. (Colvin-yes, Evelyn-yes, Fitch-yes, Nielsen-yes, Osborne-yes, Wedding-yes, Zwicker-yes)

There being no further business, the meeting was adjourned at 6:56 pm.

Prepared by ABC Transcription Services
Reviewed by Kelly Morse, City Recorder

DRAFT

APPROVED by the City Council and SIGNED by the Mayor this 14th day of November 2023.

Ed Fitch, Mayor

ATTEST:

Kelly Morse, City Recorder



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STAFF REPORT

DATE: November 14, 2023
TO: City Council
THROUGH: Keith Witcosky, City Manager
John Roberts, Deputy City Manager
Jessica MacClanahan, Public Works Director/City Engineer
FROM: Kyle Roberts, Planning Director
Lindsey Croomsigt, Assistant City Engineer
Morgan Snyder, Long Range Planner
SUBJECT: Proposed Amendments to Various Sections of the Redmond Development Code (City Code, Chapter 8)
Focused on Engineering-Related Topics

Report in Brief:

This is an informational item intended to provide the City Council with an in depth overview of four engineering-related amendments to both the Redmond Development Code (RDC) and Public Works Standards and Specifications.

Background:

Starting in early 2023, staff have been working on concurrent and comprehensive amendments to both the RDC (Chapter 8) and the City of Redmond Public Works Standards and Specifications. An overview of the scope of the amendments and process was provided to City Council on September 26, 2023, and November 7, 2023. Due to the breadth and diversity of code topics, the Planning and Engineering divisions have also enlisted the technical expertise of Public Works staff, JET Planning, Century West Engineering, and Transight Consulting (traffic engineers).

The RDC is the primary mechanism to implement the City's Comprehensive Plan, regulate zoning, growth and development, land use activity, and other City policies related to Great Neighborhood Principles. As a living document, periodic amendments to the RDC are needed to adapt to changing conditions, comply with Comprehensive Plan policies, new state legislation, or simply to improve administration of provisions within the Code. Code amendments touch on many different aspects of the community, livability and have significant implications regarding providing certainty, flexibility and modernization of regulations all at the same time. The purpose of the Public Works Standards and Specifications is to provide consistent guidelines under which public facility designs and improvements will be implemented. The current version of the Standards and Specifications was adopted in 2010.

Planning Commission Involvement and Public Process:

The Urban Area Planning Commission (Planning Commission) advises the City Council on the development and implementation of both the City's Comprehensive Plan and RDC. Beginning in spring 2023, staff held seven work sessions with the Planning Commission to review all the proposed amendments. The final work session was held on November 1, 2023. All of the amendments and topics have been presented to the Planning Commission accompanied by a detailed staff analysis followed by discussion.

RDC Subject Areas Include:

- Aligning code with legislative requirements
- Modifying some zoning and overlays to the Comprehensive Plan Map
- Sign Code
- Resiliency
- Modifications to certain kinds of new development

- Modifications to the Engineering Standards and Specifications
- Administrative improvements

Feedback:

As part of the amendment process, a concerted effort has been made to involve important community stakeholders. To date, these stakeholders have included, the Downtown Urban Renewal Advisory Committee, three local sign companies, arborists, the Oregon Department of Forestry, Redmond Fire and Rescue, housing developers, and the Central Oregon Builders Association. The draft code has also been sent to other transportation and civil engineers. All the feedback received has been generally incorporated into the draft amendments.

Discussion:

The modifications to, and modernization of, the RDC and Public Works Standards and Specifications are intended to create more certainty and clarity to help save individuals, businesses, developers and staff time and money on reviewing, permitting and construction functions. Moreover, the amendments are intended to provide more modernized and functional standards to guide infrastructure development and capital improvements to support the continued growth of Redmond.

The code amendment package addresses approximately 27 different topics which have been organized into seven different subject areas/exhibits. Topics to be presented at the November 14, 2023, work session include: Transportation System Analysis (TSA), grading and stormwater management, street trees and tree preservation, and landscaping with a focus on water conservation.

Exhibits

Attached to the staff reports are exhibits and the specific memos and materials presented to the Planning Commission on each topic and proposed amendment. The exhibits display the text amendments through ~~strike~~ through and in Red Underline.

- Exhibit A - Transportation System Analysis (TSA)
- Exhibit B - Grading of Building Sites and Stormwater Management
- Exhibit C - Street Trees and Tree Preservation
- Exhibit D - Landscaping
- Exhibit E - Central Oregon Builders Association (COBA) comments - October 18, 2023

TSA

The proposed TSA Code meets clear and objective criteria as required by ORS 197.307. The proposed language requires safety and multimodal evaluations, provides alternative mitigation options, defines significant impacts, and requires proportionate share payments for impacts at unfunded intersections.

Grading and Stormwater Management

The proposed Grading and Stormwater Management Code moves the language from the RDC to the Standards and Specifications. The proposed language includes slope stabilization measures, clarifies terracing for retaining walls and cut/fill requirements, and requires reciprocal maintenance agreements when retaining wall or storm facilities cross property lines. Proposed stormwater management standards create flexibility for developers designing residential subdivisions and more closely align with the Central Oregon Stormwater Manual (COSM). Regional stormwater facilities are proposed, which allow private property drainage and right of way drainage to be contained in a facility located in the right of way. These changes will streamline building permit review and reduce costs for stormwater management.

Street Trees and Tree Preservation

The proposed Street Tree Code moves some language from the RDC to the Standards and Specifications. The proposed code defines significant trees as those with a diameter greater than or equal to 10 inches, modifies the calculation for the number of street trees required for a given development, creates flexibility with planting locations, and provides the Community Development Department Director authority to approve alternate planting plans. The proposed code clarifies tree preservation requirements and requires a tree survey to be included with the landscape plan. The proposed standards establish tree protection requirements during construction, planting standards, and an acceptable tree list organized by five classes, depending on spacing width and landscape strip width.

Landscaping

The proposed Landscaping Amendments integrate landscaping references from across the entire Code and consolidates them into three consecutive sections for applicant clarity, city-wide design consistency, and ease of future adjustments as the city begins to implement more concerted water conservation measures. The amendments also address common park areas in multi-family developments, cottage clusters, RV and manufactured home parks, and subdivisions by trading the previous overly prescriptive standards for increased design flexibility and limiting irrigated turf grass to designated activity areas, such as public-gathering spots, pet areas, or sporting/recreational areas.

Additionally, the proposed amendments create two different types of park areas: active-style and passive-style. The benefit of this approach is that it unlocks the potential of smaller park areas which are not sized to fulfill multiple functions. The amendments prioritize water conservation first and foremost while also recognizing that landscaping is an important tool for influencing the aesthetic of our community.

Next Steps

Staff will present five additional topics at the November 21, 2023 Council Work Session. The topics will have a planning focus and include: sign code, mobile food units (food carts), Police Station rezone, Airport compatibility zone updates, and high density overlay.

No further work sessions are scheduled with the Planning Commission. The first public hearing is scheduled for November 15, 2023, which will be continued to November 29, 2023, to enable the Planning Commission to consider feedback or changes recommended by Council.

A public hearing and formal action is scheduled for the December 12, 2023, City Council meeting.

Fiscal Impact:

There are no direct fiscal impacts to the City with these amendments.

Alternative Courses of Action:

No action is being requested at this meeting.

Recommendation / Suggested Motion:

N/A

EXHIBIT A

PROPOSED TEXT AMENDMENTS TO THE REDMOND CITY CODE, CHAPTER 8 REDMOND DEVELOPMENT CODE (RDC)

PREPARED FOR: November 15, 2023, Planning Commission Hearing
December 12, City Council

HEARINGS BODY: Redmond Urban Area Planning Commission

REVIEWING STAFF: Jessica MacClanahan, City Engineer
Lindsey Croomsigt, Assistant City Engineer
David Pilling, Engineering Development Manager

TOPIC: Transportation System Analyses

I. Purpose

- Replaces existing code entirely
- Modifies regulatory criteria to add safety, operations, and multimodal evaluation to Transportation Impact Analyses.
- Defines significant impacts
- Clarifies mitigation alternatives

II. Proposed Amendment to RDC

Proposed text amendments are shown in ~~strike-through~~ and in Red or Red Underline.

Draft Proposed Development Code Updates

~~8.2815 Transportation System Analysis. It shall be the burden of the developer to evaluate transportation system impacts when a proposed development involves either a Subdivision, Site and Design Review, PUD, Master Plan, Comprehensive Plan Amendments, a change or expansion of use, or any other development that the City Engineer deems necessary. Transportation system analyses are not required for residential site plan review for up to four units or for partitions up to three lots.~~

~~1) The following vehicle trip generation thresholds shall determine the level and scope of transportation analysis required for a new or expanded development. Trip ends shall be calculated as per the Institute of Transportation Engineers manual, Trip Generation, current edition, or local trip generation studies prepared by a qualified registered professional engineer and approved by the City Engineer. A development will be required to provide a Trip Generation Report per Section 8.2815(2) for developments which generate less than 200 daily or 20 p.m. peak hour vehicle trips. The Trip Generation Report shall be prepared by a professional engineer licensed in the state of Oregon. The Engineering Department will review and evaluate the Trip Generation Report to determine if a Transportation Impact Analysis (TIA) is required.~~

~~Projects that generate less than 200 daily or 20 p.m. peak hour trip ends may be required to provide a TIA when, in the opinion of the City Engineer or his/her designee, significant capacity and/or safety problem is caused, or adversely impacted by the development. The City Engineer, or designee, shall determine the scope of the analysis.~~

~~B. If a proposed development will generate 200 or more daily trip ends, or 20 or more p.m. peak hour trip ends, then a TIA shall be required per Section 8.2815(3).~~

~~1. The applicant's engineer shall consult with the City Engineer, or designee, prior to preparing the TIA to verify the scope of the study. The City shall respond in writing within 30 days.~~

~~a. When applicable, the applicant's engineer shall concurrently consult with ODOT prior to preparing the TIA to verify the study area.~~

~~2. The City Engineer shall determine when a TIA has satisfied the requirements of the development's impact analysis.~~

~~3. The TIA shall bear the stamp and signature of a licensed professional engineer in the State of Oregon.~~

~~2. When a Trip Generation Report is required, it must demonstrate the existing use, proposed use, existing trips per the ITE, and proposed trips per the ITE. Local trip rates may also be considered if supported by traffic counts conducted according to ITE guidelines. The report must include a conceptual site plan that shows adjacent roadways, alleys, roadway classifications, and access points.~~

~~3. When a TIA is required, it must demonstrate that the following standards are met:~~

~~A. The standard of measurement that will determine the acceptability of traffic flow on City streets will be a delay-based level of service as defined by the Highway Capacity Manual, Special Report 209, third Edition (2000 update or subsequent document updates) published by the Transportation Research Board. The determination of LOS shall be calculated by a methodology that is approved by the City Engineer. The acceptable standard of LOS for City streets shall be LOS E during the peak 15 minutes of the peak hours of the average weekday. A lesser standard shall be acceptable at unsignalized intersections with low volume minor street approaches if the volume-to-capacity ratio is less than 0.90 and the 95th percentile vehicle queue is less than four vehicles during the peak hour.~~

~~B. The Average Daily Traffic (ADT) volume of Local Street roadways within the City shall be less than 1,200 vehicles per day (VPD). Developments which add vehicle trips to Local Streets with an ADT greater than 1,200 VPD may be asked to provide mitigation in the form of additional access to the site, when in the opinion of the City Engineer, the residential livability is degraded by excessive local street traffic volume.~~

~~C. New development that will cause degradation below those levels shall be required to provide mitigating transportation system improvements that will restore the LOS to the accepted standard, as is practical, as determined by the City Engineer and pursuant to the adopted City's Transportation System Plan. Where there are impacts to the State Highways, the City and ODOT shall work cooperatively to determine appropriate courses of action based on ODOT and City standards.~~

~~4. The TIA shall include at a minimum, the following intersections:~~

~~A. All site access intersections.~~

~~B. Nearest intersecting collector or arterial street upstream and downstream of the development.~~

~~C. Any other collector or arterial street intersection that would experience an increase of 25 additional peak hour trips.~~

~~D. Additional intersections requested by staff in the basis of anticipated impacts resulting from the development.~~

~~5. The TIA shall include the following study time frames addressing:~~

~~A. Existing conditions.~~

~~B. Completion year of each significant phase of development.~~

~~C. Five year forecast beyond final phase~~

~~6. The following Tables are required in the TIA:~~

~~A. Trip Generation (including phase breakdown if applicable).~~

~~B. LOS Table (LOS for every analysis scenario at every study area intersection. Report LOS, delay, V/C ratio, 95% vehicle queue, and any additional pertinent analysis results).~~

~~7. The following Figures are required in the TIA:~~

~~A. Vicinity/Locator Map.~~

~~B. Site or Tentative Plan Map.~~

~~C. Background Traffic Volumes (all study intersections and analysis years).~~

~~D. Trip Distribution and Assignment.~~

~~E. Background + Site Generated Traffic Volumes (all study intersections and analysis years).~~

~~8. Other Analysis Standards (as required by the study)~~

~~A. Signal Warrants shall be performed where applicable per the Manual on Uniform Traffic Control Devices, current edition.~~

~~B. Left Turn Lane Warrants shall be provided where applicable per ODOT criteria based on the Texas Transportation Institute (TTI) curves.~~

~~C. Right Turn Lane Warrants shall be provided where applicable per ODOT criteria.~~

~~D. The acceptability of sight distance at all study area intersections shall be determined per AASHTO (current edition) standards.~~

~~E. Traffic signal progression analysis may be required if a new signal is proposed. The City Engineer shall approve the method of traffic signal progression analysis.~~

~~F. Roadway improvements are to be based on the City of Redmond Standards and Specifications and ODOT design standards.~~

~~[Section 8.2815 amended by Ord. #2012-11 passed October 23, 2012]~~

~~[Section 8.2815 amended by Ord. #2022-09 passed December 13, 2022]~~

8.2815 Transportation System Analysis. It shall be the burden of the developer to evaluate transportation system impacts when a proposed development involves either a Subdivision, Site and Design Review, PUD, Master Plan, Comprehensive Plan Amendments, a change or expansion of use, or any other development that the City Engineer deems necessary. Transportation system analyses are not required for residential site plan review for up to four units or partitions up to three lots. Transportation System Analyses are approved based on the information presented in the report and must not be older than 180 days from approval at the time the land use application is deemed complete. If the associated land use decision is not deemed complete prior to the expiration, the City may require the approved report be updated.

1. Trip Generation Report

A. *Preparation.* The Trip Generation Report must provide enough detailed information for the City Engineer to determine if a Transportation Impact Analysis is required. Clear and Objective Track Reports may be prepared by an applicant, owner, or professional engineer, except as provided in subsection B(3)(c). Discretionary Trip Generation Reports must be prepared and stamped by a professional engineer licensed by the State of Oregon.

B. *Contents of the Trip Generation Report.* The Trip Generation Report must contain the following information organized as follows:

1. *Description of the Proposed Development.* Provide a description of the proposed development sufficient to understand the proposed development's size, uses, operations, number of floors, and interaction with the transportation system. To the extent known, the description must include both qualitative and quantitative descriptions, such as scale of the proposed development, day-to-day operations, deliveries, staffing, customer base (visitors, patients, employees, students, etc.), peak hours of operation, and identification of site access and on-site circulation needs.

2. *Conceptual Site Plan.* A conceptual site plan shall be provided showing the following:

a) Clear and Objective Track.

- i. The location and size of the existing and proposed development.
- ii. Development phases identified.
- iii. Location of existing and proposed access and recorded easements for all driveway and access systems serving the site that conform with access management standards, City of Redmond Standards and Specifications, and the Transportation System Plan.

b) Discretionary Track.

- i. The location and size of the existing and proposed development.
- ii. Development phases identified.
- iii. Location of legal access and recorded easements for all driveway and access systems serving the site that do not meet access management standards. For all driveways and new intersections created by the proposed development, intersection sight distance measurements may be required for all movements into and out of the proposed accesses.

Field measurements should be used wherever possible, although plan measurements from civil drawings may be used, particularly for planned intersections or driveways. Measurements need to account for vertical and horizontal curvature, grades, landscaping, and right-of-way limitations. Sight distance measurements must comply with the latest edition of AASHTO *A Policy on Geometric Design of Highways and Streets* for the posted speed and control form of the intersection. At the written request of an applicant and as part of the discretionary track development review process, the City Engineer may approve an alternate sight distance standard..

- iv. For arterial and collector street accesses and new street connections, document the location of all existing driveways and street connecting points within 300 feet of the frontage of the property. The City may require a driveway conflicting movement diagram and assessment showing overlapping conflicts with nearby existing driveways and street intersections.
 - v. The proposed street layout that matches the Transportation System Plan and how it interfaces into abutting and nearby approved development street layouts, abutting and nearby master plans or special planned areas and requirements of this code and provides access for development of adjoining properties.
 - vi. Truck circulation and entry/egress assessment including routing, turning movement, and delivery needs for all truck and emergency service vehicles that may reasonably enter the site. Identify any proposed special truck accommodations for freight service.
3. *Trip Generation*. Provide a trip generation description for the proposal with the following applicable information:
- a) *Trip Credits and Vested Trips*. If trip credits are being used from the existing on-site development or from a separate development approval, the trip generation description must provide supporting documentation of those trip credits, and documentation of the authority to use those trip credits for the proposed development.
 - b) *Base Trip Generation Rates*.
 - i. *Clear and Objective Track*. Average trip generation rates from the latest edition of the publication *Trip Generation* by the Institute of Transportation Engineers (ITE).
 - ii. *Discretionary Track*. The City Engineer will determine which of the following to use for the base trip generation rates:
 - A. Average or fitted equation trip generation rates from the latest edition of the publication *Trip Generation* by the Institute of Transportation Engineers (ITE);
 - B. Local data. The procedure for identifying local trip generation rates must comply with the guidelines for "Conducting a Trip Generation

Study” in the latest edition of the ITE Trip Generation document;
or

- C. Other method approved by the City Engineer. Additional time periods may be required based on unique uses with atypical peaking characteristics, such as at schools or event centers.

- c) *Comprehensive Plan Amendments*. Trip Generation Reports and Transportation Impact Analyses prepared to support a Comprehensive Plan Amendments must be prepared and stamped by a licensed professional engineer in the State of Oregon. For Comprehensive Plan amendment/Zone Change applications, the trip generation must represent a reasonable build-out scenario supported through citation of nearby existing site trip generation rates and densities to provide reasonable trip generation comparisons. If the Plan Amendment/Zone Change is accompanied by a concurrent Site Plan Review application, the trip generation for the site plan review application may be used instead. The amendment must comply with the Transportation Planning Rule, OAR 660-012-0060. An analysis for an amendment to a functional plan, the Comprehensive Plan or land use regulation must use the approved travel demand model as determined by the City Engineer.
- d) *Pass-By Trips*.
 - i. *Clear and Objective Track*. Adjustments for pass-by trips will be allowed as provided in the ITE Trip Generation publication. Pass-by trips must always be accounted for in the site access analyses and sufficiently documented for review.
 - ii. *Discretionary Track*. Adjustments for pass-by trips may be applied depending on the adjacent transportation facility and City Engineer approval. The published average pass-by rate will typically be allowed for those land use categories that are provided in the ITE Trip Generation publication. Pass-by trips must always be accounted for in the site access analyses and sufficiently documented. The City Engineer may approve another method to review adjustments for pass-by trips.
- e) *Site Internalization/Trip Sharing*.
 - i. *Clear and Objective Track*. Site internalization/Trip Sharing is not permitted.
 - ii. *Discretionary Track*. Applications may demonstrate how the site reduces vehicle trips through site design, including parking supply, land use mixes (such as NCHRP Report 864/NCHRP 08-51), and densities that promote reduced rates based upon those elements. City review of the proposal based on guidance from the state’s Transportation Planning Rule may result in trip generation reductions.
- f) *Transportation Demand Management Plan*.
 - i. *Clear and Objective Track*. Transportation Demand Management Plans (TDM) are not permitted with the Clear and Objective Track.

- ii. *Discretionary Track.* Applications processed per the Discretionary Track may choose to develop a Transportation Demand Management (TDM) plan. The proposed measures of the TDM plan will be evaluated by the City Engineer or designee to determine trip generation reduction rates, as well as the means of establishing compliance with the measures outlined.
- C. *City Review and Evaluation.* Based on information provided in the Trip Generation Report, the City Engineer or designee will notify the applicant in writing if the report is complete, and if not, what additional evaluation information is required. If no additional information is needed, the City Engineer or designee will notify the applicant whether a Transportation Impact Analysis (TIA), or additional assessment of the specific concerns noted, is required based on the following criteria:
 - 1. The projected increase in trip generation of the proposed development will exceed 200 Weekday Daily Trips or 20 or more weekday PM Peak Hour Trips, including pass-by reductions; or
 - 2. The proposed development considers modification, installation, or removal of any traffic control device, unless otherwise exempt by the City Engineer or designee; or
 - 3. Any other criteria the City Engineer or designee deems necessary for a TIA.
- 2. Transportation Impact Analysis.
 - A. *Preparation.* If a Transportation Impact Analysis (TIA) is required, it must be prepared by a licensed professional engineer especially qualified in traffic engineering by the State of Oregon. The applicant's engineer must consult with the City Engineer or designee prior to preparing the Transportation Impact Analysis to verify the scope of the study. The City shall respond in writing in 30 days to a scoping request. When applicable, the applicant's engineer shall concurrently consult with ODOT and Deschutes County prior to preparing the TIA to verify the study area. The TIA must contain all the details required in a Trip Generation Report, in addition to what is included in the subsections below. When it is known that a TIA will be required, the applicant does not need to submit a Trip Generation Report separately and may include the details within the TIA scoping request.
 - B. *Contents of the Transportation Impact Analysis Report.* The Transportation Impact Analysis must contain the following information organized as follows:
 - 1. Transportation Facilities Evaluation.
 - a) The existing transportation system infrastructure serving the site within the study area. The evaluation must include any future funded transportation system elements included in the City's approved five-year Capital Improvement Program and adopted annual budget or if approved by Council, Statewide Transportation Improvement Program (STIP) or other approved funding plan.
 - b) Documentation of proposed development along the frontage of the proposed development including:
 - i. Compliance with the required right-of-way width for the roadway classification.

- ii. Compliance with the required street widths.
 - iii. Compliance with the required right-of-way or easement width for all trail and access corridors.
 - iv. Compliance with the required street frontage elements including curbs, bike facilities, park strips, sidewalks/multi-use paths, driveways and driveway aprons, as well as curb ramps. All applicable elements must be accessible per the City of Redmond Standards and Specifications.
 - v. Documentation of any deviations from the City of Redmond Standards and Specifications requested.
 - c) Summary and analysis of the existing and planned walking, biking and transit facilities and infrastructure serving the site from each access point (driveway or street) of the proposed development onto and along the transportation system for a distance of a one-quarter mile radius. Public or private schools, colleges or universities shall provide the information required for a distance of a one mile radius:
 - i. Location of sidewalks, curb ramps, bike lanes, paths, crosswalks, pedestrian signal heads, push buttons, related signage, striping, and transit facilities along with pedestrian paths of travel between the transit facility and the site and to the entrances to building(s) on the site.
 - ii. Barriers such as retaining walls, deficiencies such as gaps in sidewalk, and high-pedestrian demand land uses such as schools, parks, parking, senior housing facilities, and transit facilities.
 - iii. Identify if any street within or abutting the development site is in alignment with a Quiet Street as identified in the Transportation System Plan, and determine how to meet the required design elements.
 - d) Truck circulation and entry/egress including routing, turning movement, and delivery needs for all truck and emergency service vehicles that may reasonably enter the site. Identify any proposed special truck accommodations for freight service.
2. *Trip Distribution.* Provide a trip distribution description and map that contains the following information:
- a) Trip distribution assignments within the study area that replicate overall origin/destination patterns. Where available, existing/historical field count turning movement patterns are to be used as a guide for trip assignments. The assignment will be adjusted to reflect future funded transportation facilities, improvements or services that are authorized in the Transportation System Plan and for which funding is in the City's five-year Capital Improvements Program (CIP) and adopted within the annual budget or approved by Council, the Statewide Transportation Improvement Program (STIP) or other approved funding plan.

- b) Description of truck delivery routes, including over-dimensional loads if applicable, of travel to and from the site from the Arterial street system.
- 3. *Study Area.*
 - a) *Clear and Objective Track and Discretionary Track.* The study area must include all site access and roadways and intersections along the development frontage. The study area must also include all off-site intersections comprised of either a collector or arterial roadway which are impacted by 25 or more peak-hour vehicle trips. The City Engineer must approve the defined study area prior to commencement of the Transportation Impact Analysis. The Study Area must be demonstrated on a map.
 - b) *Discretionary Track.* The City Engineer may choose to waive the study of certain intersections if deemed unnecessary.
- 4. *Study Analysis Years.* The analysis must be performed for all study roadways and intersections for the following years with and without the proposed development:
 - a) Existing conditions (current year);
 - b) Year of completion of the final phase (for phased projects, intermediate phases may be required to be analyzed);
 - c) Five years beyond completion of the final phase for planning purposes. Data presented for this analysis year will not be used to determine significant impacts.
 - d) Long-term planning year. For an amendment to a functional plan, the Comprehensive Plan, or a land use regulation the analysis year must reflect the Transportation Planning Rule OAR 660-012-0060. An analysis for an amendment to a functional plan, the Comprehensive Plan or land use regulation must use the approved travel demand model as determined by the City Engineer.
- 5. *Study Time Periods.* Within each study year, an analysis must be performed for the following time periods:
 - a) Weekday p.m. peak hour (i.e., highest one hour between 4:00 p.m. and 6:00 p.m.); and
 - b) For Discretionary Track applications, additional time periods, such as the peak hour of the generator, may be required based on unique uses with atypical peaking characteristics, such as at schools or event centers.
- 6. *Traffic Counts.*
 - a) *Clear and Objective Track.* Once the study periods have been determined traffic counts must be obtained as follows:
 - i. Midweek traffic counts must be obtained (Tuesday, Wednesdays and/or Thursdays);
 - ii. Counts must be no more than one year old from the date the Transportation System Analysis is submitted.
 - iii. Counts must include all passenger vehicles, heavy vehicles (trucks/buses), bicycles, pedestrians.
 - iv. Counts must be obtained while school is in session.

- b) *Discretionary Track*. Once the study periods have been determined traffic counts must be done as follows:
 - i. Midweek traffic counts must be obtained (Tuesdays, Wednesdays, and/or Thursdays);
 - ii. Counts may need to be adjusted or calibrated to reflect seasonal, schools, or other variations in traffic;
 - iii. Unless approved by the City Engineer, counts must be no more than one year old from the date the Transportation System Analysis is submitted;
 - iv. Additional hours of classified turning movement counts may be required based on City Engineer direction to determine compliance with traffic signal or all-way stop warrants or to determine the extent of over-capacity conditions.
- 7. Future Traffic Forecasts.
 - a) *Traffic Forecast for Projects and Project Phasing*.
 - i. Traffic forecast must include all projects within the study area that have been submitted to the City for processing for development (master plans, land divisions, site plans, conditional use permits, and similar approvals). They must be identified, and their traffic generation included as cumulative traffic in the study. An annual growth rate approved by the City Engineer must be applied to existing volumes to account for other general traffic growth in and around the study area. The City Engineer may choose to exclude projects within a study area.
 - ii. For phased developments, the traffic forecasts for the year of completion of each phase must be calculated to be field counts plus traffic adjusted with an annual growth rate from projects within the study area that have received approvals for development (approved master plans, land divisions, site plans, conditional use permits, and similar approvals)..
 - b) *Build-Out Studies for Comprehensive Plan Amendments and Zone Changes*.
 - i. Traffic projections for build-out scenarios must use the current transportation model used by the City or other approved model as approved by the City Engineer. The applicant's engineer must use the model projections post processed using NCHRP 255 and sound professional engineering standards as the basis for determining turning-movement volumes for the required intersection analysis. A manual assignment of the project traffic added to the build-out traffic may typically be used to determine total future traffic, as approved by the City Engineer.
- 8. Operations Analysis Methodology.
 - a) The operations analysis must be prepared in conformance with the most recent version of the Highway Capacity Manual for the peak fifteen minute

analysis period. For a Discretionary Track application, other analysis methods may be approved by the City Engineer within the scoping process.

- b) Identify intersection operations in a table sufficient to address the operational standards of the City and ODOT mobility targets, including the following:
 - i. Queuing for individual/critical movements;
 - ii. Level of service (LOS);
 - iii. Delays for two-way and all-way stop controlled study intersections including delays for lane groups, approaches, and intersection as a whole;
 - iv. Ninety-fifth percentile queue and available storage length; and
 - v. Volume to capacity ratio for any approach or for the intersection as a whole for signalized and roundabout controlled study intersections.
- c) The operations analysis must use existing transportation system conditions (intersection control type and street roadway geometry). Committed funded transportation facilities will also be considered in the analyses. Committed funded transportation facilities means transportation facilities, improvements or services that are authorized in a local transportation system plan and for which construction funding is in the five-year Capital Improvements Program (CIP) and adopted in the current annual budget or approved by Council, the Statewide Transportation Improvement Program (STIP) or other approved funding plan.
- d) *Operations Standards.* The intersection analyses provided in the Transportation Impact Analysis will be evaluated for safety deficiencies and queuing deficiencies and compliance with this code, the Transportation Planning Rule, the City of Redmond Transportation System Plan, any applicable development agreements, and regional transportation system plans. Intersections under the jurisdiction of the Oregon Department of Transportation will also be evaluated using the ODOT Analysis Procedures Manual for compliance with the Oregon Highway Plan. Intersections under the jurisdiction of Deschutes County that are outside the Urban Growth Boundary must also be evaluated for compliance with Deschutes County Code. Intersections that do not comply with the criteria listed in those documents will be considered to have significant impacts.
- e) Projects are considered to have significant operational impacts on the transportation system when identified at the year of completion of the final or intermediate phase as identified below:
 - i. Signalized and all-way stop controlled intersections. Overall intersection delays exceeding LOS "E" during the peak 15 minutes of the peak hours of the average weekday, and if AWSC intersections meet MUTCD volume-based signal warrants.
 - ii. Roundabouts and stop-controlled intersections. If the critical movement delay exceeds LOS "E" and the v/c ratio on the critical movement is more than 0.90 or if the critical movement experiences a

- 95th percentile queue more than four vehicles, or if a stop-controlled intersection meets MUTCD volume-based signal warrants.
 - iii. Local streets experiencing an Average Daily Traffic volume higher than 1,200 vehicles per day.
 - iv. Intersections on ODOT facilities will be required to comply with ODOT mobility targets. Coordination with ODOT is required in the study process.
 - v. Intersections on Deschutes County facilities are required to comply with County performance standards. Coordination with Deschutes County is required in the study process.
- 9. Arterial and Collector Left Turn, Right Turn Lane Assessment.
 - a) Left-turn lane criteria must be assessed per ODOT Criteria based on the Texas Transportation Institute (TTI) curves, or ODOT's APM for State facilities. on guidance within NCHRP 193 (or ODOT's APM for State facilities).
 - b) Right-turn lane criteria must be assessed for intersections comprised of either a collector or arterial based on ODOT's methodology outlined within the APM.
- 10. Safety Review.
 - a) Safety must be evaluated for the study area and a Discretionary Track application may require additional locations as required by the City Engineer. The evaluation must document and review crash data from the ODOT Crash Analysis and Reporting Section (ODOT-CARS). Crash data must provide the most recent ODOT-certified five-year history of ODOT reported crashes and must be presented in tabular and crash diagram form. Crash data must include the following information:
 - i. Crash summary (crash severity and crash types);
 - ii. Crash patterns (was there an identifiable pattern to the crashes due to the design characteristics of the intersections) and crash types affecting proposed development trips; and
 - iii. Whether any location within the study area is included within published safety studies, such as the Oregon Department of Transportation Safety Priority Index System lists, ODOT Safety Action Plan, County Transportation Safety Action Plan (TSAP), or other safety studies submitted within City of Redmond.
 - b) Projects are considered to have significant safety impacts if study area intersections experience a crash rate that exceed the 90% thresholds of similar intersections Statewide identified in ODOT's APM, or if the study area includes locations identified within published safety studies, such as the Safety Priority Impact System (SPIS).
- 11. Walking, Biking and Transit.
 - a) Projects are considered to have significant multimodal impacts if they:
 - i. Fail to provide accessible and safe pedestrian and bike connections (i.e., accessible landings at corners, pedestrian refuge island where appropriate, striping and/or signage) to schools, adjacent residential

- areas, transit facilities, adjacent streets and to existing or planned neighborhood activity centers; or
 - ii. The project disrupts existing or planned biking or walking facilities or conflicts with the adopted Transportation System Plan facility maps; or
 - iii. The project otherwise conflicts with the City's designated Quiet Streets as identified in the Transportation System Plan.
- 12. **Proportionate Share Contribution.** Each proposed development that submits a Transportation Impact Analysis will be required to contribute a proportionate share of the improvement costs toward identified pro-rata intersections. These locations, and the pro-rata methodology, will be established by the City of Redmond for locations that are not included within the five-year City's CIP and adopted within the annual budget or approved by Council, ODOT STIP, SDC methodology, or other approved/committed funding plans.

Proportionate share calculations must be submitted with the Transportation Impact Analysis. The TIA must include the proposed timing of the payment(s) based on timing of the impact(s). These costs will be based on the proportion of the project trips to the projected horizon year traffic volumes as identified within the adopted TSP or other applicable plan as follows:

$$\begin{aligned} \text{Proportionate Share Contribution} &= \\ &= \frac{(\text{Added PM Peak Hour Trips})}{(\text{TEV at TSP Horizon Year} - \text{TEV Current Year})} (\text{Estimated Construction Costs}) \end{aligned}$$

Note TEV = total entering vehicles

- 3. **Mitigation**
 - A. *Applicability.* When significant impacts are identified as part of the Transportation Impact Analysis, mitigation measures must be included to address those impacts.
 - B. *Preparation.* The applicant's engineer must consult with the City Engineer regarding proposed mitigation options. The proposed mitigation and a concept-level drawing of the final intersection form must be prepared and submitted prior to an overall development land use application being deemed complete. Mitigation measures may be proposed by the applicant or recommended by ODOT or Deschutes County in circumstances where a state or county facility will be impacted by a proposed development. Deschutes County and/or ODOT must be consulted to determine if improvements proposed for their facilities comply with their standards and are supported by the respective agencies.
 - C. *Intersection Operation Standards.* If the Transportation Impact Analysis shows that the operation standards at the intersection are or will be exceeded, the applicant is required to provide mitigation measures in compliance with subsection (F) of this section for the incremental degradation.
 - D. *Unique Situations.*

1. Development proposals within Master Planned Developments or where a transportation mitigation plan has been approved may exceed the operation standards at affected intersections as long as the proposed development is consistent with the approved transportation mitigation plan.
2. Widening to accommodate additional travel lanes will not be permitted in the following situations:
 - a. *Clear and Objective Track and Discretionary Track*. Intersections and streets within the City's downtown overlay zone.
 - b. *Discretionary Track*. Where no physical mitigation or right of way is available to improve intersection operations to the performance standard;
or
 - c. *Discretionary Track*. Where improvements may result in unacceptable tradeoffs to other modes of travel.

E. *Timing of Improvements*.

1. Unless a unique situation is identified in subsection (D) of this section, Unique Situations, mitigation must be in place, or adequately financially secured, at the time of final platting of a land division or at the time of final occupancy, whichever occurs first. Mitigation for phased developments must be in place at the time specified in the approved decision. Construction of emergency services access requirements may be needed earlier.
2. Development proposals within Master Planned Developments where a Transportation Mitigation Plan has been approved must refer to the Plan for the extent and timing of improvements.

F. *Mitigation Measures*. Mitigation measures must consider all users and mitigate the impacts of the proposed development.

1. The following mitigation measures may be proposed by the applicant:
 - a. *Clear and Objective and Discretionary Track. Construct Transportation Mitigation*.
 - i. Mitigation must include the construction of the full intersection infrastructure and control required to bring the intersection into compliance with this code, the City of Redmond Transportation System Plan, and the City of Redmond Standards and Specifications.
 - ii. Intersection improvements must improve corridor operations in terms of progression and reduced corridor delay, and must be shown to cause no significant adverse impact to the corridor during integrated corridor operations in balance with safety and multimodal facility goals.

- iii. Mitigation in the form of street widening must be constructed in conformance with the street classification of the City of Redmond Transportation System Plan and the cross-sections contained in this code or the City of Redmond Standards and Specifications. At the written request of an applicant and as part of the discretionary track development review process, the City Engineer may approve an alternate cross section if it meets operations standards.
- iv. Multimodal accommodations must be considered as part of any improvement.

b. *Discretionary Track. Construct Interim Transportation Mitigation.*

- i. *Construct Interim Mitigations.* Interim mitigation measures may include but are not limited to upgraded operations controls, interconnected signals, signage, striping, pedestrian refuge, etc.
- ii. Improved signal timing and phasing may be achieved by installing the necessary communications and field equipment that would provide the increased capacity necessary to achieve the operation standards. For this to be acceptable as an interim measure, the applicant must demonstrate through a field calibrated corridor operations model that the proposed signal timing and phasing will provide the additional capacity necessary to meet the required standards. Timing and phasing communications and field equipment are subject to approval of the City Engineer and/or ODOT.
- iii. *Transportation Demand Management (TDM) Plan.* Implement an approved TDM plan demonstrating how impacts will be mitigated and monitored over time.
- iv. *Walking, Biking and Transit.* In addition to accommodating walking and biking as part of the intersection and street improvement mitigation, walking, biking and transit improvements may be considered as potential mitigation measures, particularly when they reduce the number of study area generated vehicle trips or implement the City's *Quiet Streets*. Mitigation improvements may include accessible sidewalks, pedestrian refuges, bike lanes, curb extensions, traffic control devices, curb ramps, striping, signage and other elements. Negative impacts of intersection and street mitigation measures on walking and biking infrastructure, such as on crosswalks and roadway shoulders, must be avoided, minimized, and/or mitigated themselves. The City may require accessibility improvements, including compliant curb ramps along the proposed development and including safe and accessible paths of travel to and from the proposed

development, depending on the type and impacts of the proposed development.

v. *Payment in Lieu of Construction.* If infrastructure construction is required above, the City may elect to accept a payment in an amount equal to the cost estimated by the City for the design, right-of-way acquisition, utility relocation and construction cost of the improvements in lieu of actual construction. The City will use these funds to improve multi-modal safety, operations and to relieve congestion. Once the City accepts a payment in lieu of construction, the proposed development may proceed even if the impact of the proposed development causes the operation standards to be exceeded.

vi. *Alternate Location Mitigation.* Mitigation strategies at alternative locations or affecting alternative modes of travel may be proposed by the applicant and may be accepted by the City Engineer. At a minimum, the proposed improvements must meet the following criteria:

- a. The overall improvements proposed should be proportional to the impacts created by the application;
- b. The proposed improvement strategies must address a critical need or issue within the study area such as safety, connectivity, system capacity, and parallel routes;
- c. The locations proposed for improvement must be within the study area;
- d. The proposed improvements must not already be, or be in the process of being, a condition of approval of another development; and
- e. All applicable analysis requirements for the primary locations(s) apply to the analysis of the alternative location(s).

vii. *Suspend the Mobility Standard.* The City Engineer may suspend the mobility standard for a particular intersection or series of intersections under the City's jurisdiction when the intersection(s) may be in a condition that interim mitigation is not practical due to the large scale of the improvements or the City desires to maintain the current intersection's form. In such cases, developments impacting the intersection(s) do not have to analyze or mitigate impacts on the intersection(s). The City Engineer will issue a written statement providing the duration and reason for the suspension of the mobility standard, and will maintain a list of all

intersections where the mobility standard has been suspended. Suspending the mobility standard is not a limited land use decision or a land use decision.

EXHIBIT B

PROPOSED TEXT AMENDMENTS TO THE REDMOND CITY CODE, CHAPTER 8 REDMOND DEVELOPMENT CODE (RDC)

PREPARED FOR: November 15, 2023, Planning Commission Hearing
December 12, 2023, City Council Work Session

HEARINGS BODY: Redmond Urban Area Planning Commission

REVIEWING STAFF: Jessica MacClanahan, City Engineer
Lindsey Crowsigt, Assistant City Engineer
David Pilling, Engineering Development Manager

TOPIC: Grading of Building Sites and Stormwater Drainage

I. Purpose

- Moves grading and stormwater criteria from the Redmond Development Code to the City of Redmond Standards and Specifications.

II. Proposed Amendment to RDC

Proposed text amendments are shown in ~~strike-through~~ and in Red or Red Underline.

ARTICLE III – LAND DIVISION STANDARDS DESIGN STANDARDS AND IMPROVEMENTS

8.2720 Grading of Building Sites. Grading of building sites shall conform to the current version of the City of Redmond Standards and Specifications. ~~following standards unless physical conditions demonstrate the propriety of other standards:~~

- ~~1. Slopes shall be less than or equal to 3 to 1 (horizontal to vertical) unless slope reinforcement and low maintenance surfaces are provided. Cut slopes as steep as 1 to 1 are permitted in native rock material if that material is suitable to stand at the slope without raveling. Toe of full slopes steeper than 3 to 1 and top of cut slope shall be no closer than 2 feet from the property line.~~
- ~~2. Structural engineering must be provided for retaining walls higher than four feet from the base of the footing to the top of the retaining portion of the wall and for retaining walls of any height that support a surcharge such as a structure, roadway, or slope greater than 4 to 1.~~
- ~~3. Stormwater must be controlled in accordance with the City of Redmond Public Works Standards and Specifications to avoid erosion and impacts to adjacent property.~~
- ~~4. Cuts and fills greater than 5 feet from original ground to final grade should be avoided.~~
- ~~5. Foundations should be stepped or other measures used to minimize cuts and fills. Slopes steeper than 3:1 shall be landscaped, terraced, or receive other treatment to reduce the visual impact and minimize the need for maintenance.~~
- ~~6. Areas that require engineered fill to support structures, roadways or for other reasons shall be noted in the grading plan. Design and placement of engineered fill shall be under the direction of a licensed professional engineer. Fill material shall be tested and approved by the engineer prior to placement and tested with~~

~~suitable methods after compaction. Fill in areas that do not support a structure shall be suitable with a minimum of voids and organic material.~~

~~7. The composition of soil for fill and the characteristics of lots and parcels made useable by fill shall be suitable for the purpose intended.~~

~~8. When filling or grading is contemplated by the subdivider or partitioner, they shall submit plans showing existing and finished grades for the approval of the City Engineer. In reviewing these plans, the City Engineer shall consider the need for drainage and effect of filling an adjacent property.~~

~~9. Grading shall be finished in such a manner as not to create steep banks or unsightly areas to adjacent property.~~

~~10. Any land that requires engineered fill shall be so noted on the plat. Design and placement of engineered fill shall be under the direction of a licensed professional engineer.~~

ARTICLE IV - SITE AND DESIGN REVIEW STANDARDS INTRODUCTORY PROVISIONS

8.3035 Design Review Criteria. Prior to issuance of a building permit, the following applicable criteria shall be met.

[...]

7. General Site Criteria.

A. Grading and Drainage.

~~1. **Grading.** Grading of on-site private land shall be managed to ensure that there are no adverse conditions created for neighboring lands or public right-of-way. A stormwater grading plan shall be developed that satisfies the following criteria: shall conform to the City of Redmond Standards and Specifications.~~

~~a. On-site maintainability.~~

~~b. Professional civil engineering practices.~~

~~c. Identify responsibility for the management of the stormwater.~~

~~2. **Drainage and Stormwater.** Per direction of the City Engineer, and specified in the City of Redmond Standards and Specifications, drainage shall be managed on-site or as determined reasonable for shared responsibility for both conveyance and disposal of private and public right-of-way stormwater. Drainage shall be maintained in conformance with the City of Redmond Standards and Specifications. A stormwater drainage plan shall be developed in conformance with the City of Redmond Standards and Specifications.~~

~~The storm event shall be for the 50-year 24-hour storm event, and require the total of public and private runoff to be contained within development boundaries. At a minimum, a drainage plan shall include engineering calculations meeting professional practice methods of storm volume development, original and new topography of the site, drainage pathways and flow direction, location of retainage, and/or disposal of stormwater.~~

~~3. **Blasting.** A permit for explosive blasting shall be obtained from Redmond Fire & Rescue and City Engineer prior to blasting.~~

EXHIBIT C

PROPOSED TEXT AMENDMENTS TO THE REDMOND CITY CODE, CHAPTER 8 REDMOND DEVELOPMENT CODE (RDC)

PREPARED FOR: November 15, 2023, Planning Commission
December 12, 2023, City Council

HEARINGS BODY: Redmond Urban Area Planning Commission

REVIEWING STAFF: Jessica MacClanahan, City Engineer
Lindsey Croomsigt, Assistant City Engineer
David Pilling, Engineering Development Manager

TOPIC: Street Trees and Tree Preservation

I. Purpose

- Modifies regulatory criteria for street trees and tree preservation.

II. Proposed Amendment to RDC

Proposed text amendments are shown in ~~strike-through~~ and in Red or Red Underline.

ARTICLE III – LAND DIVISION STANDARDS SUBDIVISION APPLICATION PROCEDURE

8.2236 Subdivisions may be created following two tracks: Track 1 (General) and Track 2 (Clear and Objective Standards).

1. Track 1 – General Criteria. Subdivision Tentative Plans (No ‘Needed Housing’).

[...]

G. The proposed subdivision is designed and sited such that roads, infrastructure, utilities, and future development of proposed lots will minimize impacts to the natural environment by addressing the following:

[...]

2. **Preservation and Replacement of Trees.** All existing trees having a ten (10) inch trunk diameter measured 4.5 feet above grade or greater are considered significant and shall be preserved or replaced at a ‘one-to-one’ ratio. Replacement trees shall have a minimum 1.5 inch trunk diameter measured at 4.5 feet above grade. This criterion shall be met in the submitted landscape plan. Street trees are counted as replacement trees. Trees removed for installation of public infrastructure are not required to be replaced, however they should be preserved where possible. The CDD director may prohibit removal of significant trees located within the setback along the perimeter of the parcel to be developed, located adjacent to water features, or

that provide screening or buffering to existing development where not located within the proposed or potential building footprint. An alternate restoration plan may be approved by the CDD Director or designee.

- i) **Tree Survey.** A tree survey shall be submitted with the land use application. The Tree Survey shall indicate location of all trees with diameter 10 inches or larger, their diameter, and whether they are coniferous or deciduous on private property and in the right of way adjacent to the property. The plan shall show which trees are proposed for removal and the location of replacement trees. The plan shall show tree Protection Zone (TPZ) for trees to be preserved, conforming with the Standards and Specifications. The tree survey shall show the proposed improvements or potential improvements, indicated by the buildable area of a lot consistent with the maximum lot coverage area of the zone.

3. Spacing and Locations of Trees Required. Street tree location and spacing must be based upon the type of tree(s) selected and the canopy size at maturity, based on the approved street tree list per the City of Redmond Standards and Specifications. The number of street trees required is determined by the frontage length of the development in feet, less the clearance areas (stop sign clearance, intersection clearance area, and clear vision areas), divided by the appropriate spacing selected per street tree list per the City of Redmond Standards and Specifications.

Number of Trees Required = (Length of development frontage – clearance areas) / tree spacing

Trees shall be centered in the landscape strip or in the shoulder, unless a conflict exists.

An exception to the tree spacing requirements includes when planting a tree would conflict with existing trees, retaining walls, utilities, driveways, or other similar physical barriers. The Community Development Director, or designee, may approve alternative spacing or allow street trees to be located on private property within five feet of the right of way or public utility easement boundary when it exists.

Street trees shall be separated from the infrastructure listed below. Spacing is measured from the center of the trunk of the tree to the planned or existing infrastructure listed below:

Minimum Distance from Street Tree to Infrastructure	
<u>Item</u>	<u>Minimum Distance</u>
<u>Stop signs</u>	<u>50 feet</u>
<u>Traffic signs</u>	<u>20 feet</u>
<u>Street lights</u>	<u>25 feet</u>
<u>Intersections</u>	<u>35 feet</u>
<u>Non-street light utility poles</u>	<u>10 feet</u>
<u>Fire Hydrants</u>	<u>10 feet</u>
<u>Water meter/service, sewer service, vault, utility boxes, sampling manholes, catch basins, sedimentation manholes, drywells</u>	<u>5 feet</u>
<u>Driveways, sidewalks, curb</u>	<u>2 feet</u>
<u>Alleys</u>	<u>10 feet</u>
<u>Property lines</u>	<u>2 feet</u>

Trees shall not be planted within the following areas:

- (i) Clear vision areas;

- (ii) Stop sign clearance areas;
- (iii) Intersection clearance areas;
- (iv) City easements, unless approved by the City Engineer;
- (v) Public ~~u~~Utility ~~e~~Easements (PUE); and
- (vi) Medians less than four feet wide.

~~Tree Preservation. The proposed project shall be designed and sited to preserve significant trees to the greatest degree attainable or feasible, with trees having the following characteristics given the highest priority for preservation.~~

- ~~a. Healthy trees that have a reasonable chance of survival considering the base zone or special area zone designation and other applicable approval criteria;~~
- ~~b. Trees located within vegetated corridors and stands rather than individual isolated trees subject to windthrow;~~
- ~~c. Trees that fulfill a screening function, provide relief from glare, or shade expansive areas of pavement;~~
- ~~d. Trees that provide a buffer between potentially incompatible land uses;~~
- ~~e. Trees located along the perimeter of the lot(s) and within building setback areas;~~
- ~~f. Trees and stands of trees located along ridgelines and within view corridors;~~
- ~~g. Trees with significant habitat value;~~
- ~~h. Trees adjacent to public parks, open space, and streets;~~
- ~~i. Trees along water features;~~
- ~~j. Heritage Trees.~~

~~3. Restoration or Replacement.~~

- ~~a. For areas not included on the city's acknowledged Goal 5 inventory, the proposal mitigates, to the greatest degree attainable or feasible, the loss of significant natural features described in criteria (1) and (2) above, though the restoration or replacement of natural features such as:~~
 - ~~i. Planting of replacement trees within common areas; or~~
 - ~~ii. Re-vegetation of slopes, ridgelines, and street corridors; or~~
 - ~~iii. Restoration of native plant habitat.~~
- ~~b. Street Trees. If the proposal includes removal of any street tree(s), removal of those street tree(s) has been approved or approved with conditions imposed by the City.~~

[...]

2. Track 2 – Subdivision, Tentative Plan Approval Criteria ('Needed Housing' & Clear and Objective Standards).

[...]

E. The proposed subdivision is designed and sited such so roads, infrastructure, utilities, and future development of proposed lots will minimize impacts to the natural landscape by addressing the following:

1. Preservation and Replacement of Trees. The subdivision shall meet the criteria in subsection 8.2236 (1)(G)(2) and (3). ~~Tree Preservation. The proposed project shall be designed and sited to~~

~~preserve trees having the following characteristics:~~

- ~~a. Healthy trees that have a reasonable chance of survival considering the base zone or special area zone designation and other applicable approval criteria;~~
- ~~b. Trees located within vegetated corridors and stands rather than individual isolated trees subject to windthrow;~~
- ~~c. Trees that fulfill a screening function, provide relief from glare, or shade expansive areas of pavement;~~
- ~~d. Trees that provide a buffer between potentially incompatible land uses;~~
- ~~e. Trees located along the perimeter of the lot(s) and within building setback areas;~~
- ~~f. Trees and stands of trees located along ridgelines and within view corridors;~~
- ~~g. Trees with significant habitat value;~~
- ~~h. Trees adjacent to public parks, open space, and streets.~~
- ~~i. Trees along water features.~~
- ~~j. Heritage trees.~~

~~2. Restoration or Replacement.~~

~~a. For areas not included on the City's acknowledged Goal 5 inventory, the proposal mitigates, to the greatest degree attainable or feasible, the loss of significant natural features described in criteria (a) above, through the restoration or replacement of natural features such as:~~

- ~~i. Planting of replacement trees within common areas; or~~
 - ~~ii. Re-vegetation of slopes, ridgelines, and pedestrian corridors;~~
- ~~or~~

~~iii. Restoration of native plant habitat.~~

~~b. For areas included on the City's acknowledged Goal 5 inventory, any loss of natural features shall be consistent with the acknowledged level of protection provided for the resource.~~

~~Street Trees. If the proposal includes removal of any street tree(s), removal of those street tree(s) has been approved or approved with conditions by the City.~~

ARTICLE IV - SITE AND DESIGN REVIEW STANDARDS

INTRODUCTORY PROVISIONS

8.3035 Design Review Criteria.

5. Landscaping.

[...]

I. Preservation and Replacement of Trees. All existing trees having a ~~six-ten~~ (610) inch trunk diameter ~~4.53' feet~~ above grade or greater are considered significant and shall be preserved or replaced ~~with fifteen~~ gallon-sized trees at a 'one-to-one' ratio. Replacement trees shall have a minimum ~~1.5-1/2~~-inch trunk diameter measured at ~~34.5' feet~~ above grade. This criterion shall be met in the submitted landscape plan. Street trees are counted as replacement trees. Trees removed for installation of public infrastructure are not required to be replaced, however they should be preserved when possible. The CDD director may prohibit removal of significant trees located within the setback along the perimeter of the parcel to be developed, a proposed open space, adjacent to water

features, or that provide screening or buffering to existing development where not located within the proposed or potential building footprint. An alternate restoration plan may be approved by the CDD Director or designee.

- a) **Tree Survey.** A tree survey shall be submitted with the land use application. The Tree Survey shall indicate location of all trees with diameter 10 inches or larger and their diameter on private property and in the right of way adjacent to the property. The plan shall show which trees are proposed for removal and the location of replacement trees. The plan shall show tree Protection Zone (TPZ) for trees to be preserved, conforming with the Standards and Specifications. The tree survey shall show the proposed improvements or potential improvements, indicated by the buildable area of a lot consistent with the maximum lot coverage area of the zone.

J. Irrigation of plants and trees. Irrigation systems shall be required for all landscape areas and street trees except those designated for native vegetation. Type of irrigation system and approximate line location shall be shown on the site plan provided.

K. Street trees. Street trees are required to be installed on all residential, commercial, and industrial lots fronting on public or private streets, including on lots already platted at the time of adoption of this ordinance (Ord. #2013-04, 05/14/2013), but not yet developed. Street trees shall be provided in accordance with the following requirements:

1. **Street Tree Plan.** A street tree plan shall be provided showing the location of street trees, the types and the installation sizes of the trees and the type of irrigation proposed.

2. **Timing of Improvements.** All street tree(s) shall be installed prior to issuance of a Certificate of Occupancy for said construction. An exception to this shall be when it is not feasible to plant street trees due to cold weather, in which case a posting of a bond for the value of the tree shall be acceptable to ensure the tree is planted at the earliest feasible time as determined by the City.

3. **Number Spacing and Locations of Trees Required.** Street tree location and spacing must be based upon the type of tree(s) selected and the canopy size at maturity, based on the approved street tree list per the City of Redmond Standards and Specifications. The number of street trees required is determined by the frontage length of the development in feet, less the clearance areas (stop sign clearance, intersection clearance area, and clear vision areas), divided by the appropriate spacing selected per street tree list per the City of Redmond Standards and Specifications.

Number of Trees Required = (Length of development frontage – clearance areas) / tree spacing

Trees shall be centered in the landscape strip or in the shoulder, unless a conflict exists.

An exception to the tree spacing requirements includes when planting a tree would conflict with existing trees, retaining walls, utilities, driveways, or other similar physical barriers. The Community Development Director, or designee, may approve alternative spacing or allow street trees to be located on private property within 5 feet of the right of way or public utility easement boundary when it exists.

Street trees shall be separated from the infrastructure listed below. Spacing is measured from the center of the trunk of the tree to the planned or existing infrastructure listed below:

Minimum Distance from Street Tree to Infrastructure	
<u>Item</u>	<u>Minimum Distance</u>
<u>Stop signs</u>	<u>50 feet</u>
<u>Traffic signs</u>	<u>20 feet</u>
<u>Street lights</u>	<u>25 feet</u>
<u>Intersections</u>	<u>35 feet</u>
<u>Non-street light utility poles</u>	<u>10 feet</u>
<u>Fire Hydrants</u>	<u>10 feet</u>
<u>Water meter/service, sewer service, vault, utility boxes, sampling manholes, catch basins, sedimentation manholes, drywells</u>	<u>5 feet</u>
<u>Driveways, sidewalks, curb</u>	<u>2 feet</u>
<u>Alleys</u>	<u>10 feet</u>
<u>Property lines</u>	<u>2 feet</u>

Trees shall not be planted within the following areas:

- (i) Clear vision areas;
- (ii) Stop sign clearance areas;
- (iii) Intersection clearance areas;
- (iv) City easements, unless approved by the City Engineer;
- (v) Public Utility Easements (PUE); and
- (vi) Medians less than four feet wide.

of Trees Required. The number of street trees planted on each lot

~~is dependent upon the lot width per the table below:~~

~~4. **Spacing of Trees.** Street trees shall be spaced in accordance with the table below:~~

~~An exception to the tree spacing requirements above includes when planting a tree would conflict with existing trees, retaining walls, utilities, driveways, views, or other similar physical barriers. In those cases, the Community Development Director, or designee, may approve alternative spacing.~~

~~5. **Location of Trees.** Street trees shall be planted within existing and proposed planting strips or in City approved sidewalk tree wells on streets without planting strips unless an alternative street tree location is approved during the planning review process. The location of trees shall meet the following setback requirements:~~

Object Tree Must be Setback from	Distance Street Tree Must Be Setback From Object
Curb or sidewalk	3 ft (small and medium stature tree) and 3 ft (large stature tree); in no cases, shall the tree be more than 10 ft from the curb

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Curb line of an intersection, stop/yield signs, and streetlights	25 ft
Adjacent Tree	20 ft
Fire Hydrants, utility poles and directional traffic signs	10 ft
Edge of a driveway	5 ft
Property lines	2 ft

6. Caliper Size. The minimum caliper size at planting shall be 1½ inches for single family residential and 1½ inches for commercial and industrial. If the required caliper is not available, the Community Development Director, or designee, may accept an alternative proposal that is comparable.

7. Approved Tree List. Types of street trees shall be selected from the City Arborist's approved list of trees per the City of Redmond Standards and Specifications.

8. Maintenance. Maintenance of street trees shall be in accordance with standards listed in Section 3.600 of the Redmond Code.

9. Utility Easements. All street trees shall be placed outside utility easements ~~unless the utilities are in a protective conduit.~~ If the existing planter strip contains such easements and is not wide enough to also accommodate street trees, the street tree location requirement ~~in section 4 above~~ may be adjusted by the Community Development Director, or designee, during the development review process.

EXHIBIT D

ARTICLE I - ZONING STANDARDS

(***)

LANDSCAPING REQUIREMENTS

<u>Landscape Plan Standards</u>	<u>8.0520</u>
<u>Landscape Design Standards</u>	<u>8.0530</u>
<u>Street Tree Standards</u>	<u>8.0540</u>

(***)

ARTICLE I - ZONING STANDARDS

INTRODUCTORY PROVISIONS

(***)

8.0020 Definitions. As used herein, the following words and phrases shall mean:

(***)

Active-Style Park. A park designed for active recreation no less than 15,000 square feet in size, consolidated in shape, and configured and/or furnished for recreational activities such as sports, public/family gatherings, or pet areas. See also *Passive-Style Park*.

(***)

Landscape. The act of improving the aesthetic appearance and/or ecosystem function of land ~~(a piece of land)~~ by changing its contours, adding and maintaining ornamental features and plantings, or planting groundcover, trees, and shrubs.

(***)

Passive-Style Park. A park designed from minimal activity that is of any configuration or shape and landscaped to encourage passive enjoyment (i.e. walking, sitting, trails) and for aesthetic value without the use of irrigated turf. See also *Active-Style Park*.

(***)

Screening. Materials used to conceal a feature or object from sight, such as fencing, walls, canopy, vegetation, or other barrier.

(***)

Turf. Vegetated groundcover, typically a species of grass.
Artificial Turf. Synthetic fiber surfacing made to mimic the appearance or function of grass or other groundcover without the requirements of real plant material.

Irrigated/Irrigatable Turf. Vegetated groundcover, typically grass or sod, requiring active management and inputs to maintain, including but not limited to the installation/use of irrigation infrastructure, fertilizers, pesticides, etc.

Native/Natural Turf. Vegetated groundcover consisting of native plant species, needing no management or inputs to maintain.

(***)

8.0141 Single Family Detached Dwellings and Plexes Development and Design Standards.

(***)

5. **Architectural Design Standards.** Although specific architectural styles are not mandated, single family detached dwellings and plexes, shall conform with the following standards:

- A. **Screening of Mechanical Equipment.** All exterior ground mounted mechanical equipment located forward from the line of the front façade (living space and garage) of the building shall be screened from the street at the ground/eye level line of sight ~~by use of landscaping materials such as shrubs and trees or fencing at least three (3) feet in height at installation.~~ Solar power, wind power, and satellite dishes necessitating placement on walls or roofs for normal operation are exempt from this provision.

(***)

3. **Front Façade Wall Design.** Ten (10) façade elements listed below shall be used on the front elevation. Use of T-111 exceeding 20% of all facades, combined, is not allowed.

(***)

- j. Optional enhancements and substitutions:
 - i. Enclosed soffits;
 - ii. 1 ½" caliper tree ~~in front of landscape area,~~ in addition to required street trees;
 - iii. Covered rear patio or porch;
 - iv. Eave greater than 12 inches in depth, including extended soffit details;
 - v. Where gable ends are proposed, at least three (3) gable end elements;
 - vi. Masonry accents;
 - vii. Paint color schemes, with a minimum of 2 colors used; and
 - viii. Other elements or substitutions as approved by the Community Development Director, or designee.

(***)

8. **Landscaping.** See Section 8.0520 through 8.0540 for applicable landscaping standards. Landscaping standards are as follows:

- a. ~~On all lots which new single family detached dwellings or plexes are constructed, landscaping shall be installed between the corresponding façade(s) of the structure and the edge of the street(s), public or private, for the entire~~

length of the street frontage(s).

- b. Required landscaping can include, but is not limited to, a combination of the following materials: living plant material such as trees, shrubs, flowers, and lawn (can include artificial turf); and non-living materials such as walkways and courtyards consisting of brick, concrete, asphalt, decorative rock, or other approved materials. Applicable landscaping requirements are subject to the following:
 - i. Xeriscaping is encouraged. The minimum required allowance for plantings shall be 25%. Rock, rock gardens and bark areas without plantings do not qualify as landscaping or xeriscaping.
 - ii. The use of gravel is limited to spaces specified for the parking of RVs.
 - iii. Areas of exposed dirt are not allowed.
- c. Street trees are required to be installed on all residential lots fronting on public or private streets, including lots already platted at the time of adoption of this ordinance, but not yet developed. Additional standards are located in Section 8.3035.5.K.

Lot Width	Number of Street Trees Required
Corner Lot	Tree requirements will be based on each street frontage length.
50 feet and less	1
51-100 feet	2
101-150 feet	3
151 feet and more	One tree/40 feet of width fronting street.

- i. Flag lots shall be exempt from street tree requirements unless the frontage portion of the flag lot is 30' or greater.
- d. All landscaping and street tree installation shall be completed prior to issuance of a Certificate of Occupancy.

(***)

8.0142 Townhouse Development and Design Standards.

(***)

- 5. **Design Standards.** New townhouses shall meet the design standards in subsections A through G of this section.

(***)

- B. **Screen of Mechanical Equipment.** All exterior ground mounted mechanical equipment located forward from the line of the front façade (living space and garage) of the building shall be screened from the street at the ground/eye level line of sight by use of landscaping materials such as shrubs and trees or fencing at least three (3) feet in height at installation. Solar power, wind power, and satellite dishes

necessitating placement on walls or roofs for normal operation are exempt from this provision.

C. Landscaping. See Section 8.0520 through 8.0540 for applicable landscaping requirements. Landscaping standards are as follows:

1. On all lots which new townhouses are constructed, landscaping shall be installed between the corresponding façade(s) of the structure and the edge of the street(s), public or private, for the entire length of the street frontage(s).
2. Required landscaping can include, but is not limited to, a combination of the following materials: living plant material such as trees, shrubs, flowers, and lawn (can include artificial turf); and non-living materials such as walkways and courtyards consisting of brick, concrete, asphalt, decorative rock, or other approved materials. Applicable landscaping requirements are subject to the following:
 - a. Xeriscaping is encouraged. The minimum required allowance for plantings shall be 25%. Rock, rock gardens and bark areas without plantings do not
 - b. The use of gravel is limited to spaces specified for the parking of RVs.
 - c. Areas of exposed dirt are not allowed. qualify as landscaping or xeriscaping.
3. Street trees are required to be installed on all residential lots fronting on public or private streets, including lots already platted at the time of adoption of this ordinance, but not yet developed. Additional standards are located in Section 8.3035.5.K.

Lot Width	Number of Street Trees Required
Corner Lot	Tree requirements will be based on each street frontage length.
50 feet and less	1
51-100 feet	2
101-150 feet	3
151 feet and more	One tree/40 feet of width fronting street.

- a. Flag lots shall be exempt from street tree requirements unless the frontage portion of the flag lot is 30' or greater.
4. All landscaping and street tree installation shall be completed prior to issuance of a Certificate of Occupancy

(***)

8.0143 Cottage Cluster Development and Design Standards.

(***)

7. **Design Standards.** New cottage clusters shall meet the design standards in subsections A through H of this section.

(***)

- B. **Common Courtyard Design Standards.** Each cottage cluster must share a common courtyard in order to provide a sense of openness and community of residents. Common courtyards must meet the following standards (see Figure 1):
1. The common courtyard must be a single, contiguous piece.
 2. Cottages must abut the common courtyard on at least two sides of the courtyard.
 3. The common courtyard must contain a minimum of 150 square feet per cottage within the associated cluster (as defined in subsection A of this section 6).
 4. The common courtyard must be a minimum of 15 feet wide at its narrowest dimension.
 5. The common courtyard shall be developed with a mix of landscaping, lawn area, pedestrian paths, and/or paved courtyard area, and may also include recreational amenities. Common courtyards shall not be landscaped with irrigated turf unless the courtyard is also configured and/or furnished to support recreational activities such as sports, public/family gatherings, or pet areas. Impervious elements of the common courtyard shall not exceed 75 percent of the total common courtyard area.
 6. Pedestrian paths must be included in a common courtyard. Paths that are contiguous to a courtyard shall count toward the courtyard's minimum dimension and area. Parking areas, required setbacks, and driveways do not qualify as part of a common courtyard.

(***)

- F. **Parking Design.** (See Figure 2).

(***)

3. **Screening.** Clustered parking areas and parking structures shall be screened from sight of common courtyards and public streets at a height of no less than three feet. Landscaping, fencing, or walls at least three feet tall shall separate clustered parking areas and parking structures from common courtyards and public streets.

(***)

8.0175 Downtown Overlay District. In the Downtown Overlay District, the following regulations shall apply:

(***)

4. **Development Standards.** In the Downtown Overlay District, the following dimensional standards shall apply:
 - A. **Minimum Building Setback:** Two (2) feet. Surface treatment needs to be of similar nature as adjoining sidewalk.
 - B. **Maximum Building Setback:** Ten (10) feet. Surface treatment beyond two feet from the sidewalk needs to be landscaped or treated with decorative pavers. Use of irrigated turf or asphalt is prohibited. For full-block developments, a minimum of

50% of the primary street-facing building façade must be located at the minimum two (2) feet setback as described in 4.A.

(***)

8.0195 Table D, Minimum Standards. The following minimum standards are required in each of the Commercial and Industrial zones as follows (all distances are measured in feet):

	C-1	C-2	C-3	C-4	C-4A	C-5	M-1 & M-1.5	M-2	LLI	DOD
Minimum Yard Setbacks										
Front										
Local Street	10	^H 5	10	10	10	10	10	10	10	^H 2
Collector	25		25	25	25	25	25	25	25	
Arterial	50		50	50	50	50	50	50	50	
Interior Side										
Standard						^D 5	^F 10-15	^F 10-15	10-15	
Adjacent to R-Zone	25		25	25	25					
Street Side										
Local Street	10		10	10	10	50	10	10	10	
Collector	25		25	25	25	50	25	25	25	
Arterial	50		25	50	50	50	50	50	50	
Rear										
Interior						^D 5	10	10	10	
Local Street	10		10	10	10	50	10	10	10	
Collector	25		25	25	25	50	25	25	25	
Arterial	50		25	^C 25/50	25	50	50	50	50	
Adjacent to R-Zone	25		25	25	25				50	
Adjacent to alley	^A 10/25		^A 10/25	^A 10/25	^A 10/25					
Maximum Front Yard Setback		^I 15								^I 10
Maximum Building Height	60	^B 50/60	60	60	60	60	60	60	60	^G 50/60/75
Minimum Street Frontage										
Standard Street	50	50	50	50	50	50	50	50	50	
Cul-de-sac	30	30	30	30	30	30	30	30	30	
Minimum Landscaping	15%	^J 15%	15%	15%	15%	15%	15%	15%	15%	0%
Minimum Lot Size*									200 acres for 1st Lot. 50 acres	
* The minimum lot size shall be determined based on demonstration of the ability to develop the site in accordance with the zone standards, off-street parking standards, Site & Design Review Standards, landscaping requirements and other applicable Development Code provisions without adverse impact to water and land resource quality and adjoining properties. * Residential uses permitted in Commercial zones shall be subject to the density standards for the R-5 zone, except for the C-2, C-3 zone and Downtown Overlay District, for which there is no maximum density standard. ^A A rear yard abutting an alley shall be 25 feet from the property line to foundation when the alley is used to service the commercial establishment and 10 feet in other cases.										

^B Maximum building height is limited to 45 feet for all structures within one full city block of a residential zone. Where allowed buildings over 45 feet shall conform the Upper Floor Setback Standards in the Downtown Overlay Zone Site and Design Standards in Section 8.0175(5).
^C Rear yards along the north side of Highland Avenue/Highway 126 between SW 23rd and SW 27th Streets shall have a minimum arterial setback of 25 feet. All other rear setbacks adjacent to arterials shall be 50 feet.
^D The minimum setback between a structure and an existing use in the C-5 zone shall be 5 feet from the property line and 10 feet from any adjacent structure on the subject site or adjacent property.
^E No use located in an industrial zone adjacent to or across the street from a residential zone shall exceed 60% of the lot area including buildings, storage or facilities, and off-street parking and loading. Most of the landscaping required on industrial lots that abut residential zones is permitted in between the industrial use / residential uses.
^F The minimum side yard in an industrial zone shall be 10 feet for 1 and 2 story buildings and 15 feet for 3 story buildings.
^G Maximum building height is limited to 50 feet for all structures within one full city block of a residential zone. Where allowed, buildings over 50 feet shall conform the Downtown Overlay District Site and Design Standards in Section 8.0175(5). The maximum building height for structures west of SW 5 th Street is 60 feet. The maximum building height for structures east of 5 th Street is 75 feet and may be increased above 75 feet if a Conditional Use Permit for the structure is approved by a Hearings and Review Authority.
^H Existing zero-lot line structures as of August 12, 2008, shall be exempt from this standard. At the time the front façade of a building or a building is demolished as defined by this Code, then the building shall comply with this standard unless a variance is approved.
^I Full block developments require a minimum of 50 percent of the building façade to be developed to the minimum setback. Asphalt and irrigated turf is prohibited in the front yard setback (concrete, pavers, landscaping are allowed).
^J May be met through walkways, play areas, plazas, pocket parks, and picnic areas.

(***)

8.0225 Table F, Minimum Standards. The following minimum standards are required in each respective zone (all distances are measured in feet):

Minimum Setbacks/Yards Feet:	FG	OSPR	PF	Park	Airport
Front	10	10	10	10	10
Local Street	35	40	25	25	25
Collector	50	40	50	50	50
Arterial					
Interior Side					
Standard	10	20	^F 10-15	^F 10-15	^F 10-15
Adjacent to R-Zone	25	25	25		
Street Size					
Local Street	10	25	10	10	10
Collector	25	25	25	25	25
Arterial	50	50	50	50	50
Rear					
Interior	10	20	10	10	10
Local Street	10	25	10	10	10
Collector	25	25	25	25	25
Arterial	50	50	50	50	50
Adjacent to R-Zone	25	25	25	25	25
Maximum Building Height - Feet	^A 60	25	60	40	^A 60/45
Minimum Street Frontage - Feet					
Standard Street	50	50	50	50	50

Cul-de-sac	30	30	30	30	30
Minimum Landscaping	15%	15%	15%	15%	15%
Lot Coverage Maximum					
Non-Commercial Use					
Use Adjacent to Residential			75%		
Minimum Lot Size/Other	B*	N/A*	N/A*	N/A*	N/A*
*The minimum lot size shall be determined based on demonstration of the ability to develop the site in accordance with the zone standards, off-street parking standards, Site & Design Review Standards, landscaping requirements and other applicable Development Code provisions without adverse impact to water and land resource quality and adjoining properties.					
^A Unless applicant provides written documentation from the Fire Department that the structure will not exceed the capability of available fire-fighting equipment. The maximum building height for all structures in the Airport Zone is 60 feet. If the structure is within 200 feet of the airfield security/perimeter fence, the maximum building height for all structures is 45 feet. No building permit will be issued in the Airport Zone until the FAA Form 7460-1 is received by the City of Redmond from the FAA. See the Airport Control Zone (RDC 8.0230) for additional building height restrictions.					
^B Except for annual fair, any activity of use anticipated to generate 500 or more pm peak traffic trips shall not be permitted unless approved by the City in conjunction with traffic impacts mitigation including but not limited to alternate transportation routes to serve the use, and/or provision of ODOT and City approved temporary traffic control.					
^E No use adjacent to or across the street from a residential zone shall exceed 75% of the lot area including buildings, storage, or facilities.					
^F The minimum side yard shall be 10 feet for 1 and 2 story buildings and 15 feet for 3 story buildings.					

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8.0265 Table H, Minimum Standards. The following minimum standards are required in each respective zone (all distances are measured in feet):

Standard:	MUN	MUE	MULW and MULW-SD	Reference/Standards:
Minimum Yard Setbacks				
Front				
Local Street	0 ft.**	10 ft.	10 ft.	
Collector	0 ft.**	15 ft.	15 ft.	
Arterial	0 ft.**	25 ft.	25 ft.	
Interior Side				
Standard	0 ft.	0 ft.	0 ft.	
Adjacent to R zone	25 ft.	25 ft.	0 ft.	
Street Side				
Local Street	0 ft.	10 ft.	10 ft.	
Collector	0 ft.	15 ft.	15 ft.	
Arterial	0 ft.	25 ft.	25 ft.	
Rear				
Interior	0 ft.	10 ft.	10 ft.	
Adjacent to alley	0 ft.	25 ft.	10 ft.	
Maximum Building Height	45 ft. ***	45 ft. ***	45 ft.	
Minimum Street Frontage	25 ft.	25 ft.	25 ft.	
Minimum Landscaping	15%	15%	10%	In the MUN zone, can be satisfied with street trees or shared open space
Maximum Lot Coverage	80%	80%	N/A	

Minimum Lot Size	2,500 sq. ft.	6,000 sq. ft.	5,000 sq. ft.	Only applies to non-residential uses.
Maximum Building Footprint Per Single Use	40,000 sq. ft.	60,000 sq. ft.		Only applies to non-residential uses.
Outdoor Storage	Not allowed as a permanent use	80% of primary building		Only permitted through site design review. Maximum size of storage area shall not exceed 40,000 square feet for any single use.
Note: Residential uses permitted in Mixed-Use zones shall be subject to the density standards for the R-5 zone.				
**Buildings shall be built to a minimum of 0 feet and a maximum of 15 feet of the front property line. A greater front yard setback may be approved through Site and Design Review if the setback area incorporates enhanced public spaces and pedestrian amenities such as plazas, arcades, outdoor cafe, benches, street furniture, public art, kiosks, or additional landscaping.				
***To foster compatibility between new multi-story buildings and existing single-story dwellings, multi-story buildings and structures in Mixed Use Neighborhood (MUN) district shall "step-down" to create a building height transition to adjacent single-story building(s) in low-density residential districts (R-1 and R-2), as provided in subsections 1-3, below:				
1. This standard applies to new and vertically expanded buildings and structures in the MUN district that are within [25] feet (as measured horizontally) of an existing single-story building in low-density residential (R-1 and R-2) districts with a height of [20] feet or less, as shown in the figure below.				
2. The transition standard is met when the height of the taller structure ("x") does not exceed one (1) foot of height for every one (1) foot separating the two structures ("y"), as shown in the figure below				
3. Exception: The provisions of subsections 1-2 do not apply when the approval body finds that the subject single-story buildings located within [25] of the subject site are redevelopable. "Redevelopable," for the purposes of this Section, means a lot either has an assessed market value that exceeds the assessed market value of all improvements on the lot, based on the most recent data from Deschutes County Assessor's Office; or the front yard of the subject lot is large enough that it could be subdivided based on the residential district standards				

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8.0270 Master Development Plans. A Master Development Plan is required as a condition of annexation, or after annexation, but prior to or concurrent with rezoning from Urban Holding-10 to other City zoning districts. The specific requirements for a Master Development Plan are:

(***)

C. Master Development Plan (MDP) or Partial Master Development Plan (PMDP) Submittal Requirements and Approval Process.

An application for approval shall include the submittal requirements set forth in the City's Land Use Review application form as well as the elements described below.

(***)

14. **Great Neighborhood Principles.** MDPs shall address applicable Great Neighborhood Principles below. In instances where the property proposed for a MDP is located within the boundary of an adopted Area Plan, the MDP shall also address the Great Neighborhood Principles according to the specificity provided in the Area Plan.

(***)

- c. **Open spaces, greenways, recreation.** All new neighborhoods shall provide ~~useable~~ open spaces with recreation amenities that are useable to the public and are integrated to the larger community via trails or pathways. ~~Central p~~Parks and plazas shall be developed in accordance with Redmond's Parks Master plan, or otherwise should be centrally located in the neighborhood and capable of supporting ~~be used to create~~ public gathering places and should be located in or near the center of the project to the extent practicable. New neighborhoods should retain and incorporate significant geological features such as rock outcroppings or stands of clustered native trees into the design and lot layout. Neighborhood and community parks shall be developed in locations consistent with the Redmond's Parks Master Plan.

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- h. **Urban – rural interface.** Urban development shall interface with rural areas through landscaped open space buffers at least 100 feet wide and the length of the urban development, excluding public streets, or shall be transitioned from higher density development to lower density development at the urban – rural interface. Residential subdivisions adjacent to areas outside of the UGB or URA shall provide buffering to manage the transition from urban to rural intensities by meeting at least one of the following standards:
- A. Provide 100-foot-wide landscaped buffers, exclusive of rights-of-way, for the entire length that the urban development is adjacent to lands outside of the UGB or URA. The buffers shall be landscaped with native vegetation characteristic of the local ecosystem; or
 - B. Locating lower density development at the urban-rural interface; or
 - C. Other appropriate and equivalent transitional elements as approved by the Review Authority.
- i. **Pocket parks/tot lots.** Fully developed “pocket parks” or “tot lots” shall be incorporated into medium and high density zoned residential subdivisions and site plans. These areas shall be developed for every twenty-five lots/units, a minimum of 3,000 square feet and privately maintained. Examples of amenities include: turf areas, benches, deciduous shade trees, irrigation, shrubs, natural or decorative features, and adequate trash receptable(s) and lighting. Residential subdivision and site plans shall incorporate “pocket parks” or “tot lots” at a ratio of 150 square feet of park area per lot/unit. These park areas shall be developed as active-style or passive-style parks and be privately maintained. No land located within public rights-of-way, an urban-rural interface buffer, or an identified Parks Master Plan neighborhood or community park may count towards this requirement, unless otherwise approved by the Community Development Director or designee.

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- k. **Green Design.** Energy-efficient design through solar access setbacks, xeriscaping, and planting of drought-resistant trees to

~~minimize water usage and provide shade.~~ Land divisions and site plans shall incorporate principles of sustainable design befitting the natural ecosystem of Central Oregon. These principles may be incorporated through the layout of individual lots and the configuration of neighborhoods and may include energy efficient siting and construction of buildings, water-wise and native landscaping, and amenities to provide for walkability via shade and priority access for pedestrians, or other such similar design strategy.

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8.0285 Cottage Developments.

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5. Development Standards. CODs shall meet the following Standards unless otherwise specified. In the case that these standards conflict with other standards within Article I, III, or IV of the Redmond Development Code, these standards shall take precedence:

(***)

C. Design Requirements

Feature	Standard
Building Height	25 feet
Lot Area	No minimum
Lot Width	No minimum
Lot Depth	No minimum
Floor Area	Average of 1000 square feet not to exceed 1250 square feet per unit excluding garage. 400 square feet car garages only, no RV garages.
Open Space	800 300 square feet per each dwelling unit.
Setbacks ⁶	
Perimeter	20' when abutting an arterial or collector street (along perimeter), underlying zone in all other cases; Setbacks to common areas determined at the discretion of the Hearings Body.
Front	No minimum
Side (corner lot)	No minimum, but 10' required between buildings.
Side (non-corner lot)	No minimum, but 10' required between buildings.
Rear	No minimum, but 10' required between buildings.
Solar	Northern perimeter only
Non-permeable surface area	60% of parent property (maximum)
Building coverage	50% of parent property (maximum)
Parking	
Residential	1.75 spaces / cottage d.u.
⁶ Setbacks listed are the minimum required. Setbacks are measured from foundation of any building requiring a building permit to the nearest property line. Foundation includes anchors for posts/supports where structurally related.	

A. Open Space, Park, and Common Area.

1. "Open space" means land area which can be physically accessed and used by occupants and users of the COD for scenic, landscaping, or ~~open~~ recreational purposes within the development.
2. **Open Space Land Area Requirements:**
For all CODs, the required land area⁷ used as open space or common area shall:
 - a. Be a minimum of ~~800~~300 square feet per cottage.
 - b. Have at least one centrally located open space or common area ~~no less than 15~~ at least 60 feet wide, at its narrowest dimension within the development.
 - c. At least 60% of the cottages must abut on at least two sides of open space or common area.
 - d. In addition to the centrally located open space, a series of interconnected open spaces are also allowed, but the connections between open spaces shall feature a pedestrian path and may not contribute toward ~~meeting~~ the minimum required open space area and be a minimum of 20 feet wide.
 - e. Feature a mix of native and shade-providing vegetation. Irrigated turf shall not be a permitted surfacing or landscape feature unless necessary to provide for sports, family/public gatherings, or pet areas.
3. **Cottage Orientation Requirements:**
 - a. Cottages abutting the common open space shall be oriented ~~around~~ towards and have the main entry taken from the common open space.
 - b. Cottages not abutting the common open space shall be within 60 feet walking distance from the common open space and served with paths.
 - c. If private outdoor areas are provided adjacent to the common area, they shall be visually separated from the common area via a walkway, walls, berms, trellis, fence (not to exceed four feet in height) or similar method. ~~The open space shall be distinguished from the private outdoor areas with a walkway, fencing (not to exceed four feet in height), landscaping, berm, or similar method to provide a visual boundary around the perimeter of the common area.~~
4. **Open Space – General Requirements.**
 - a. Public and private roads shall not be considered as open space.
 - b. Development plans shall assure that the existing natural features of the land are preserved, and landscaping is provided, ~~or a finding shall be made by~~ unless the Hearings Body finds that preservation of significant natural feature(s) is not feasible.
 - c. Parking areas shall not exceed four spaces and shall be separated from other parking areas by a distance of 20 feet.
 - d. Up to 10% of the required open space / common area / landscaped areas may be left in a natural and non-irrigated state at the discretion of the Hearings Body; however, this shall not apply to any required landscaped screening or landscaped strips abutting public or private roads. If the development has a significant natural feature in excess

⁷ Required land area means the total acreage of the project, excluding roads that will be dedicated through the development approval process.

of the 10% allowance, the Hearings Body may allow additional natural feature open space credit.

- e. Open space, common areas, and common structures shall be financially assured of continued maintenance. A legal mechanism shall be provided which guarantees the continued maintenance of such areas and structures.

5. **General Development Design Requirements.**

- a. All ~~Development~~ parking lots shall be screened from view from public or private streets (excluding driveways of 20' width or less) by a screen between 3' and 4' in height, and from all residences by a screen of no less than 3' in height. Screening shall not exceed a height of 4'.
- ~~b.~~ Parking lot screening shall be achieved by either landscaping or fencing, or a combination of each.
- ~~c.~~ b. All parking spaces shall be paved and shall meet the parking space standards within sections 8.0500 -.0515 of the RDC, and all applicable code standards.
- ~~d.~~ c. If detached parking structures are proposed, the following shall apply:
 - i. Pitched roofs are required on all parking structures and shall be no less than a 4:12 pitch.
 - ii. Paint color and building materials shall be consistent with the design of the dwelling closest to the structure.
- ~~e.~~ d. Usable Open Space. All required open space within any planned development shall be 'usable' as passive or active recreational land without sharing the space as a combined use with non-recreational uses, including (but not limited to) drainage retention.
- ~~f.~~ e. Yards. Private open space, if provided, shall be a minimum of 300 square feet of private, contiguous, usable open space adjacent to each dwelling unit, for the exclusive use of the cottage resident.
- ~~g.~~ f. Porches/Patios: Cottages shall have a minimum of 10% of floor area S.F. as a roofed porch or patio combination. Porches are not included within floor area calculations.
- ~~h.~~ g. Required Parking Distance from Cottages. All required parking for Cottage Developments shall be located within 100 feet of the cottage that it serves.
- ~~i.~~ h. Accessory structures in cottage developments are limited to storage buildings that may be up to 80% of the smallest cottage, and to parking structures or garages that may contain up to 6 parking spaces on the interior. All accessory structures in cottage developments shall have an architectural theme that matches the theme of the cottages.

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SUPPLEMENTARY PROVISIONS

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8.0375 Manufactured Home Park Standards. Manufactured Home Park. A manufactured home park shall be built to site standards in effect at the time of construction and shall comply with the following additional provisions.

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8. The land which is used for park purposes shall screened from sight, be surrounded, except at entry and exit places. The screening provided shall be no by a sight obscuring fence or hedge not less than six feet in height, and . The fence or hedge shall be maintained in a neat appearance.

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11. Open Space. A minimum of at least 2,500 square feet plus 150 square feet per manufactured home space shall be provided for recreation area. a recreational play area, group, or community activity. The Hearings Body may require this area to be physically separated from streets, or parking area, by a fence or the equivalent, that conforms to fence regulations, but at least 30 inches in height where allowed by fence standards. Unless otherwise approved, no required open space area shall contain less than 2,500 square feet. Recreation areas shall be improved with grass, plantings, surfacing, or buildings suitable for recreational use, or landscaping. No recreation facility created within a manufactured home park wholly to satisfy the requirements of this section shall be open to, or offered in itself, to the general public. The Hearings Body may require the recreation area to be centrally located within the park and physically separated from streets or parking by a fence that complies with fence regulations.

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8.0505 Off-Street Parking and Loading. General provisions are as follows:

(***)

8. In any zone, every building having a gross floor area of 10,000 square feet or more, which is to be occupied for: manufacturing, storage, warehousing, retail sales, hotel, hospital, laundry, dry cleaning establishment, or other uses similar requiring the receipt or distribution by vehicles, materials or merchandise, shall provide one off-street loading berth, plus one additional loading berth for each additional 20,000 square feet of gross floor area. Each loading berth shall be provided with paved access, driveways and surfacing in the same manner as for off-street parking, except that each space shall be 10 feet wide and 22 feet long with a height clearance of at least 14 feet. All loading areas shall be screened from view of public streets. A sight-obscuring screen, berm, or landscaping shall conceal all loading areas from view from public streets or roads.

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8.0510 Design and Improvement Standards for Parking Lots. The design and improvement standards for parking lots are:

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2. Except for parking in connection with single family detached dwellings or middle housing, parking and loading areas adjacent to or within a residential zone or adjacent to any dwelling shall be screened with a sight-obscuring fence or planted screen of not All parking or loading areas shall be screened from view of adjacent residential-zoned properties or any adjacent dwellings. The screening provided shall be no less than three feet in height and shall comply

- with clear vision standards where applicable. This standard does not apply to parking or loading areas which serve single family detached dwellings or middle housing.
3. Parking spaces between pavement and landscaping shall be contained by a bumper rail or by a curb which is at least four inches high, and which is set back a minimum of one and one-half feet from the property line. In all zones, wherever vehicle parking and loading areas abut landscaping, a curb or secured wheel guards at least four inches high shall be provided and shall be setback at least one and one-half feet from the property line. Except for the C-2, DOD, and residential zones, vehicle parking and loading shall not be permitted within the required minimum front or street-side setback required landscaping area unless there is inadequate on-site space and is permitted by the planning division.

(***)

10. For every ten parking spaces provided on a property, at least one planting bed that is at least four feet wide at the narrowest dimension shall be provided in the parking area. Additionally, there shall be at least one tree planted for every ten parking spaces provided on a property, and the trees shall be planted within the planting beds. These planting beds should be aligned with any pedestrian paths provided in a given parking area. This standard does not apply to single family detached dwellings or middle housing developments.

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LANDSCAPING REQUIREMENTS

8.0520 Landscape Plan Standards.

- A. **Applicability.** A landscape plan is required for proposal which includes any of the following:
1. New housing.
 2. Development subject to RDC Article IV Site and Design review.
 3. Planned Unit Development.
 4. Cottage Development, as described in Section 8.0285.
 5. New wireless broadcast communication facilities, as described in Section 8.0415.
- B. **Contents.** A landscape plan shall include the following:
1. **Existing landscaping.** The location of existing natural features and vegetation, including all trees having a 6" trunk diameter measured 3' above natural grade or greater, shall be depicted and labeled indicating if the tree is proposed to be retained or removed.
 2. **New landscaping.** The design of new landscaped areas. The location and approximate size at time of planting for each new plant shall be depicted or labeled. Additionally, each proposed plant shall be labeled as either native or non-native, and with its associated water use category (very-low, low, moderate, high, other) as identified in the Oregon State University Extension Office Water-Wise Gardening in Central Oregon Guide, revised June 2020.
 3. **Street trees.** The species and location of each tree proposed to be planted in public rights-of-way shall be depicted.
 4. **Soil preparation.** The location and type of amendments or treatments to the soil shall be depicted.
 5. **Irrigation.** The method of irrigation proposed for use, including all points of connection and the system components (meters, valves, backflow, quick couplers, blow out ports, main and lateral lines, sprinkler layout, etc.) shall be depicted.

Landscape plans need not be prepared by a certified landscape architect unless deviations from the Landscape Design Standards are proposed.

8.0530 Landscape Design Standards.

- A. **Applicability.** These landscaping standards apply to any proposal which includes any of the following:
1. New housing.
 2. Development subject to RDC Article IV Site and Design review.
 3. Planned Unit Development.
 4. Cottage Development, as described in Section 8.0285.
 5. New wireless broadcast communication facilities, as described in Section 8.0415.
- None of the landscaping standards supersede any applicable stormwater requirements.
- B. **Minimum Landscaping.** In all zones the required minimum front setback area and any required setback area adjacent to a street shall be landscaped. The area between the required minimum front or street-side setback and the closest façade of the main building must also be landscaped if the native vegetation has been disturbed or will be disturbed as part of construction. Industrial and public zoned properties shall also be required to provide a 10' landscape buffer wherever such property directly abuts a residential zoned property.
- C. **Water Features.** Landscaping areas shall not include water features such as fountains, waterfalls, pools, ponds, or year-round standing water collection sites. Canals, swales designed to collect run-off, and naturally occurring water features are exempt. This standard does not apply to designated park areas.
- D. **Irrigation Systems.** Irrigation shall be provided to allow for healthy plant growth. Irrigation in all zones is subject to the following.
1. Water used for irrigation shall not be permitted to water or run-off onto hard surfaces, such as paved driveways, sidewalks, streets, and other non-earthen areas. Except for the irrigation water needed for any approved ROW plantings, water shall not be allowed to leave the subject property.
 2. Trees shall only be irrigated with point-source irrigation such as drip irrigation, bubblers, and tree watering bags.
 3. Automatic irrigation systems shall not be allowed without soil-moisture or weather-based irrigation controllers with accompanying sensors and other supporting devices installed to enable smart features.
- E. **Soil.** Soils shall be amended to allow for healthy plant growth and water absorption. Prior to planting, soils shall be made friable by incorporating an organic soil amendment into at least the top two inches of soil. Additionally, mulch shall be applied to non-vegetated or uncovered areas at a depth of two inches. Only a mineral mulch or an organic, moisture retentive mulch shall be allowed. An applicant may submit documentation from a certified landscape architect or soils scientist demonstrating that a different soil treatment that does not comply with this standard is necessary.
- F. **Vegetation.** Throughout a landscaped area, a combination of deciduous and evergreen trees and shrubs and ground covers shall be used for all planted areas; ground covers alone are not acceptable. Non-structural hardscaping, such as boulders, pavers, walkways, courtyards, artificial turf and similar are acceptable as a landscaping feature, however, required landscaped areas shall contain at least one plant every ten square feet to be considered adequately vegetated, inclusive of any required street trees. Landscaped areas shall not

contain invasive species, exposed dirt, or dead vegetation. Any disturbed hillsides, berms, or other areas with a slope greater than 10% should be revegetated to prevent erosion and dust.

Excluding permissible irrigated turf areas, landscaped areas that are not located within swales or other designated storm water or run-off areas may only be landscaped with species which are identified as low or very low water use in the Oregon State University Extension Office Water-Wise Gardening in Central Oregon Guide, revised June 2020. Plant species that do not require irrigation once established are preferred over species that require continued irrigation. Swales and other storm water or run-off areas are designated through grading plan reviews and may feature moderate water-use plant species.

G. **Irrigated Turf.** This standard applies to all irrigated turf except when used in approved active-style park areas or for recreational purposes within designated common/public areas. For non-residential zoned properties, not more than 20% of the net lot area may be landscaped with irrigated turf. For residential zoned properties, not more than 25% of the net lot area may be landscaped with irrigated turf. Additionally, irrigated turf areas are also subject to the following in all zones:

1. The minimum dimension of any irrigated turf area shall not be less than ten feet.
2. Irrigated turf shall not be planted in areas with a slope greater than 10%.
3. When planting irrigated turf areas, seed mixes used shall not contain more than 25% cool season grass species.

H. **Property Trees.** All trees on the subject property having a 6" trunk diameter measured 3' above natural grade or greater shall be protected during construction and retained unless otherwise approved by the planning division. Each tree that is allowed to be removed shall be replaced with a tree with a minimum trunk diameter of 1.5" measured at 3' above grade.

I. **Installation and Maintenance.** All landscaping and street tree installation shall be completed prior to issuance of a Certificate of Occupancy. All landscaping shall be continuously maintained and replaced when necessary to maintain compliance with an approved landscape plan. For landscaping valued in excess of \$5,000, a maintenance bond may be required.

8.0540 Street Tree Standards.

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CONDITIONAL USES

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12. **Manufactured Home Park.** A manufactured home park shall be built to site standards in effect at the time of construction and shall comply with the following additional provisions:

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6. The land which is used for park purposes shall screened from sight, be surrounded, except at entry and exit places. The screening provided shall be no by a sight obscuring fence or hedge not less than six feet in height, and . The fence or hedge shall be maintained in a neat appearance.

(***)

10. Open Space. A minimum of at least 2,500 square feet plus 150 square feet per manufactured home space shall be provided for recreation area. ~~a recreational play area, group, or community activity. The Hearings Body may require this area to be physically separated from streets, or parking area, by a fence or the equivalent, that conforms to fence regulations, but at least 30 inches in height where allowed by fence standards. Unless otherwise approved, no required open space area shall contain less than 2,500 square feet.~~ Recreation areas shall be improved with grass, plantings, surfacing, or buildings suitable for recreational use, or landscaping. No recreation facility created within a manufactured home park wholly to satisfy the requirements of this section shall be open to, or offered in itself, to the general public. The Hearings Body may require the recreation area to be centrally located within the park and physically separated from streets or parking by a fence that complies with fence regulations.

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14. **Recreational Vehicle Park:** A recreational vehicle park shall be built to State standards in effect at the time of construction and shall comply with the following provisions:

(***)

B. Design Standards.

(***)

13. The land which is used for park purposes shall be screened from sight, except at entry and exit places. The screening provided shall complement the landscape and assure compatibility with surrounding properties. ~~The recreational vehicle park shall be enclosed by a fence, wall, landscape screening, earth mounds, or by other designs which will complement the landscape and assure compatibility with surrounding properties.~~
14. ~~Each recreational vehicle park shall set aside along the perimeter of the recreational vehicle park a minimum 10' strip which shall be site-obscuring landscaped and used for no other purpose. Additional area for landscaping may be required through the design review process.~~

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17. Mini-Storage Developments:

- A. The site shall contain a minimum of 3 acres.
- B. The site shall have access only on a minor arterial, major collector, or minor collector.
- C. The maximum lot coverage shall not exceed sixty (60%) percent per cent of the total lot area.
- D. No more than one (1) dwelling may be located on the site and the purpose of the dwelling shall be for the operation, maintenance, and security of the mini-storage development.

- E. All outdoor storage of recreational vehicles ~~and/or~~ boats shall be screened from view by a site-obscuring fence, wall, landscaped screening, earthen mounds, hedges, or other designs which in a manner that will ~~compliment~~ complement the landscape and assure compatibility with adjacent uses.
- F. ~~All mini-storage units shall be screened by a site-obscuring fence or landscape buffer.~~
- G. All roadways within the mini-storage development shall be a minimum of twenty (20') feet in width and shall be paved.

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ARTICLE III. LAND DIVISION STANDARDS

(***)

SUBDIVISION APPLICATION PROCEDURE

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8.2236 Subdivisions may be created following two tracks: Track 1 (General) and Track 2 (Clear and Objective Standards).

- 1. **Track 1 – General Criteria. Subdivision Tentative Plans (No ‘Needed Housing’).** The City shall approve, approve with conditions, or deny a proposed subdivision. Approval, or approval with conditions shall be based on compliance with the following criteria:

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- L. Urban – rural interface. Urban development shall interface with rural areas through landscaped open space buffers at least 100 feet wide and the length of the urban development, excluding public streets, or shall be transitioned from higher density development to lower density development at the urban rural interface. Residential subdivisions adjacent to areas outside of the UGB or URA shall provide buffering to manage the transition from urban to rural intensities by meeting at least one of the following standards:
 - A. Provide 100-foot-wide landscaped buffers, exclusive of rights-of-way, for the entire length that the urban development is adjacent to lands outside of the UGB or URA. The buffers shall be landscaped with native vegetation characteristic of the local ecosystem; or
 - B. Locating lower density development at the urban-rural interface; or
 - C. Other appropriate and equivalent transitional elements as approved by the Review Authority.
- M. Fully developed “pocket parks” or “tot lots” shall be incorporated into medium and high density zoned residential subdivisions and site plans. These areas shall be developed for every twenty-five lots/units, a minimum of 3,000 square feet and privately maintained. Examples of amenities include: turf areas, benches, deciduous shade trees, irrigation, shrubs, natural or decorative features, and acceptable trash receptable(s) and lighting. Residential subdivisions shall incorporate “pocket parks” or “tot lots” at a ratio of 150 square feet of park area per lot/unit. These park areas shall be developed as active-style or passive-style parks and be privately maintained. No land located within public rights-of-way, an urban-rural interface buffer, or an identified Parks Master Plan neighborhood or community park may count towards this

requirement, unless otherwise approved by the Community Development Director or designee.

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2. **Track 2 – Subdivision, Tentative Plan Approval Criteria ('Needed Housing' & Clear and Objective Standards).** The planning division shall approve, approve with conditions, or deny a proposed subdivision. Approval, or approval with conditions, shall be based on compliance with the following criteria:

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- K. **Urban development.** Urban development shall interface with rural areas through landscaped open space buffers at least 100 feet wide and the length of the urban development, excluding public streets, or shall be transitioned from higher density development to lower density development at the urban rural interface. Residential subdivisions adjacent to areas outside of the UGB or URA shall provide buffering to manage the transition from urban to rural intensities by meeting at least one of the following standards:
 - A. Provide 100-foot-wide landscaped buffers, exclusive of rights-of-way, for the entire length that the urban development is adjacent to lands outside of the UGB or URA. The buffers shall be landscaped with native vegetation characteristic of the local ecosystem; or
 - B. Locating lower density development at the urban-rural interface; or
 - C. Other appropriate and equivalent transitional elements as approved by the Review Authority.
- L. ~~Fully developed "pocket parks" or "tot lots" shall be incorporated into medium and high density zoned residential subdivisions and site plans. These areas shall be developed for every twenty-five lots/units, a minimum of 3,000 square feet and privately maintained. Examples of amenities include: turf areas, benches, deciduous shade trees, irrigation, shrubs, natural or decorative features, and acceptable trash receptable(s) and lighting.~~ Residential subdivisions shall incorporate "pocket parks" or "tot lots" at a ratio of 150 square feet of park area per lot/unit. These park areas shall be developed as active-style or passive-style parks and be privately maintained. No land located within public rights-of-way, an urban-rural interface buffer, or an identified Parks Master Plan neighborhood or community park may count towards this requirement, unless otherwise approved by the Community Development Director or designee.

(***)

DESIGN STANDARDS AND IMPROVEMENTS

(***)

8.2710 Streets.

(***)

6. **Streets Adjacent to Railroads, Freeways and Parkways.** When the area to be subdivided or partitioned is residentially zoned and abuts a railroad, freeway, or parkway, a provision may be required for a street approximately parallel to and on either each side of such right-

of-way at a distance suitable for use of the land between the required street and the abutting railroad, freeway or parkway. In the case of a railroad, there shall be a land strip of not less than 25 feet in width between adjacent and along the railroad right-of-way for screen planting between the railroad right-of-way and residential property. The land strip must be occupied by fire-resistant materials, and may contain a fence, a trellis, a wall, or similar decorative or artistic feature. If the intervening property between such parallel streets and a freeway or a parkway is less than 80 feet in width, such intervening property shall be dedicated to a passive-style park or thoroughfare use by bicycles and/or pedestrians. The intersections of such parallel streets, where they intersect with streets that cross a railroad, shall be determined with due consideration as cross streets of a minimum distance required for approach grades to a future grade separation and right-of-way widths of the cross street.

(***)

14. **Narrow Streets.** Local residential grid streets designed at widths less than 36 feet as described in Section 8.2710(3)(Table 1), shall be permitted when the subdivision design is found to be in compliance with the following:

- A. Narrow streets may only be permitted for continuous full-length blocks internal to a Subdivision or Planned Unit Development with street connections at both ends.
- B. Lots adjoining the narrow streets shall be a minimum of 5000 square feet and have a street minimum 50 feet of frontage.
- C. Sidewalks shall be provided in accordance from the curb by a landscape strip with street trees conforming with Public Works Standards and Specifications.
- D. Curb cuts along the narrow street shall not be less than the minimum width required within the adopted City of Redmond Public Works Standards and Specifications.

(***)

8.2715 Fundamental Design Elements.

(***)

9. ~~Fully developed "pocket parks" or "tot lots" shall be incorporated into medium and high density zoned residential subdivisions and site plans. These areas shall be developed for every twenty-five lots/units, a minimum of 3,000 square feet and privately maintained. Park amenities shall, at a minimum, include: one half of the park dedicated to turf areas, benches, trees, shrubs, ground cover, irrigation, other landscape or decorative features, and acceptable trash receptable(s) and lighting.~~ Residential subdivisions shall incorporate "pocket parks" or "tot lots" at a ratio of 150 square feet of park area per lot/unit. These park areas shall be developed as active-style or passive-style parks and be privately maintained. No land located within public rights-of-way, an urban-rural interface buffer, or an identified Parks Master Plan neighborhood or community park may count towards this requirement, unless otherwise approved by the Community Development Director or designee.

(***)

ARTICLE IV - SITE AND DESIGN REVIEW STANDARDS

(***)

- 8.3025 Plans Required.** The Applicant shall submit to the Community Development Department the following documents with the required fee.

(***)

3. **A—Landscape Plan.** See Section 8.0520 through 8.0540 for applicable landscaping standards. A landscape plan is required for all multi-family complex, commercial or industrial development. The landscape plan shall include the following:

- A. **Area Required.** Each property developed shall show at least the following percentage of the total site or project area to be developed in landscaping:

Zones	
R-1 to R-5	15%
C-1 to C-5	15%
Downtown Overlay District	0%
M-1, M-1.5, M-2, LLI	15%
Airport	Per Section 8.3035 only.
Park, OSPR, PF	15%
EG	Not Applicable
MUN & MUE	15%
MULW & MULW-SD	10%

- B. **Plant types.** Identify the varieties (botanical name) of each plant.
- C. **Plant size at time of planting.** Identify the size of each proposed plant at time of planting. The minimum size at time of planting shall be one gallon for a shrub and fifteen gallons for a tree, and no less than 1-1/2" caliper measured 3' above finished grade.
- D. **Location of existing trees.** All trees having a six-inch trunk diameter measured 3' above natural grade or greater shall be shown on the landscape plan.
- E. **Location of vegetation.** Location of existing vegetation to be removed and retained on site.
- F. The location and design of new landscaping or landscaped areas.
- G. **Irrigation.** Description of the method of irrigation shall be submitted showing type of irrigation system and approximate location of water delivery lines.
- H. **Street tree plan.** Species and location of each tree to be planted shall be shown on the landscape plan.

(***)

- 8.3035 Design Review Criteria.** Prior to issuance of a building permit, the following applicable criteria shall be met.

(***)

- A. **Multi-Family Complexes.** This section establishes a process for the review of multi-family complexes development proposals in order to promote functional, safe, innovative, and attractive development that is compatible with the natural and man-made environment. The intent is to promote compatible development, foster the attractiveness and functional utility of multi-family development, protect public and private investments in the area, raise the level of community expectations for the quality of its environment.

(***)

9. **Common Open Space.** Common open space(s) shall be incorporated into the site plan for multi-family complexes as a primary design feature. All multi-family family complex developments shall provide either 3,000 square feet or fifteen ~~A minimum of 15~~ percent of site area for open space, whichever is greater. The open space may include ~~(inclusive of~~ required setback areas but may not include ~~exclusive of~~ dedicated street rights-of-way and land dedicated to other public uses like parks and schools), shall be provided as common open space and be suitable for a recreational play area, or group or community activities. However, in no case shall less than 3,000 square feet of common open space be provided. Such area shall be improved with turf, plantings, surfacing, equipment, structures, or buildings suitable for recreational use. The Hearings Body may require this area to be protected from streets, parking areas, or the like, by a fence or the equivalent. Sensitive lands and historic buildings or landmarks open to the public and designated by the Comprehensive Plan may be counted toward meeting the common open space requirements.

The open space provided shall be suitable for recreational areas, group/community activities, or passive enjoyment of the environment, and shall incorporate amenities such as landscaping, surfacing, pedestrian paths, equipment, structures, buildings suitable for recreational use, lighting, and trash receptacles. Irrigated turf will not be permitted except where it is ancillary to recreational amenities for sports, family/public gatherings, or pet areas. Additionally, ~~In conjunction with the open space requirements,~~ all multi-family complexes with 20 ~~twenty~~ or more units shall provide two or more amenities for the residents as listed below. Such amenities shall be centrally located for a majority of the residents.

- a. Tot lot/play structure
- b. Community garden
- c. Picnic tables/barbecue areas
- d. Swimming pool, splash pad, or other water feature
- e. Indoor recreation facility
- f. Sports courts (i.e., basketball, tennis, volleyball)
- g. Other active or passive recreation area that meets the intent of this standard as approved through the development review process.

(***)

12. **Special Fencing/Landscaping.** A sight obscuring fence or evergreen hedge may be required by the ~~The~~ Hearings Body may require screening when, in its judgment, such screening is necessary to preserve the values of nearby properties, protect the aesthetic character of the neighborhood or vicinity, and ~~to provide security and privacy for occupants of the subject complex.~~

(***)

5. **Landscaping.** See Section 8.0520 through 8.0540 for applicable landscaping standards.
- I. **Plant sizes.** All required shrubs shall be at least 1-gallon size and all required trees 15-gallon size at time of planting, and no less than 1-1/2" caliper measured 3' above finished grade. Applicants must show evidence of paid contracts or commitments for

landscaping work or other proof/evidence the work will be completed as required and on time.

- J. **Vegetative cover.** All required landscape areas shall be planted with shrubs, trees and or living ground cover to a minimum of 50% vegetative cover at the time of planting. The other 50% may be covered with non-vegetative (not bark) mulch.
- K. **Outdoor storage and service areas.** Outdoor storage and service areas shall be screened or buffered from adjacent properties or from public rights of way with a minimum 3-foot-tall and wide landscape strip or site obscuring fencing unless otherwise approved when adjacent to a similar use or a use that does not require screening from the proposed use. Screening shall provide no less than 50% visual screening at time of planting or installation and shall be shown by detail or photo.
- L. **Areas between buildings and property lines adjacent to a street.** Areas between buildings and property lines adjacent to a street shall be landscaped with trees and shrubs within a minimum 3-foot-wide landscape strip.
- M. **A parking or loading area.** A parking or loading area shall be separated from any lot line adjacent to a roadway by a landscaped strip at least 10 feet in width, and any lot line by a landscaped strip at least 5 feet in width. Within the C-2, C-4, MUN, MUE, or Airport zone, street trees or other landscaping located within the public right-of-way may be provided and considered as landscaping on site. The City may make an exception of the five (5) foot landscaping strip requirements if the following criteria apply:
 - 1. The properties are adjacent to one another; and,
 - 2. The parking and back up areas are adjacent to a common lot line. If an exception is granted, an easement shall be recorded on the deed. If at any time the parking area is no longer shared, the parking area shall conform to the five (5) foot landscape strip requirements.
- N. **Landscape areas abutting parking areas spaces, access aisles and loading zones.** Landscape areas abutting parking spaces, access aisles and loading zones shall incorporate a sight obscuring landscape screen. The screen shall be at least 3 feet higher than the finished grade of the parking area, except in required clear vision areas where the clear vision requirements must be met. The screen height may be achieved by a combination of earth mounding and plant materials. Fences with or without slats may qualify for parking lot screening on interior, side, or rear lot lines, or when adjacent to an alley.
- O. **Parking lot landscaping.** In addition to meeting all other landscape requirements, at least ten (10%) percent of the paved parking shall include planting beds at least 5 feet wide, plus a ratio of one tree per ten parking spaces shall be planted.
- P. **Protection of Parking Lot Landscaping.** Parking lot landscaping shall be protected by a curb or secured wheel guards at least 4" high with a minimum three-foot setback from the property line.
- Q. **Preservation and Replacement of Trees.** All existing trees having a six (6)-inch trunk diameter 3' above grade or greater shall be preserved or replaced with fifteen gallon-sized trees at a 'one-to-one' ratio. Replacement trees shall have a minimum 1-1/2-inch trunk diameter measured at 3' above grade. This criterion shall be met in the submitted landscape plan.
- R. **Irrigation of plants and trees.** Irrigation systems shall be required for all landscape areas and street trees except those designated for native vegetation. Type of irrigation system and approximate line location shall be shown on the site plan provided.
- S. **Street trees.** Street trees are required to be installed on all residential, commercial, and industrial lots fronting on public or private streets, including on lots already platted at the time of adoption of this ordinance (Ord. #2013-04, 05/14/2013), but not yet

developed. Street trees shall be provided in accordance with the following requirements:

1. **Street Tree Plan.** A street tree plan shall be provided showing the location of street trees, the types and the installation sizes of the trees and the type of irrigation proposed.
2. **Timing of Improvements.** All street tree(s) shall be installed prior to issuance of a Certificate of Occupancy for said construction. An exception to this shall be when it is not feasible to plant street trees due to cold weather, in which case a posting of a bond for the value of the tree shall be acceptable to ensure the tree is planted at the earliest feasible time as determined by the City.
3. **Number of Trees Required.** The number of street trees planted on each lot is dependent upon the lot width per the table below:

Lot Width	Number of Street Trees Required
Corner Lot	Tree requirements will be based on each street frontage length
50 ft and less	1
51-100 ft	2
101-150 ft	3
151 ft and more	One tree/40 feet of width fronting street

4. **Spacing of Trees.** Street trees shall be spaced in accordance with the table below:

Lot Width	Tree spacing requirements
50 ft and less	The street tree shall be planted as close as possible to the center of the lot frontage, unless there is a conflict with a driveway, in which case it should be located as close as possible to the center.
50 ft and more	Small canopy and columnar shaped trees shall be planted no further than thirty (30) feet apart
	Medium and large canopy trees shall be planted no further than forty (40) feet apart
Downtown	Per Public Works Standards

An exception to the tree spacing requirements above includes when planting a tree would conflict with existing trees, retaining walls, utilities, driveways, views, or other similar physical barriers. In those cases, the Community Development Director, or designee, may approve alternative spacing.

5. **Location of Trees.** Street trees shall be planted within existing and proposed planting strips or in City approved sidewalk tree wells on streets without planting strips unless an alternative street tree location is approved during the planning review process. The location of trees shall meet the following setback requirements:

Object Tree Must be Setback from	Distance Street Tree Must Be Setback From Object
Curb or sidewalk	3 ft (small and medium stature tree) and 3 ft (large stature tree); in no cases, shall the tree be more than 10 ft from the curb

Curb line of an intersection, stop/yield signs, and streetlights	25 ft
Adjacent Tree	20 ft
Fire Hydrants, utility poles and directional traffic signs	10 ft
Edge of a driveway	5 ft
Property lines	2 ft

6. **Caliper Size.** The minimum caliper size at planting shall be 1½ inches for single family residential and 1½ inches for commercial and industrial. If the required caliper is not available, the Community Development Director, or designee, may accept an alternative proposal that is comparable.

7. **Approved Tree List.** Types of street trees shall be selected from the City Arborist's approved list of trees.

8. **Maintenance.** Maintenance of street trees shall be in accordance with standards listed in Section 3.600 of the Redmond Code.

9. **Utility Easements.** All street trees shall be placed outside utility easements unless the utilities are in a protective conduit. If the existing planter strip contains such easements and is not wide enough to also accommodate street trees, the street tree location requirement in section 4 above may be adjusted by the Community Development Director, or designee, during the development review process.

T. **Maintenance of landscaping.** All landscaping shall be continuously maintained and replaced when necessary to maintain compliance with an approved landscape plan. For landscaping valued in excess of \$5,000, the City may require a maintenance bond.

(***)

SITE AND DESIGN REVIEW FOR LIVE/WORK UNITS

8.3100 Site and Design Review for Live/ Work Units.

(***)

8.3160 Plans Required. The applicant shall submit to the Community Development Department the following documents with the required fee.

(***)

3. **Landscape Plan.** See Section 8.0520 through 8.0540 for applicable landscaping standards. A landscape plan is required for live/work development. The landscape plan shall include the following:
 - A. Area Required. 10% of subject property
 - B. Plant types. Identify the varieties (botanical name) of each plant.
 - C. Plant size at time of planting. The minimum size at time of planting shall be one gallon for a shrub and fifteen gallons for a tree, and no less than 1-1/2" caliper measured 3' above finished grade.
 - D. Location of existing trees. All trees having a six inch trunk diameter measured 3' above natural grade or greater shall be shown on the landscape plan.

- E. Location of vegetation. Location of existing vegetation to be removed and retained on site.
- F. The location and design of new landscaping or landscaped areas.
- G. Irrigation. Description of the method of irrigation shall be submitted showing type of irrigation system and approximate location of water delivery lines.
- H. Street tree plan. Species and location of each tree to be planted shall be shown on the landscape plan.

(***)

8.3170 Site and Design Review Criteria. Prior to issuance of a building permit, the following applicable criteria shall be met.

(***)

2. Outside Requirements.

(***)

- D. **Landscaping.** See Section 8.0520 through 8.0540 for applicable landscaping standards. The site shall be landscaped with a variety of trees, shrubs, and groundcover. The required landscaping shall be 10% of the lot area.
- E. **Irrigation of landscaping.** Irrigation systems shall be required for all landscaping areas and street trees, except for native vegetation.
- F. **Grading and Drainage.** All site drainage shall be maintained on site and shall not drain onto public streets, irrigation canals/ditches or neighboring properties.
- F.G. **Outdoor Storage.** All outdoor storage shall be screened to a minimum of six 6-feet in height by a vegetative hedge, solid fencing, or on-site buildings.
- G.H. **Fencing.** Fencing standards for residential zones described in 8.0340 shall apply to Live/Work Units.
- H.I. **Trash Collection.** Trash collection areas in which 1 yard or larger containers are located shall be screened from public view or in a trash enclosure. Trash enclosures shall be constructed of materials similar and matching to the subject building.
- I.J. **Lighting.** Artificial Lighting shall not shine off-site greater than 0.5-foot candles.

(***)

5. Modifications to Existing Structures. To convert an existing structure to a Live/Work Unit, the following applicable criteria shall be met.

(***)

B. Outside Requirements.

(***)

- 3. **Landscaping.** See Section 8.0520 through 8.0540 for applicable landscaping standards. The site shall be landscaped with a variety of trees, shrubs, and groundcover. The required landscaping shall be 10% of the lot area. Site Landscaping shall be well-maintained, living, and watered. Dead vegetation shall be removed and replanted with new vegetation.

(***)



EXHIBIT E

October 18, 2023

Redmond Planning Commission
411 SW 9th St
Redmond, OR 97756

RE: Proposed Development Code Text Amendments to Redmond City Code, Chapter 8 – Redmond Development Code (RDC)

Dear Chair Schultz and Commissioners:

Central Oregon Builders Association (COBA) is appreciative of the time and dedication that both staff and this body has spent on these proposed development code amendments, and we are grateful for the opportunity to provide comments from the development community.

We happily accepted the invitation from the Assistant City Engineer to provide feedback on the proposed tree preservation code amendments, and we are very pleased that our suggestion to exempt trees removed for installation of public infrastructure for replacement; this is also in alignment with the recommendations for tree preservation standards provided by the governor's Housing Production Advisory Committee (HPAC). However, **we respectfully request that the size of trees considered "significant" be increased from 10" diameter at breast height (DBH) to 48" DBH, in order to maintain consistency with the tree preservation recommendations provided by HPAC.** Finally, we are grateful that the proposed code amendments allow street trees to count towards the replacement of any significant tree that needs to be removed in the course of development, but **we respectfully request that a fee-in-lieu option not to exceed \$500 per tree be included, in the event that a development site is too small or otherwise constricted to accommodate the required quantity of replacement trees.**

COBA also requests that the proposed "pocket park" or "tot lot" requirement be reconsidered and removed. **The region's housing emergency, coupled with the high cost of land, makes the requirement of 150 square feet of park area per lot/unit impracticable.** COBA believes that utilizing this land for housing units would be a more valuable investment for the Redmond community at large. And while the development community recognizes the benefits of outdoor access for a neighborhood, **these privately maintained pocket parks would add considerable cost per home to Home Owners Association fees – given the high cost of housing, it would not serve Redmond's workforce to add additional costs to their housing budget.**

Finally, we request a minor change to the proposed amendment in section 82325: Improvement Agreement - Building permits will not be issued for any structure on any lot included within the subdivision plat until such time as all improvements are completed as specified in the agreement. Often, as noted in the section, a developer may offer a performance/warranty bond in lieu of completing required improvements or repairs within a subdivision. This ensures that these items will be completed by the developer within the year. **We recommend clarifying that "Building permits may be submitted,**



Building | CENTRAL OREGON

however will not be issued for any structure on any lot included within the subdivision plat until such time as all improvements are completed as specified in the agreement. This way, review of the building permits may begin; once plat recording has occurred these permits may be ready for pick up, thereby not costing any unnecessary delays. While it does not clearly state otherwise, it has been relayed that the City is not allowing building permit submittal.

Thank you sincerely for your consideration of these requests.

Sincerely,

A handwritten signature in blue ink, appearing to read "Morgan Greenwood".

Morgan Greenwood
VP, Government Affairs
Central Oregon Builders Association



ENGINEERING DEVELOPMENT CODE UPDATES TREES, TRANSPORTATION SYSTEM ANALYSES, GRADING AND STORMWATER MANAGEMENT

CITY COUNCIL WORK SESSION | NOV 14, 2023, LINDSEY CROMSIGT

STREET TREES AND TREE PRESERVATION

- Partially moves code from RDC to S&S
- Defines significant trees (10-inch diameter)
- Requires replacement at 1:1 ratio
- Requires tree survey
- Adds tree protection and tree planting standards
- Clarifies street tree location standards
- Removes street tree requirement per lot
 - Requires street trees to be planted per required spacing
 - Alternate plan approvable by CDD Director
- Establishes more robust street tree list; five classes based on spacing and landscape strip width



GRADING AND STORMWATER MANAGEMENT

- Moves code from RDC to the S&S
- Includes slope stabilization measures (straw wattle, etc.)
- Clarifies terracing requirements for retaining walls or slopes steeper than 5 feet tall (residential) or 8 feet tall (industrial)
- Requires reciprocal maintenance agreement to be recorded when structures cross property lines
- Aligns with Central Oregon Stormwater Manual (COSM)
- Clarifies infiltration rate assumptions
- Allows regional facilities
- Streamlines storm facility testing



TRANSPORTATION SYSTEM ANALYSES

- Meets clear and objective criteria per ORS 197.307
- Requires safety and multimodal evaluations
- Defines significant impacts
- Provides flexibility regarding mitigation options
- Establishes methodology for proportionate shares

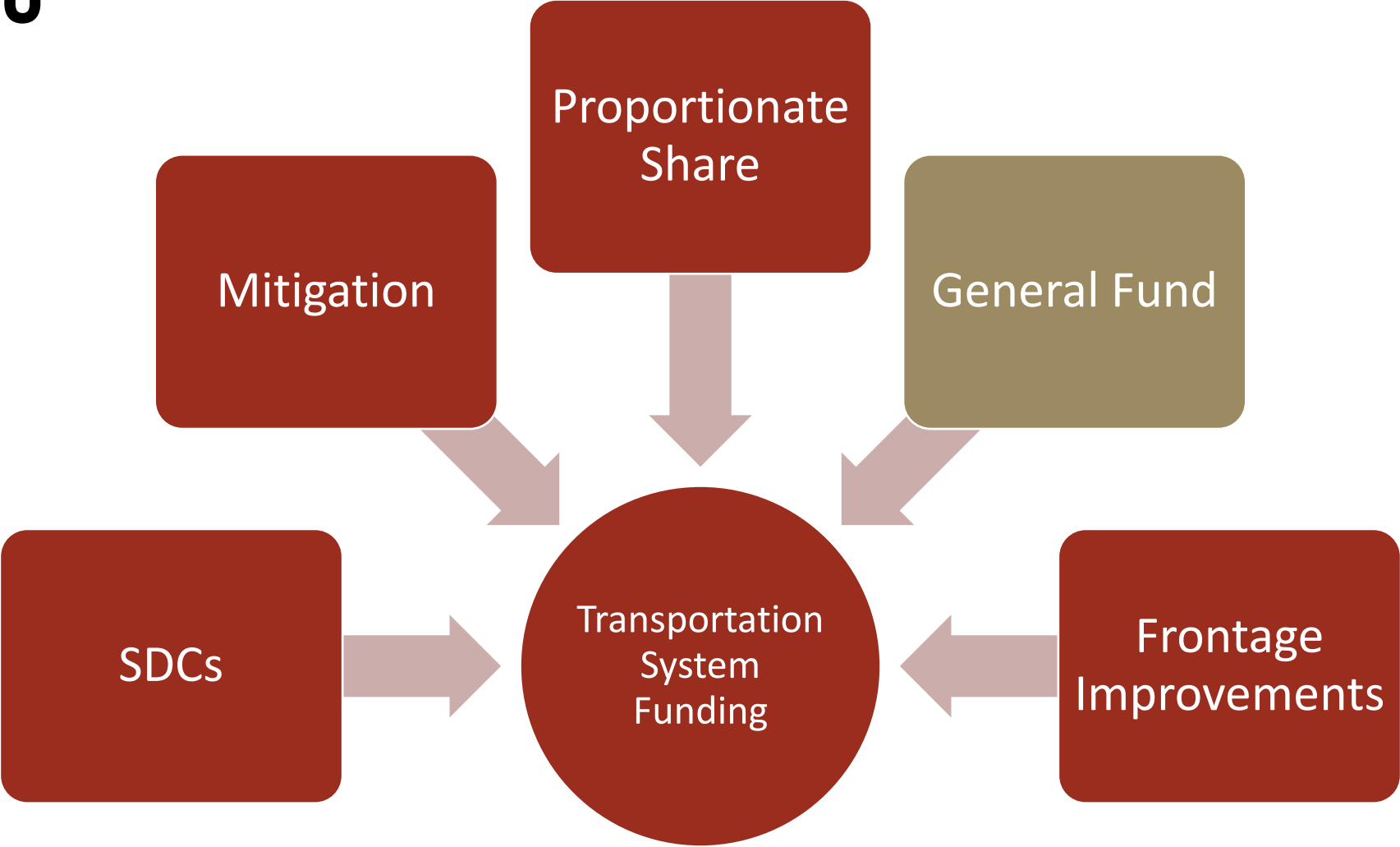
Proportionate Share Contribution =

$$\frac{\text{(Added PM Peak Hour Trips)}}{\text{(TEV at TSP Horizon Year - TEV Current Year)}} \text{ (Estimated Construction Costs)}$$

TEV = total entering vehicles



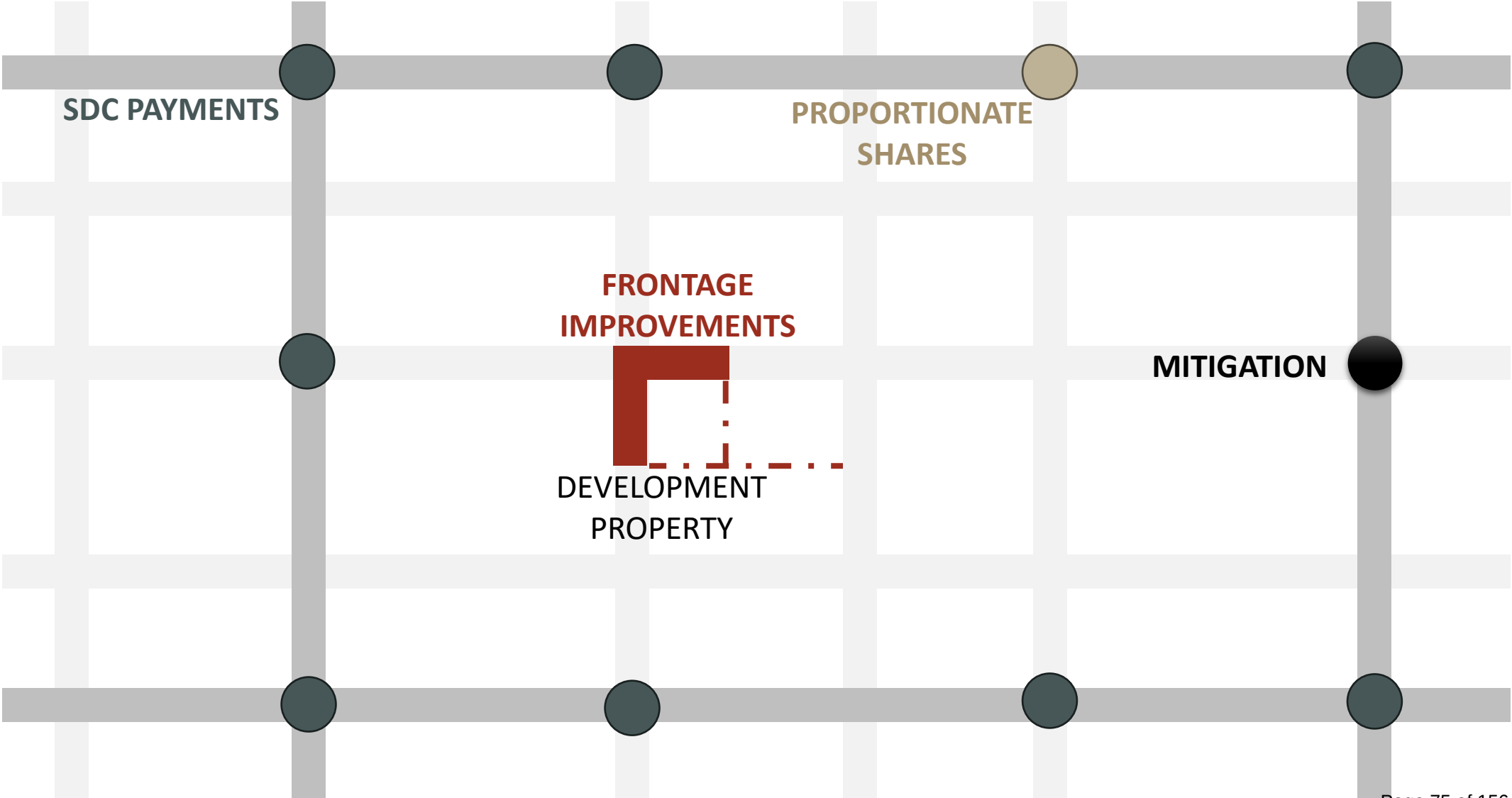
FUNDING



FUNDING (CONT)



FUNDING (CONT)





Questions?



Goal: Water Conservation

01 CONSOLIDATING GENERAL REQUIREMENTS

02 ADJUSTING COMMON AREAS, PARK TYPES

03 SCREENING MATERIALS FROM VIEW

04 REDUCING IRRIGATED TURF

LANDSCAPE
AMENDMENTS



City of Redmond - Financial Overview

1Q FY23/24

Key Financial Highlights

- * Year-to-date operating at 25%, year-end projection = 99% (-\$0.7 City-wide, -\$0.6m GOF)
- * Health Insurance: Premiums +10% in January (bgt +15%): \$112k savings relative to budget
- * Property Taxes: Assessed Value +6.4% (bgt +5.1%) (+\$104k vs. bgt.), collections: primarily in Nov.
- * Development revenues have slowed slightly, down about 6% from 1Q 22/23
- * Wastewater: operating fund balance estimated to increase by \$1m in 23/24; preparing for proportional RWC annual debt service estimated to be \$2.1m in 2026.
- * Airport: passengers +9% year-over-year (YOY), fund balance estimated to increase by \$2.2m in 23/24
- * Juniper Golf oper. net cash flow (NCF) was +102k in 1Q 23/24 compared to +\$210k in 1Q 22/23

Operating Financial Performance by Department (\$ in Millions)

General (GOF)

Expenditures / Budget:	24%		
Operating Revenues / Budget:	6% * No property taxes yet, Lodging Taxes +7% (YOY)		
	YTD	YE Proj.	YE Budget
Sub-Fund Balance Change:	\$ (3.883)	\$ 2.951	\$ (0.329)
Sub-Fund Balance:	\$ 2.413	\$ 9.247	\$ 5.354

Police (GOF)

Expenditures / Budget:	25%		
Operating Revenues / Budget:	26%		
	YTD	YE Proj.	YE Budget
Sub-Fund Balance Change:	\$ 0.176	\$ 0.245	\$ 0.000
Sub-Fund Balance:	\$ 2.472	\$ 2.541	\$ 2.327

Public Works

Transportation (GOF)

Expenditures / Budget:	26%		
Operating Revenues / Budget:	18% * gas tax sharing at 14% of bgt.		
	YTD	YE Proj.	YE Budget
Sub-Fund Balance Change:	\$ (0.733)	\$ (0.972)	\$ (1.148)
Sub-Fund Balance:	\$ 1.261	\$ 1.022	\$ 0.808

Parks & Facilities (GOF)

Expenditures / Budget:	27%		
Operating Revenues / Budget:	26%		
	YTD	YE Proj.	YE Budget
Sub-Fund Balance Change:	\$ (0.063)	\$ (0.071)	\$ (0.018)
Sub-Fund Balance:	\$ 0.681	\$ 0.673	\$ 0.527

Water

Expenditures / Budget:	24%		
Operating Revenues / Budget:	37%		
	YTD	YE Proj.	YE Budget
Sub-Fund Balance Change:	\$ 1.012	\$ (0.299)	\$ (0.394)
Sub-Fund Balance:	\$ 4.674	\$ 3.529	\$ 2.932

Wastewater

Expenditures / Budget:	24%		
Operating Revenues / Budget:	25%		
	YTD	YE Proj.	YE Budget
Sub-Fund Balance Change:	\$ 0.260	\$ 0.976	\$ 0.783
Sub-Fund Balance:	\$ 5.560	\$ 6.283	\$ 5.716

Stormwater

Expenditures / Budget:	24%		
Operating Revenues / Budget:	25%		
	YTD	YE Proj.	YE Budget
Sub-Fund Balance Change:	\$ 0.021	\$ 0.073	\$ 0.036
Sub-Fund Balance:	\$ 0.251	\$ 0.306	\$ 0.235

Engineering

Expenditures / Budget:	21%		
Operating Revenues / Budget:	22% * development revenues at 15% of budget		
	YTD	YE Proj.	YE Budget
Sub-Fund Balance Change:	\$ (0.008)	\$ (0.216)	\$ (0.192)
Sub-Fund Balance:	\$ 0.529	\$ 0.322	\$ 0.210

Key Statistics (\$ in Millions)

Property Tax (PT) Collections

FY23/24 (Current)	\$ -
FY23/24 (Projection)	\$ 13.247
FY23/24 (Budget)	\$ 13.143
FY22/23	\$ 12.547
FY21/22	\$ 11.760
FY20/21	\$ 10.671

Franchise Fees

FY23/24 (Current)	\$ 1.109
FY23/24 (Projection)	\$ 4.759
FY23/24 (Budget)	\$ 4.723
FY22/23	\$ 4.568
FY21/22	\$ 4.035
FY20/21	\$ 3.805

State Shared Revenues

FY23/24 (Current)	\$ 0.506
FY23/24 (Projection)	\$ 4.177
FY23/24 (Budget)	\$ 4.176
FY22/23	\$ 4.153
FY21/22	\$ 3.889
FY20/21	\$ 3.408

General Operating Fund (GOF) Balance

FY23/24 (Current)	\$ 7.559
FY23/24 (Projection)	\$ 14.123
FY23/24 (Budget)	\$ 9.383
FY22/23	\$ 12.039
FY21/22	\$ 11.771
FY20/21	\$ 8.640

Gen. Op. Fund (GOF) Balance Change

FY23/24 (Current)	\$ (4.480)
FY23/24 (Projection)	\$ 2.084
FY23/24 (Budget)	\$ (1.732)
FY22/23	\$ 0.268
FY21/22	\$ 3.131
FY20/21	\$ 1.468

Water Sales

FY23/24 (Current)	\$ 2.978
FY23/24 (Projection)	\$ 7.833
FY23/24 (Budget)	\$ 7.867
FY22/23	\$ 7.290
FY21/22	\$ 6.907
FY20/21	\$ 6.705

Sewer Sales

FY23/24 (Current)	\$ 1.749
FY23/24 (Projection)	\$ 7.072
FY23/24 (Budget)	\$ 7.083
FY22/23	\$ 6.695
FY21/22	\$ 6.230
FY20/21	\$ 5.904

Finance/Budget Contact:

Jason Neff
541.923.7729
jason.neff@redmondoregon.gov

Operating Financial Performance by Department Cont. (\$ in Millions)

Airport

Expenditures / Budget:	17%	* Debt Service at 4%, Operating Expenses at 23%		
Operating Revenues / Budget:	25%	* YOY: passengers +9%, parking +31%		
	YTD	YE Proj.	YE Budget	
Sub-Fund Balance Change:	\$ 1.722	\$ 2.169	\$ 1.128	* projects & equip. -\$2m
Sub-Fund Balance:	\$ 34.652	\$ 35.553	\$ 32.628	* terminal expansion -\$1.7m

Community Development (CDD)

Operations (GOF)

Expenditures / Budget:	20%			
Operating Revenues / Budget:	23%	* business licenses at 1%, code enf. surcharge at 29%		
	YTD	YE Proj.	YE Budget	
Sub-Fund Balance Change:	\$ 0.021	\$ (0.019)	\$ (0.144)	
Sub-Fund Balance:	\$ 0.542	\$ 0.502	\$ 0.302	

Building

Expenditures / Budget:	21%			
Operating Revenues / Budget:	35%	* building revenues up 52% YOY		
	YTD	YE Proj.	YE Budget	
Sub-Fund Balance Change:	\$ 0.129	\$ 0.261	\$ (0.548)	* personnel -\$324k (-18%)
Sub-Fund Balance:	\$ 4.951	\$ 5.082	\$ 3.724	* 26 months of operating exp.

Current Planning

Expenditures / Budget:	24%			
Operating Revenues / Budget:	35%	* planning permit revenues up 17% YOY		
	YTD	YE Proj.	YE Budget	
Sub-Fund Balance Change:	\$ 0.014	\$ 0.066	\$ (0.219)	
Sub-Fund Balance:	\$ 0.942	\$ 0.994	\$ 0.641	* 14 months of operating exp.

Long Range Planning (GOF)

Expenditures / Budget:	20%			
Operating Revenues / Budget:	26%			
	YTD	YE Proj.	YE Budget	
Sub-Fund Balance Change:	\$ 0.001	\$ (0.051)	\$ (0.093)	
Sub-Fund Balance:	\$ 0.189	\$ 0.138	\$ 0.065	

Golf

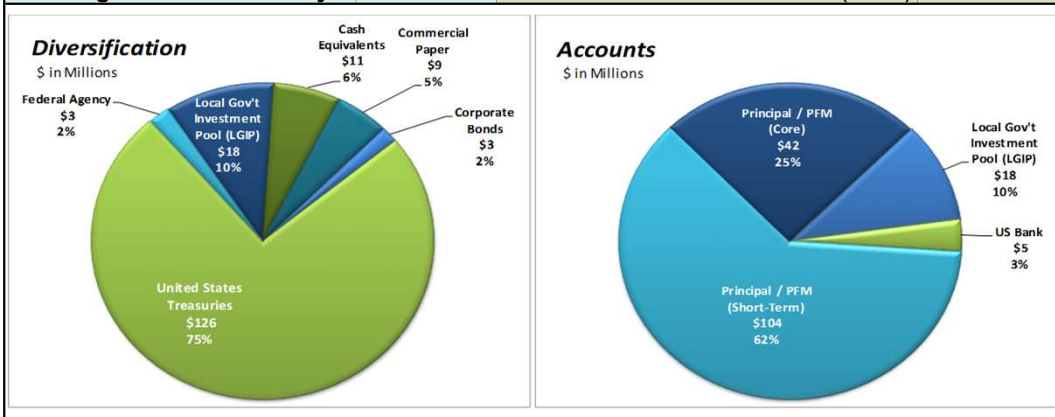
Expenditures / Budget:	25%			
Operating Revenues / Budget:	28%	* golf rounds at 32% of bgt., golf revenue +2% YOY		
	YTD	YE Proj.	YE Budget	
Sub-Fund Balance Change:	\$ 0.100	\$ (0.107)	\$ 0.034	* 1Q oper. NCF: +\$102k, YE Proj. +\$66k
Sub-Fund Balance:	\$ 0.439	\$ 0.232	\$ 0.392	* 1 month of operating exp.

Major Project Status (\$ in Millions)

Project	Phase	Funding	Spent	% Spent	Budget
Central Dry Canyon	Design	Fully Funded	\$ 0.5	9.6%	\$ 4.9
Well 9	Construction	Fully Funded	\$ 0.3	5.4%	\$ 6.4
Redmond Wetlands Complex (RWC)	Design (90%)	Loan Pending	\$ 4.4	5.3%	\$ 83.0
Public Safety Facility (PSF)	Design (60%)	Fully Funded	\$ 3.9	8.1%	\$ 49.0
Airport Terminal Expansion (Phase 1)	Design (50%)	~ 40% Funded	\$ 4.4	3.0%	\$ 145.0

Cash & Investments Summary

Total Cash & Investments	\$169M	Yields	
Weighted Maturity	8 months	Principal / PFM Asset Mgmt.	4.4%
Weighted Credit Quality	AA+	Local Gov't. Investment Pool (LGIP)	4.8%



Key Statistics (Cont.)

Passenger Facility Charges (PFCs)

FY23/24 (Current)	\$ 0.549
FY23/24 (Projection)	\$ 2.332
FY23/24 (Budget)	\$ 2.104
FY22/23	\$ 2.062
FY21/22	\$ 1.958
FY20/21	\$ 1.251

Planning Permit Revenue

FY23/24 (Current)	\$ 0.134
FY23/24 (Projection)	\$ 0.585
FY23/24 (Budget)	\$ 0.385
FY22/23	\$ 0.315
FY21/22	\$ 0.550
FY20/21	\$ 0.465

System Development Charges (SDCs)

FY23/24 (Current)	\$ 1.635
FY23/24 (Projection)	\$ 6.900
FY23/24 (Budget)	\$ 7.631
FY22/23	\$ 7.493
FY21/22	\$ 9.475
FY20/21	\$ 9.463

SDCs per Single Family Dwelling (SFD)

Parks	\$ 6,417
Transportation	\$ 5,160
Water	\$ 5,739
Wastewater	\$ 5,150
TOTAL	\$ 22,466
% of Median SFD Price	4.3%

Expenditures (Excl. URA)

FY23/24 (Current)	\$ 36.4
FY23/24 (Budget)	\$ 192.5
FY22/23	\$ 110.8
FY21/22	\$ 110.8
FY20/21	\$ 99.3

Long-Term Debt (Excl. Gen. Oblig.)

FY23/24	\$ 76.0
FY22/23	\$ 77.0
FY21/22	\$ 81.1
FY20/21	\$ 90.5

Moody's Credit Rating

FFCO (7/22)	Aa2
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Assessed Value Growth (Gen. Levy)

FY23/24	6.4%
FY22/23	7.0%
FY21/22	9.6%
FY20/21	8.5%

Property Tax Base

Maximum Assessed	\$ 3,313
Real Mkt Value	\$ 8,177
MAV / RMV	41%

City/Citizen PT Rate / \$1,000

FY23/24	\$5.13 / \$19.85
FY22/23	\$5.13 / \$19.16
FY21/22	\$4.41 / \$18.51
FY20/21	\$4.41 / \$18.20



CITY OF REDMOND

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STAFF REPORT

DATE: November 14, 2023
TO: City Council
THROUGH: Keith Witcosky, City Manager
Jason Neff, Deputy City Manager/Chief Financial Officer
James Wood, Finance Director
FROM: Scott Brang, Procurement & Payables Manager
SUBJECT: Ordinance #2023-06: An ordinance of the City of Redmond amending the Redmond Municipal Code Sections relating to Public Contracting.

Report in Brief:

This item requests the City Council approve Ordinance #2023-06 adopting amendments to Chapter 2 of the Redmond City Code related to Procurement and Public Contracting.

Background:

The Oregon Revised Statutes requires cities to adopt rules that govern public procurement in their code and designates the Council as the Local Contract Review Board. The Local Contract Review Board may delegate its powers and responsibilities consistent with ORS 279A, 279B, and 279C, the Oregon Public Contracting Code, the Attorney General's Model Rules, and the Redmond Municipal Code.

During the 2023 session, the Oregon State Legislature passed and the Governor signed Senate Bill 1047, which took effect at the State level on September 23, 2023. SB 1047 made two significant changes which modernize procurement practices and are expected to make processes more efficient.

1) The bill allows a public agency to award contracts for goods and services up to \$25,000 by what means they find practicable, including direct procurement. Previously, public agencies were allowed to purchase up to \$10,000 in goods and services without seeking bids or using more rigorous contracting means.

- The City currently spends approximately \$6,083,000 per year using direct-appointment procurements. With this new policy, an additional \$308,000 (5% increase) of procurement could be made through direct appointment instead of getting three quotes.

2) This bill also allows a public agency to increase the threshold of intermediate procurements from \$150,000 to \$250,000 where informal quotes are required for a procurement. Formal procurements such as Invitations to Bid and Requests for Proposals will be required for procurements greater than \$250,000.

- Formal procurement thresholds remain unchanged for Public Improvement Projects (\$100,000) and Transportation Projects (\$50,000). Additionally, state law and home rule authority allow for the City to enact alternative procurement standards (unless otherwise preempted).

Discussion:

Due to the nature of procurements that are executed by the City Attorney's office, this ordinance will also remove procurement limits for City legal and litigation services, provided that the City Attorney continues to keep the Council apprised of current outstanding legal issues.

None of the changes in this ordinance make any changes to Council approved signing authority(s) for the City Manager and other administrative staff. All contracts greater than \$100,000 will continue to require City Council approval.

Fiscal Impact:

There is no fiscal impact to the City.

Alternative Courses of Action:

1. Adopt Ordinance #2023-06
2. Request more information.
3. Do not adopt Ordinance #2023-06

As required by City Charter, on November 7, 2023, notices regarding this Ordinance were posted in three places. Copies of the Ordinance were available for review at City Hall.

Recommendation / Suggested Motion:

"I move to have a first and second reading of Ordinance #2023-06 by title only." (Voice Vote)

(The City Attorney will read the ordinance by title only, twice.)

"I move to approve Ordinance #2023-06." (Roll Call vote)

**CITY OF REDMOND
ORDINANCE NO. 2023-06**

**AN ORDINANCE OF THE CITY OF REDMOND AMENDING THE REDMOND
MUNICIPAL CODE SECTIONS RELATING TO PUBLIC CONTRACTING**

WHEREAS, in 2023 the Oregon Legislature adopted and the Governor signed Senate Bill 1047 (SB 1047) amending Oregon's Public Contracting laws (ORS 279B & 279C) effective September 23, 2023; and

WHEREAS, the City of Redmond has existing code provisions regulating certain aspects of public contracting for the City, and the effect of SB 1047 is to raise contract price threshold rules adopted under the prior state law; and

WHEREAS, the City of Redmond has home rule authority to adopt contracting provisions by ordinance or resolution that are not found in the Model Rules adopted by the Attorney General under ORS 279A, 279B, and 279C; and

WHEREAS, the City of Redmond acting by and through the City Attorney has a reoccurring need to contract with outside legal counsel for legal services and litigation-related services whose procurement dollar value is unknown at the outset; and

WHEREAS, the City of Redmond desires to adopt code provisions regulating certain aspects of public contracting for the City, as allowed under SB 1047 and home rule authority.

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

SECTION ONE: The City of Redmond hereby amends the Redmond City Code Chapter 2.408. A copy of the code amendment is attached hereto as "Exhibit A."

SECTION TWO: SEVERABILITY: The provisions of this Ordinance are severable. The invalidity of any section, clause, sentence, or provision of this Ordinance shall not affect the validity of any other part of this Ordinance which can be given without such invalid part or parts.

PASSED by the City Council and **APPROVED** by the Mayor this 14th day of November 2023.

Ed Fitch, Mayor

ATTEST:

Kelly Morse, City Recorder

Exhibit A:

Proposed Redmond City Code Amendments

Chapter 2 – Government and Administration

Regarding Chapter 2.408, new proposed text is Identified in **Red**. Proposed deleted text ~~strikethrough~~.

2.407 City Attorney Contracting Authority. The City Attorney, or designee, shall have contracting authority as follows:

1. **Legal services.** Budgeted spending relating to outside legal services and litigation-related services without regard to dollar value, provided, however, that the City Attorney's Office continues discussion of litigation matters with the City Council in executive session as appropriate.

2.408 City Manager Contracting Authority. The City Manager, or designee, shall have contracting authority as follows:

1. **Small Procurements.** To enter into contracts for procurement of goods or services not to exceed \$10,000 **\$25,000** by any manner deemed practical or convenient including by direct selection or award.
2. **Intermediate procurements.** To enter into contracts for procurement of goods or services, or contract amendments, not to exceed ~~\$150,000~~ **\$250,000** by seeking at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The City shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer may be accepted, but the City shall make a written record of the effort made to obtain the quotes or proposals. The contract shall be awarded to the contractor whose quote will best serve the interests of the City, taking into account price as well as experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility.
3. **Sole Source.** To enter into contracts for goods or services when the City Manager determines in writing and in accordance with any applicable rules that the goods or services, or class of goods or services, are available from only one source.
4. **Emergency Procurements.** To enter into contracts for the emergency procurement of goods or services when an emergency exists. The City Manager shall document the nature of the emergency and describe the method used for the selection of the particular contractor.



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STAFF REPORT

DATE: November 14, 2023
TO: City Council
THROUGH: Keith Witcosky, City Manager
Jason Neff, Deputy City Manager/Chief Financial Officer
Jessica MacClanahan, Public Works Director/City Engineer
FROM: Brad Haynes, Street Operations Manager
SUBJECT: Resolution #2023-20: A resolution adopting the City of Redmond Snow and Ice Control Plans for Public Works and Roberts Field - Redmond Municipal Airport.

Report in Brief:

This item requests the City Council's approval of the Fiscal Year (FY) 2023-2024 Snow and Ice Control Plans administered by the City's Public Works Department (PW) and Redmond Municipal Airport (RDM). These plans are presented annually to the Council.

Background:

The Snow and Ice Control Plans (Plans) identify where and how the City will respond to winter weather events that result in an accumulation of snow and ice in the City limits. The purpose of the Plans is two-fold:

1. Provide PW and RDM with clear goals, objectives, priorities and operating procedures for our streets and the Airport in response to snow/ice events; and
2. Provide clear communication and set the response expectations of residents during weather events.

Discussion:

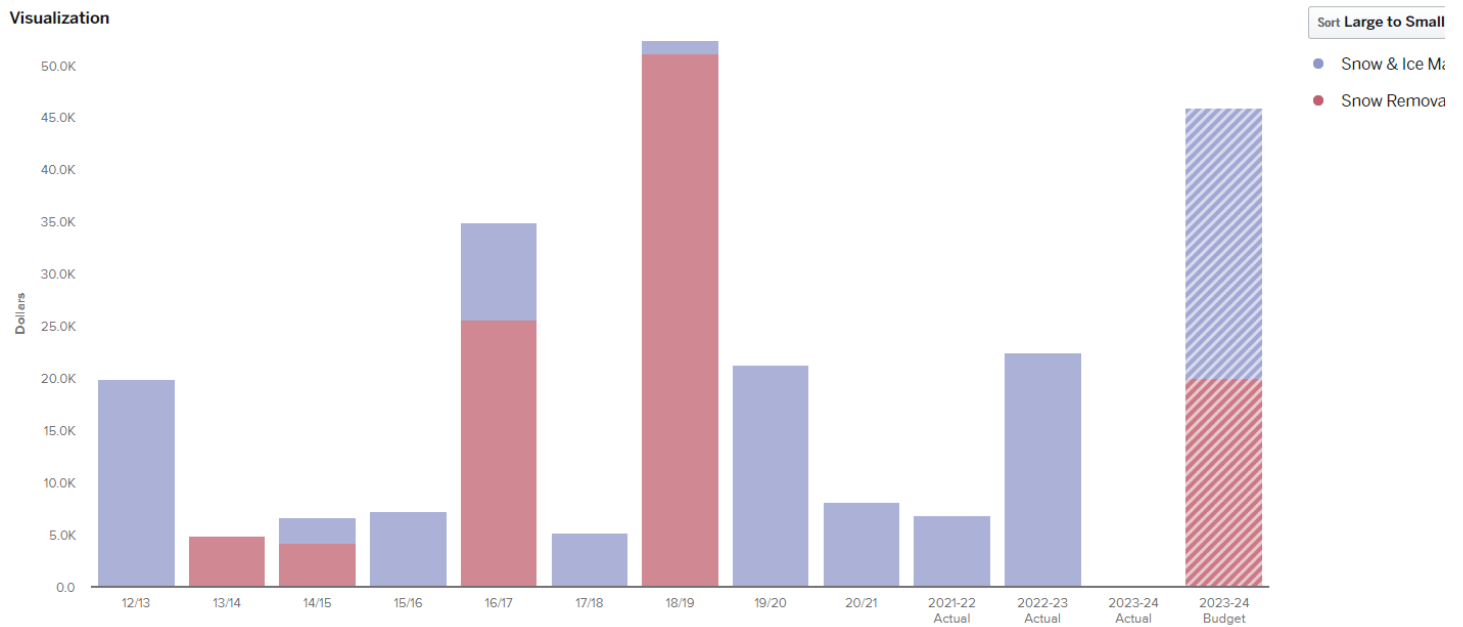
Both of the Plans goals include:

1. Within available budget, staffing and equipment resources, respond in a cost-effective manner appropriate to the anticipated accumulation levels of snow and ice on City property and right-of-way necessary to facilitate safe travel.
2. Prioritize and define the level of service provided by PW and RDM.
3. Allocate available resources (staffing, supplies and equipment).
4. Arrange for supplemental resources during times of severe conditions through intergovernmental agreements and private service contracts.
5. Provide Discretionary Immunity – Oregon Revised Statutes (ORS) 30.265 Scope of liability of public body, officers, employees and agents: (6) Every public body and its officers, employees and agents acting within the scope of their employment or duties, or while operating a motor vehicle in a ridesharing arrangement authorized under ORS 276.598, are immune from liability for: (c) Any claim based upon the performance of or the failure to exercise or perform a discretionary function or duty, whether or not the discretion is abused.

Fiscal Impact:

Approving the Plans have no fiscal impact. However, funding to carry out the services is included in the FY 2023-2024 budget for materials, personnel and equipment for snow and ice control operations.

The chart below shows Transportation Fund expenditures for sanding materials (snow & ice maintenance) and contracted snow removal over the past decade. The City experienced extreme weather conditions in FY 2016-2017 and FY 2018-2019. The FY 2023-2024 Budget includes \$46,000 for winter maintenance operations. The Transportation Fund has a budgeted contingency to address extreme weather.



Relative to RDM, one of the most significant costs related to snow and ice events is for deicing material and equipment, which has averaged \$113,000 a year over the past five years (FY 2023-2024 Budget includes \$175,000).

Alternative Courses of Action:

1. Adopt Resolution #2023-20.
2. Do not adopt Resolution #2023-20.
3. Request additional information.

Recommendation / Suggested Motion:

"I move to adopt Resolution #2023-20."

**CITY OF REDMOND
RESOLUTION NO. 2023-20**

A RESOLUTION ADOPTING THE CITY OF REDMOND SNOW AND ICE CONTROL PLANS FOR PUBLIC WORKS AND ROBERTS FIELD – REDMOND MUNICIPAL AIRPORT.

WHEREAS, the City of Redmond performs a discretionary function of snow and ice removal, and;

WHEREAS, City Departments have developed snow and ice mitigation plans based on historical use; and

WHEREAS, the Snow and Ice Control Plan for Roberts Field must be approved by the Federal Aviation Administration; and

WHEREAS, the City of Redmond has budgetary limitations for personnel, equipment and supplies; and

WHEREAS, Oregon Revised Statute 30.265 limits the scope of liability for public entities performing discretionary functions such as snow and ice removal.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDMOND, OREGON, AS FOLLOWS:

Section 1. That the Snow and Ice Control Plans, are adopted pursuant to Resolution No. 2023-20, as set forth in Exhibits A and B, attached hereto and by this reference incorporated herein.

ADOPTED by the City Council and **SIGNED** by the Mayor this 14th day of November 2023.

Ed Fitch Mayor

ATTEST:

Kelly Morse, City Recorder



CITY OF REDMOND

2023-2024 SNOW & ICE CONTROL PLAN

City of Redmond Public Works Department
Transportation Operations Division
243 E. Antler Ave
Redmond, Oregon 97756
Phone: 541.504.2000
streets@redmondoregon.gov



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CITY OF REDMOND SNOW AND ICE CONTROL PLAN 2023-2024

OVERVIEW

The purpose of the Snow and Ice Control Plan (Plan) is to establish and communicate general policies and procedures that help make travel within the city limits as safe as possible and to minimize economic hardship during winter storm events.

In this Plan, city streets are classified into four categories:

- 1) Arterials
- 2) Collectors
- 3) Streets serving schools or emergency services, and
- 4) Streets serving residential neighborhoods

The arterials, collectors, school and emergency services streets receive sanding and plowing priority. This assures each residential area is near a plowed street and that emergency services can be provided. Snow and ice control operations are intended to provide prudent motorists with a reasonably safe travel surface. However, caution should be exercised when travelling plowed and sanded streets or deciding to travel on non-plowed or non-sanded residential streets.

During inclement weather, the Public Works Transportation Division strives to maintain the traffic flow in the city limits to as near normal driving conditions as possible in an expeditious and cost-effective manner.

The City's goals include:

1. Within available budget, staffing and equipment resources, respond in a cost-effective manner appropriate to the anticipated accumulation levels of snow and ice on city roads necessary to facilitate safe travel;
2. Assist Police, Fire and Emergency Medical Services in fulfilling their duties;
3. Provide safe and passable school bus routes to minimize school closures, and;
4. Reduce economic losses that may result from workers being unable to travel to their jobs.

STREET PRIORITY LEVELS

The City prioritizes streets for plowing and sanding operations based on traffic volume, public safety, and access to emergency facilities and schools.

General priorities during a storm event (which is defined as two inches and accumulating) are arterials and collectors with special attention to emergency service routes, school bus routes and public transit routes (see Attachment 1, Snow & Ice Priority Routes). Certain residential streets are included as a priority based on chronic icing problems such as at hills, curves or intersections that are likely to cause traffic accidents. These priority streets total approximately 100 lane miles depending on school schedule.

Non-priority residential streets will be addressed after the priority streets have been plowed and sanded. Initial plowing operations on residential streets will be limited to opening two lanes of

travel until all streets have been addressed. Once initial coverage across the city has been completed, plowing operations will continue with an intent of achieving curb to curb coverage. These residential streets total approximately 225 lane miles.

PROCEDURES

Transportation Operations staff will closely monitor upcoming weather forecasts to prepare equipment and personnel. Early morning and weekend road checks performed by staff will determine the need for sanding/plowing operations and the level of response.

Initial response to a snow event consists of tandem plowing operations on the wider priority routes, then assignment of the equipment to individual zones (see Attachment 2, Snow & Ice Maintenance Zones). Snow accumulation of six inches or greater may trigger activation of contracted snow plowing in residential streets allowing City crews to concentrate on the priority routes.

If parked vehicles, garbage containers, or other obstructions interfere with the safe and continuous operation of snow plowing equipment, the street will not receive plowing until the conditions are improved. Mailboxes damaged from lack of owner maintenance, snow load, or vandalism is not the responsibility of the City. Postal regulations ([Postal Operations Manual 632.14](#)) place responsibility on the resident to maintain the clear approach to the mailbox for delivery.

LEVELS OF RESPONSE

Factors considered when establishing response efforts include snowfall rate and accumulation, moisture content, temperature, wind velocity, time of day, workweek or weekend, and storm duration. Resources will be allocated to provide a cost-effective response appropriate to the weather conditions. The majority of operations typically consists of sanding with plowing occurring when snow levels reach two inches and accumulating.

Five levels of response are planned for as outlined below:

Level	Operation	Equipment
Level 1	Limited sanding	Two Trucks/sanders
Level 2	Full sanding	Seven Trucks/sanders
Level 3	Limited Plowing (less than full City/ higher elevations)	Six Trucks plows/sanders
Level 4	Full City plowing	Ten pieces of primary equipment, sustained operations
Level 5	Snow removal/clean-up (Downtown)	Snow Blower and dump trucks

OFF-STREET AREAS

Parking Lots

City-owned and managed parking lots will be plowed by Public Works. Parking lots will typically be plowed at four inches or more of accumulation. When required, the removal of snow piles will be accomplished by the Transportation Division or contracted services.

Sidewalks/Driveways

Snow and ice control on sidewalks adjacent to commercial properties are the responsibility of the adjoining property owner, occupant or person in charge of property per City Code [5.335, §6]. All driveways and sidewalks adjacent to privately owned properties are the responsibility of the owners. Snow removed from sidewalks and driveways should be retained on the properties to avoid blockage of the street drainage systems. Sidewalks under City responsibility (buildings, parking lots, parks) will be maintained by Public Works with high pedestrian use areas receiving priority.

STAFF SCHEDULING

The Transportation Division Manager (or designee) will allocate available personnel within Public Works to ensure sufficient operators for all primary snow plowing equipment during winter storm events. This includes splitting the Transportation Operations crew into two winter shifts providing weekday coverage from 5:00 a.m. to 10:30 p.m. This enables personnel to monitor roadway conditions ahead of active travel times.

For sustained operations a total of eleven sander/plow operators, two mechanics, one lead operator, and one supervisor are needed per shift. Additionally, four people are needed to plow and sand the City parking lots and sidewalks. To achieve sustained 24-hour operations, two 12-hour shifts may be created by deploying staff from other Public Works Divisions. The Transportation Division Manager (or designee) will determine the need for activating contracted services to supplement snow plowing operations.

For Level 3 or Level 4 operations, two of the four mechanics may report after hours to the vehicle maintenance facility to repair equipment as needed. For sustained 24-hour operations, mechanics may split into two shifts to provide continuous coverage.

EQUIPMENT

Advance Inspection and Maintenance

The Transportation and Fleet Services Division (FSD) staff prepares vehicles and equipment in advance of the winter snow season. FSD inspects, tests and operates all equipment that will be utilized and performs any needed repairs. Transportation staff runs drills on setting up, mounting and loading equipment on the vehicles.

Training

Public Works personnel will receive training on equipment prior to the winter season to ensure replacement operators are available to staff all primary snow plowing equipment should vacancies occur during a storm event.

GPS Tracking Equipment

Transportation Operations has implemented tracking equipment on all primary snow plowing equipment as well as remote transmitters for contracted services to ensure coverage throughout the city during major events.

Available Equipment

Quantity	Equipment
3	* 10 Wheel, 10-12 Yard Dump Trucks w/Sander & Snowplow
3	* 6 Wheel, 5-7 Yard Dump Trucks w/Sander & Snowplow
3	* Utility Pick-up Trucks with V-Plow
1	* JD Motor Grader w/10 Foot Mboard
1	* JD Motor Grader w/12 Foot Mboard & Snow Wing
1	6 Wheel Truck w/Sander
2	Wheeled Loaders w/3 Yard Bucket
4	Backhoe Loaders w/1 ½ Yard Bucket
1	Trackless Wheeled Tractor w/60 Inch Snowblower, Plow & Broom Attachment
1	JD Lawn Tractor w/Plow & Snowblower
1	ATV 4 x 4 w/Plow
1	Polaris Ranger w/Plow
2	Skid Steer Loader

**Primary snow control equipment*

PUBLIC INFORMATION AND COMMUNICATION

Public Engagement

The website "RedmondStreets.com" serves as the main source of information regarding street conditions within the city. A media release ahead of the season's first storm will direct users to the site for general information about the City's snow and ice operations as well as for status updates during storm events. The City's main website and Facebook or Twitter pages will be additional sources of information.

Contacting the City

During any snow/ice event an increase in call volume from residents and property owners is expected. The most common calls are from residents reporting problems, inquiring on conditions or requesting timelines for when their street will be plowed. Residents can contact Public Works by phone at 541-504-2000 or by e-mail at streets@redmondoregon.gov. Equipment may be diverted from their scheduled route only when requested by an emergency service agency such as the Redmond Police Department or Redmond Fire & Rescue.

ADDITIONAL CONSIDERATIONS

Pre-Season Street Check

In advance of the winter season, Transportation staff will pre-drive plow routes to ensure plows and other heavy equipment have a clear path of travel. This may include trimming trees and marking/flagging curbs or obstructions that operators need to be aware of when there is snow cover.

Vehicle Parking

Residents can help with plowing operations by parking their vehicles in their driveway or other suitable location ahead of a predicted weather event. This will allow for quicker and more effective plowing operations curb to curb. Residential streets may not be plowed if parked vehicles, garbage containers, or other obstructions interfere with safe and continuous plowing operations. Equipment will return to plow after vehicles or obstructions are removed.

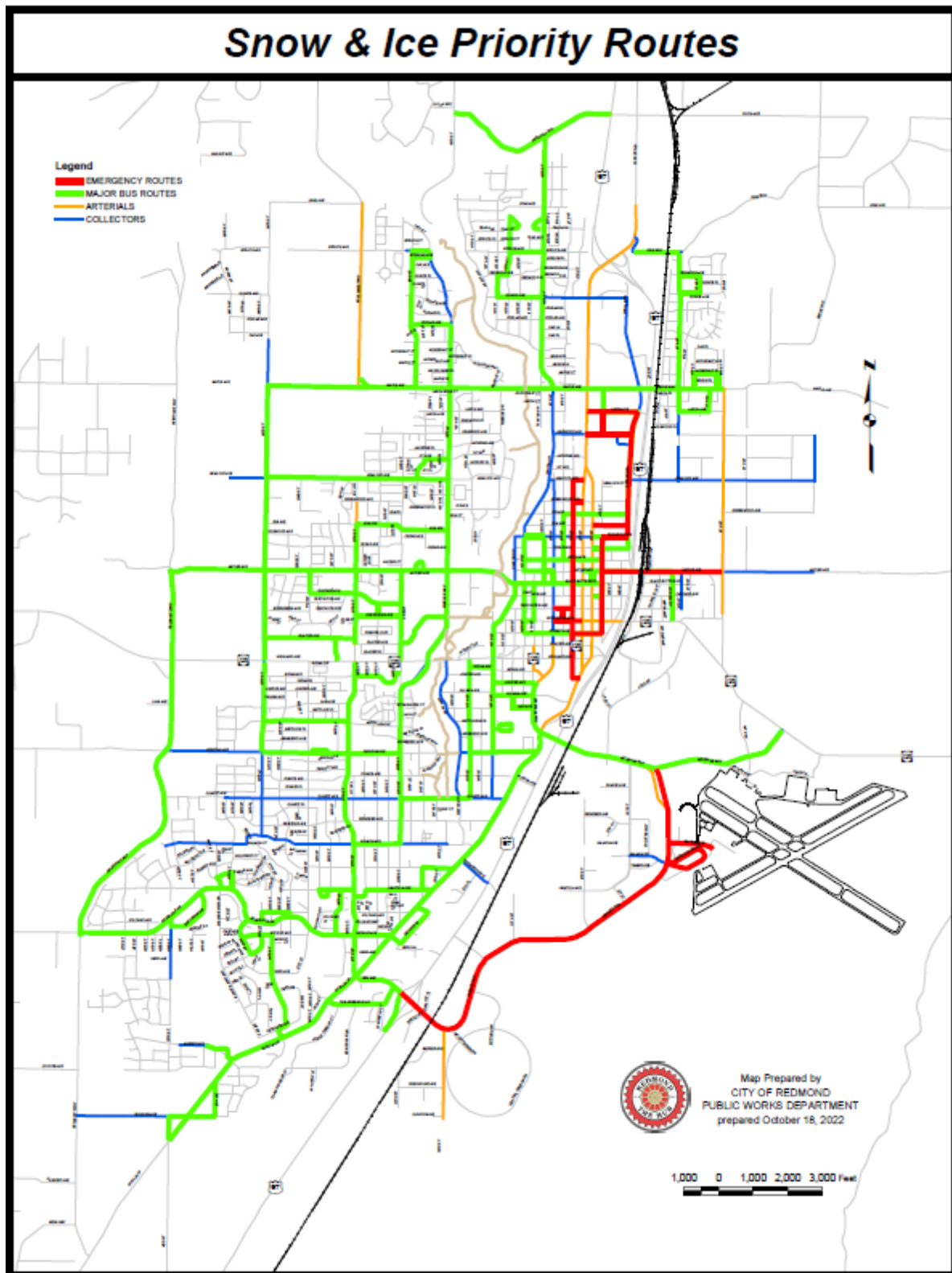
How You Can Help

- Prepare your vehicle for Central Oregon's winter climate (traction tires or chains).
- In residential areas, leave room for plows to get through safely by parking off the streets.
- Be patient, every reasonable effort is being made to keep roadways open.

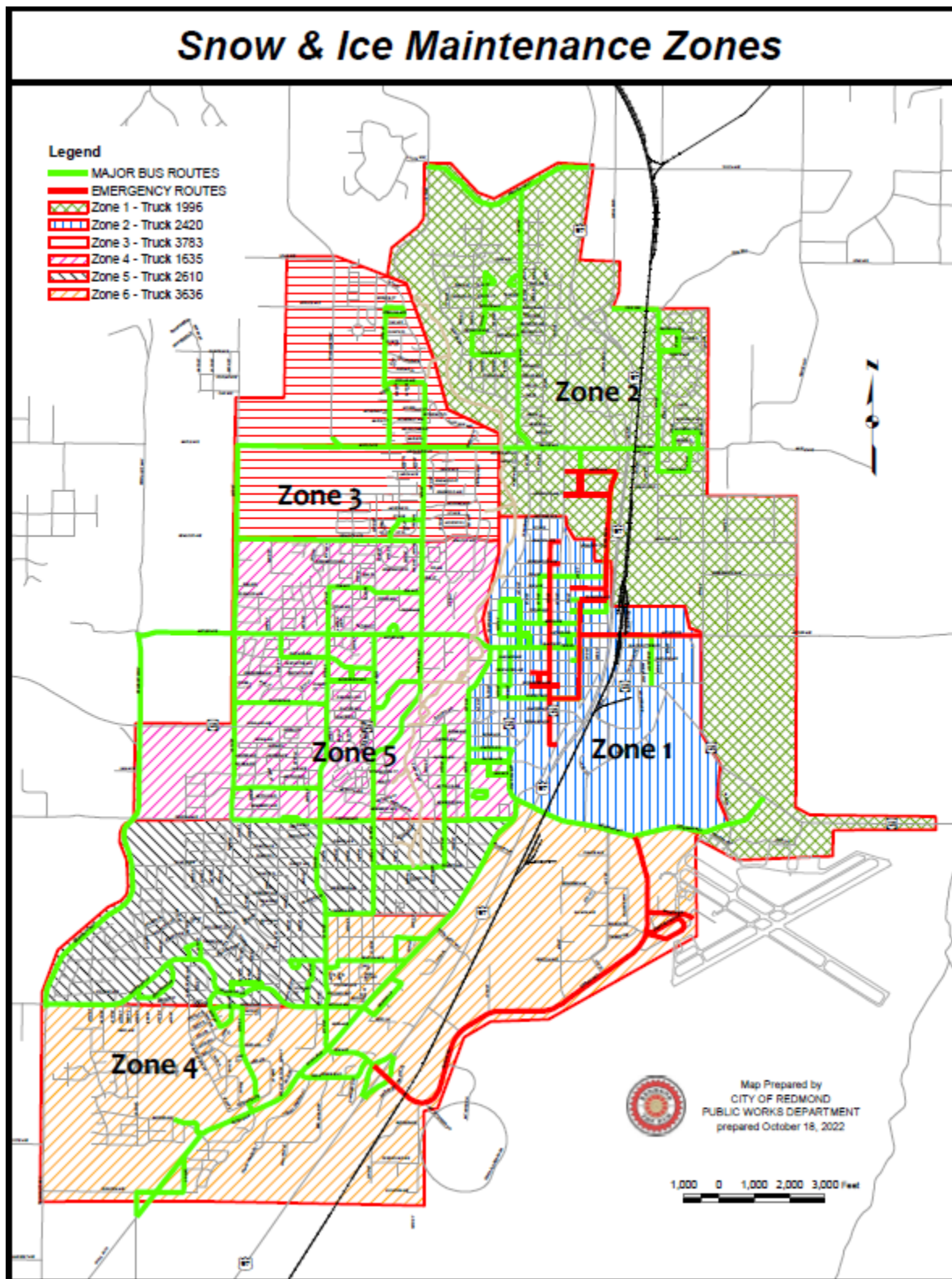
SUMMARY

The Snow and Ice Control Plan establishes general policies and procedures for the city's response to winter weather events within available resources. The overall goal is to make travel within the city as safe as possible and to minimize economic hardship during severe weather events. Specific streets and locations are prioritized according to traffic volume, public safety, and access to emergency facilities and schools. Keeping our city's streets clean and safe during the winter is a big job and it can't happen without the cooperation of all our residents and businesses.

ATTACHMENT 1: Snow & Ice Priority Routes Map



ATTACHMENT 2: Snow & Ice Maintenance Zone Map



Chapter 1. Pre-Season Actions

1.1 Airport Preparation

a) Airport Management Meetings

The Airport Operations and Maintenance Supervisor will typically initiate a meeting the month of Sept/Oct timeframe to discuss equipment and material inventory, repair needs, staffing, budget, training, previous years issues, and any other topics associate with snow and ice control and its plan.

b) Personnel Training

All personnel with responsibilities within this plan receive annual, recurrent snow removal training. All training for airport personnel is conducted by Airport Operations and Maintenance Supervisor and Airport Operations and Maintenance Lead. Training records are maintained by Airport Operations and Maintenance Supervisor. Training will include but not be limited to surface condition assessment, friction testing equipment, Notam Manager, snow removal and deicing equipment operations and use.

c) Equipment Preparation

The airport's (2) Bowmonk AFM2 will be calibrated, updated and certified annually before the end of October of each year.

Thirty to sixty days prior to snow season Airport Operations and Maintenance Department in partnership with City of Redmond Vehicle Maintenance Department will Inspect and prepare each piece of airfield snow removal equipment. Required fluids, replacement parts, and snow removal equipment components will be inventoried and stockpiled.

1.2 Snow and Ice Control Committee (SICC) Meetings.

The Airport has developed a Snow and Ice Control Committee (SICC) to provide feedback and make recommendations to snow and ice removal operations and Snow and Ice Control Plan (SICP) updates at Redmond – Roberts Field. The SICC includes Airport Operations and Maintenance Manager, Airport Operations and Maintenance Supervisor, Airport Operations and Maintenance Lead, Air Traffic Manager and Air Carrier Managers.

Original Date Sept 1, 2016
Revision Date October 31st, 2022

FAA Approval



Exhibit #6

Chapter 2. Post-Event/Season Actions

2.1 Post Event.

After each snow event, airport management will/may host a meeting and invite (Air Traffic if applicable) to discuss any issues that have arisen from the event.

All members of the SICC will be encouraged to provide feedback to airport management before, during or following each snow event. After a significant event or a challenging operation, a separate SICC meeting will be held.

If applicable:

During the snow season, winter operations is an agenda item at tenant meetings, which are generally held monthly.

2.2 Post Season.

After each snow season a SICC meeting will be held, typically in March/April to review the snow season issues and recommendations for changes. The same topics as pre-season should be reviewed.

Airport Operations and Maintenance Department in partnership with City of Redmond Vehicle Maintenance Department will inspect and repair equipment as needed. Airport Operations and Maintenance Supervisor will ensure SICC is updated as needed.

Original Date Sept 1, 2016
Revision Date October 31st, 2022

FAA Approval



Exhibit #8

Chapter 3. Snow Removal Action Criteria

3.1 Activating Snow Removal Personnel.

The following employees are trained as noted in 1.1 b

Name	Position	Phone #
Ben Wolfe	Operations/Maintenance Manager	541-410-9381
Mike Wilcox	Operations/Maintenance Supervisor	541-948-7216
Cody Sheets	Operations/Maintenance Specialist	541-699-2065
Justin Turpin	Operations/Maintenance Lead	541-749-0088
Eric Apling	Operations/Maintenance Worker	541-604-5812
Jon Hershey	Operations/Maintenance Worker	541-410-8034
Justin Davis	Operations/Maintenance Worker	541-604-0721
Craig Payne	Operations/Maintenance Worker	541-604-1966
Ernie Slavey	Operations/Maintenance Worker	541-419-3434
Sean Hoener	Operations/Maintenance Worker	541-604-0588
Duty Phone	Operations/Maintenance	541-504-3080

a) Weather Forecasting

- Duty Airport Operations and Maintenance Worker is responsible for monitor the current and/or forecast weather conditions.
- Local Meteorological and Internet based sites are sources used for weather forecasting.
- Redmond – Roberts Field does not have surface sensors.

b) Chain of Command

- Duty Airfield Operations and Maintenance Worker is responsible for the following.
- Monitoring airfield conditions
- Physically inspecting airfield
- Initiating a Snow Alert Callout by notifying shift Supervisor
- Specify Procedures for Callout and Notification of Personnel

When heavy snow fall is forecast. Employees will be assigned to A-team or B-Team and will work 12hr shifts. Employees will remain of assigned 12hr shift until storm subsides and priority areas are cleared and functional.

Original Date Sept 1, 2016
Revision Date October 31st, 2022

FAA Approval



Exhibit #10

c) Triggers for Initiating Snow Removal Operations

Snow removal operations will begin based on the following table. Table 5-2 for AC 150/5200-30D was used to determine Depths to initiate snow removal operations.

Precipitation	Depth in Inches
Slush	1/8
Wet Snow	1/8
Dry Snow	1/4 to 1/2
Ice or Freezing Rain	< 1/8

3.2 Personnel Responsible.

Airfield Operations and Maintenance

- Determine when snow removal or deicing operations shall begin, based on evaluation of existing field conditions along with present and forecasted weather.
- Monitor runway conditions. Determine the presence of snow, ice, or slush along with depths. (Reference Assessment Criteria Column of Runway Condition Assessment Matrix (RCAM) on Table 5-2 of AC 150/5200-30D page 5-7.)
- Determine the coefficient of friction (Mu) by use of a qualified friction tester. Vehicle Deceleration and Directional Control Observation along with Pilot Breaking Action Reports should be used to support generated Runway Condition Code (RCC).
- Disseminate airport information via Notam Manager when any hazard to aircraft operation exists or when conditions change. If Notam Manager is inoperable, airport information will be disseminated by calling 1-877-487-6867.
- Notify Redmond Tower of existing runway, taxiway, and apron conditions along with any hazard to aircraft operations that exists. Notify via land line at 541-548-2574 or on appropriate frequency.
- Maintain the effective operation of snow removal and ice control equipment. This includes the inspection, fueling, greasing, and cleaning of equipment to ensure equipment is ready for use.

Management

Original Date Sept 1, 2016
Revision Date October 31st, 2022

FAA Approval



Exhibit #11

- Airfield operations management will be responsible for overseeing all of the responsibilities of Airfield and Maintenance and ensuring that a sufficient supply of fuel and deicing chemical will be kept on hand in the event of a prolonged storm occurs.

3.3 Snow Control Center (SCC).

The SCC is generally located in an Operations vehicle during a moderate to heavy snow event. The role of "Snow Boss" will be one of the following: Airport Operations and Maintenance Lead, Airport Operations and Maintenance Worker, Airport Operations and maintenance Supervisor or Airport Operations and Maintenance Manager.

At a minimum, the SCC will perform the following functions:

- Managing snow clearing operations.
- Serving as the prime source for initiating FICONS, Closures, Openings, etc.
- Informing ATCT, Air Carriers, Air Taxis, and other users of airport conditions.
- Issuing NOTAMs.

The SCC provides critical information to the drivers operating snow removal equipment. SCC duty is critical to ensuring that prompt removal of snow/ice is conducted, and that surface conditions are disseminated timely and accurately. Preplanning strategies, coordination of snow removal efforts and overall operational support is the primary function of the SCC.

3.4 Airfield Clearing Priorities.

Describe how the priorities are determined. A color-coded map may be included but should not substitute text.

a) Priority 1

- Runway 5-23
- Taxiway R1 and R2
- Taxiway Commercial Route
- Taxiway A2 and A3
- Terminal Apron
- Taxiway GA Route
- Terminal Ramp
- ARFF Access to Taxiway B

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FAA Approval



Exhibit #12

- Gate B-3 Operability (SRE) – Primary Mutual Aid Access Point
- NAVAIDS

b) Priority 2

- North Cargo Ramp
- GA Ramp
- Runway 11/29
- Taxiway B2 and C2
- Taxiways B and C East of 5/23
- Fuel Truck Access Road

c) Priority 3

- North City Hangars and Tie Downs
- Taxiway "D"
- South City Hangars
- Taxiways Z1, Z2, Z3, and Z4
- Taxi lane Z

3.5 Airfield Clearance Times.

RDM has more than 10,000 but less than 40,000 annual operations for a targeted clearance time of 1hr (Table 1-1).

Table 1-1. Clearance Times for Commercial Service Airports

<i>Annual Airplane Operations (includes cargo operations)</i>	<i>Clearance Time¹ (hour)</i>
<i>40,000 or more</i>	<i>½</i>
<i>10,000 – but less than 40,000</i>	<i>1</i>
<i>6,000 – but less than 10,000</i>	<i>1½</i>
<i>Less than 6,000</i>	<i>2</i>
<i>General: Commercial Service Airport means a public-use airport that the U.S. Secretary of Transportation determines has at least 2,500 passenger boardings each year and that receives scheduled passenger airplane service [reference Title 49 United States Code, Section 47102(7)].</i>	
<i>Footnote 1: These airports should have sufficient equipment to clear 1 inch (2.54 cm) of falling snow weighing up to 25 lb/ft³ (400 kg/m³) from Priority 1 areas within the recommended clearance times.</i>	

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Exhibit #13

3.6 Snow Equipment List.

- Primary (1) 2018 BATTIS 750-gallon Liquid Deicer mounted on 2007 Ford F-550
- Primary (2) 2020 MB-5 Multitask with 24' polyethylene plows, 22' rotary brooms, and high-speed multidirectional air blasts
- Primary (1) 2017 MB3 Sweeper with 20ft Broom
- Primary (1) 2014 Wausau SnoDozer 3131 with a JV 5000 high-capacity snow blower capable of moving 5000 tons per hour
- Primary (1) 2009 Tyler Ice. This Trailer carries 1500 gallons of liquid E-36 and sprays up to 75' wide. This is pulled by a 1974 Ford 8000 10-yard dump truck.
- Primary (1) 2021 Cat950M Front End Loader with 20' Pro-Tec snow pusher.
- Primary (1) 2000 Oshkosh model "P" series six wheel, all steer, all-wheel drive truck with a 12-yard dump body, equipped with a 5½ yard Epoke slide-in liquid and solid material sander box. The truck carries a 22' power reversible polyethylene airport plow.
- Secondary (1) 1995 Oshkosh model "HB" all-wheel drive, two diesel engine design chassis and a two-stage rotary snow blower and a Sweepster model S3100B 18' rotary broom. Primary function is snow blower
- Secondary (1) 2006 Cat 938 Front End Loader with 20' Pro-Tec snow pusher.
- One (1) 1976 Huber Grader, with a 12' reversible blade.
- One (1) 12' Pro-Tec snow pusher to attach to a front-end loader.
- One (1) 22' reversible ramp plow to attach to front end loader.
- Two (2) Bowmonk AFM2 Airfield Friction Meter Mark 3

3.7 Storage of Snow and Ice Control Equipment.

2021 Cat 950M Front End Loader – Stored inside/heated
2022 MB5 Multitasker (2) – Stored inside/heated

Original Date Sept 1, 2016
Revision Date October 31st, 2022

FAA Approval



Exhibit #14

2018 BATTs – stored inside/heated
2017 MB3 – stored inside/heated
2014 Wausau SnoDozer – stored inside/heated
2009 Tyler Ice/1974 Ford 8000 10 yard – stored inside/heated
2007 Ford F-550 deicing truck – stored inside/heated
2006 Cat Front End Loader – stored inside/heated
2000 Oshkosh Plow – stored inside/heated
1995 Oshkosh Blower – stored inside/heated
1984 Oshkosh broom – stored outside
1976 Huber Grader – stored outside

3.8 Definitions.

Airside Urea.

(Otherwise known as “Carbamide”) The approved specifications are SAE AMS 1431, Compound, Solid Runway and Taxiway Deicing/Anti-Icing, and MIL SPEC DOD-U-10866, Technical Urea. Agricultural grade urea that meets any of these specifications, called airside urea, is acceptable.

Approved Chemical.

A chemical, either solid or liquid, that meets a generic SAE or MIL specification.

Ash.

A grayish white to black solid residue of combustion normally originating from pulverized particulate matter ejected by volcanic eruption.

Compacted Snow.

Snow that has been compressed and consolidated into a solid form that resists further compression such that an airplane will remain on its surface without displacing any of it. If a chunk of compressed snow can be picked up by hand, it will hold together or can be broken into smaller chunks rather than falling away as individual snow particles.

Note: A layer of compacted snow over ice must be reported as compacted snow only.

Example: When operating on the surface, significant rutting or compaction will not occur. Compacted snow may include a mixture of snow and embedded ice; if it is more ice than compacted snow, then it should be reported as either ice or wet ice, as applicable.

Original Date Sept 1, 2016
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FAA Approval



Exhibit #15

advisories on frequency CTAF (Common Traffic Advisory Frequency) 124.50 MHz (Redmond area traffic) and communicate with area traffic as needed.

The snow team will communicate amongst each other using two-way vehicle mounted or handheld Operation Radios. In order to minimize ambient noise disruption from vehicular noise, headsets are provided if needed.

b) Failed Radio Communication

If radio communications fail between the snow team or a single driver loses a radio signal on Operations Radios, cell phones may be used. During non-towered operations CTAF 124.50 MHz may be used for temporary communications between vehicle operators. If radio communication fails between Air Traffic Control and ground vehicle, cell phones may be use for temporary communication or Air Traffic Control may use Light Gun Signals to aid vehicles as they safely clear the movement area. Vehicles will not return to the field unless they possess a working radio.

c) Low Visibility and Whiteout Conditions

During low visibility, when continual visual contact cannot be made with Air Traffic Control or between snow removal equipment. Frequent "location updates" will be given. During whiteout conditions snow removal equipment will stop immediately until visibility is restored.

d) Driver Fatigue

Airport Operations and Maintenance employees will receive rest and meal periods during snow events. During prolonged snow events, employees will be divided into two teams. Each team will work 12 hours during a 24hr period.

Original Date Sept 1, 2016
Revision Date October 31st, 2022

FAA Approval



Exhibit #26

Chapter 5. Surface Assessment and Reporting

Conducting Surface Assessments:

Airport operations and Maintenance Department will remain aware and monitor all paved surface conditions in order to plan and carry out appropriate maintenance actions in accordance with the Snow and Ice Control plan. The airport strives to maintain a 'no worse than wet' surface condition.

The airport operator in complying with Part 139.339, at a minimum, will utilize the NOTAM system for collection, dissemination, and logs of airport information to air carriers, and other airport users.

The NOTAM System used to report conditions is NOTAM Manager.

Assessments of runways, taxiways, and aprons are conducted by means of visual and physical observation.

- Assessments are performed by Duty Airport Operations and Maintenance personnel when inclement weather is anticipated, weather event is underway, or there has been a change to surface conditions resulting from brooming, plowing or chemical treatment.
- Vehicles, Pilot Reports, and Decelerometers are used to assist in conducting assessments.

5.2 Applying the Runway Condition Assessment Matrix (RCAM).

a) Determining Runway Conditions

The type of contaminant present on surfaces will be determined by training and experience. A list of contaminants can be referenced from the Definitions section of current edition of AC 150/5200-30.

Original Date Sept 1, 2016
Revision Date October 31st, 2022

FAA Approval

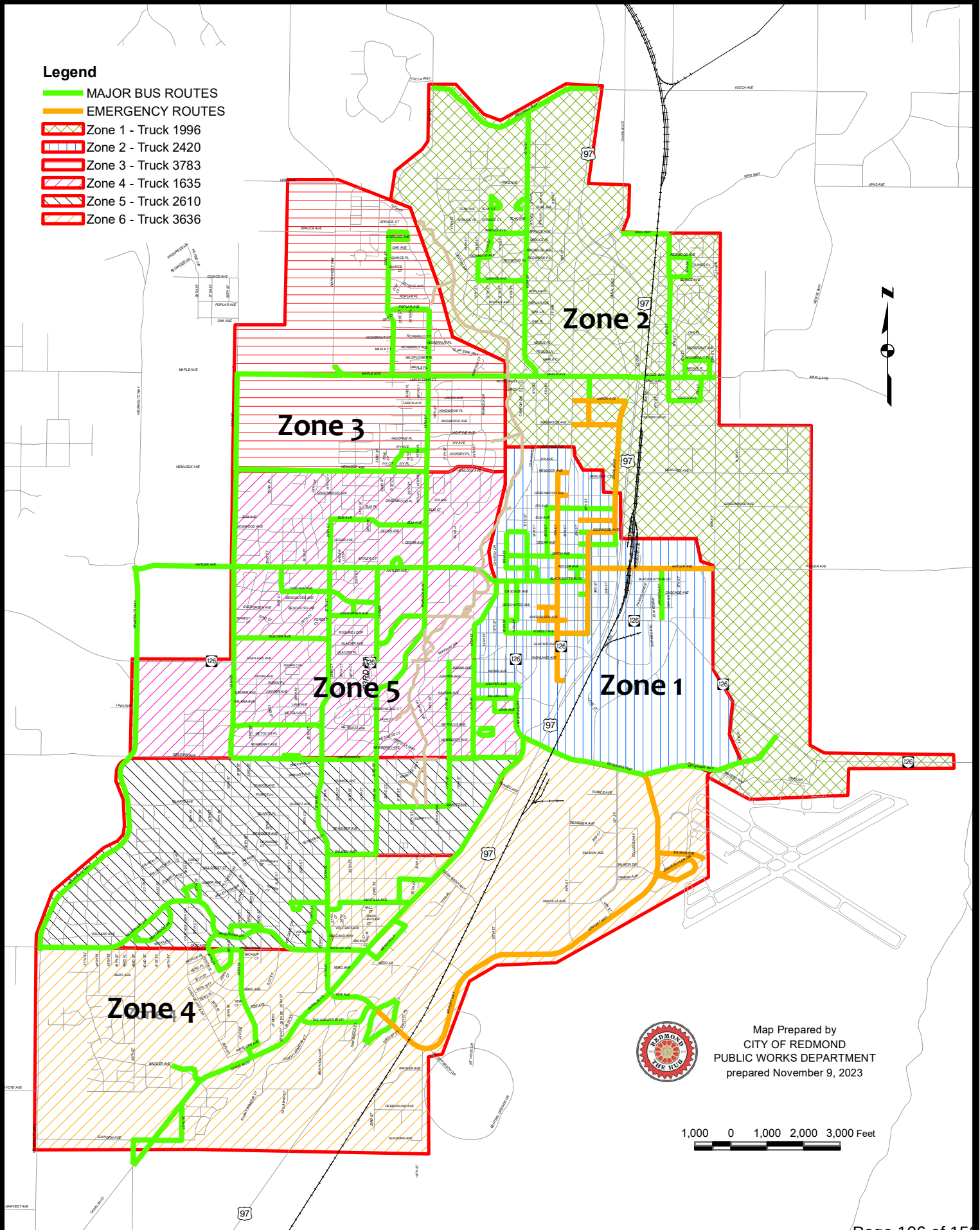


Exhibit #27

Snow & Ice Maintenance Zones

Legend

- MAJOR BUS ROUTES
- EMERGENCY ROUTES
- Zone 1 - Truck 1996
- Zone 2 - Truck 2420
- Zone 3 - Truck 3783
- Zone 4 - Truck 1635
- Zone 5 - Truck 2610
- Zone 6 - Truck 3636



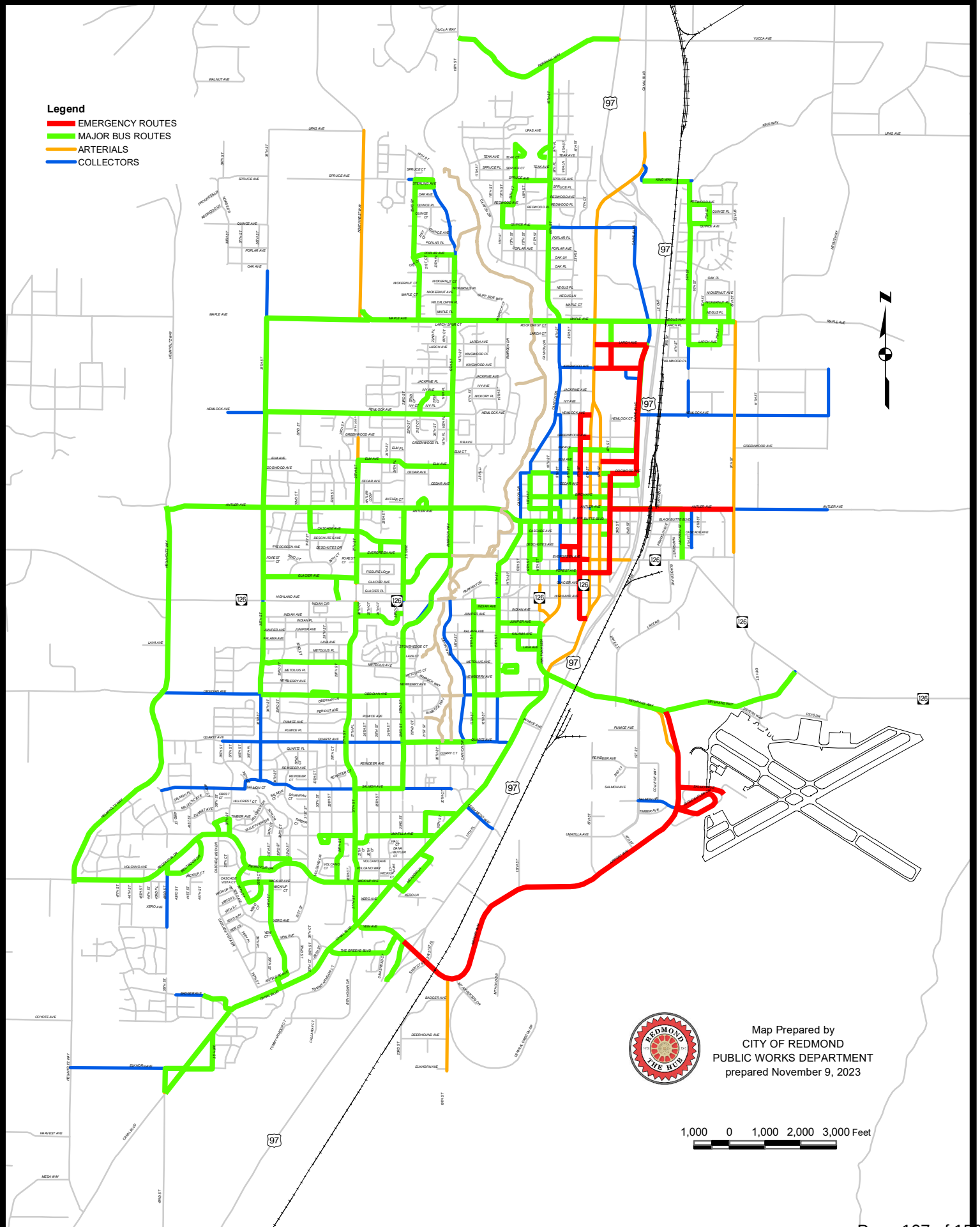
Map Prepared by
CITY OF REDMOND
PUBLIC WORKS DEPARTMENT
prepared November 9, 2023

1,000 0 1,000 2,000 3,000 Feet

Snow & Ice Priority Routes

Legend

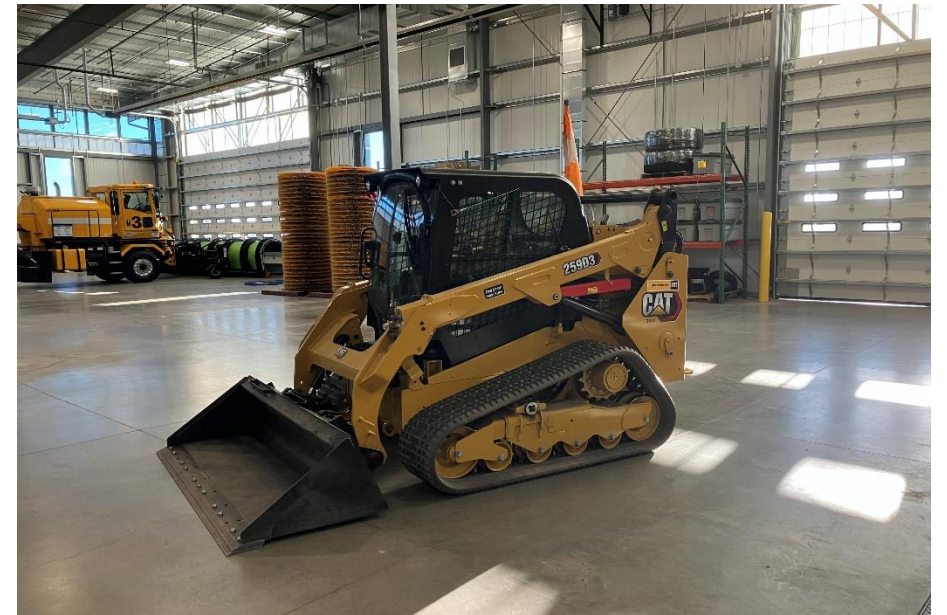
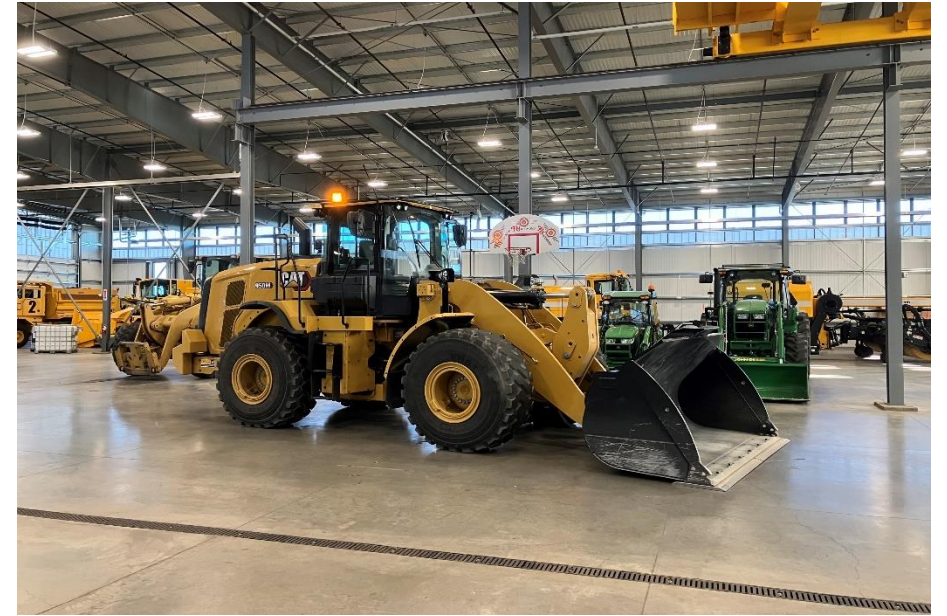
- EMERGENCY ROUTES
- MAJOR BUS ROUTES
- ARTERIALS
- COLLECTORS



SNOW AND ICE CONTROL PLAN

Redmond City Council
November 14, 2023

NEW EQUIPMENT (2022)



EXPECTED EQUIPMENT (2023)



TRAINING



ALL PERSONNEL ARE TRAINED ANNUALLY ON EQUIPMENT, PROPER CHEMICAL USAGE, TECHNIQUES, AND RECORD KEEPING.

ALL AIRFIELD OPERATIONS PERSONNEL RECEIVE ADDITIONAL REQUIRED ANNUAL FAA TRAINING ON NOTAM ISSUING, FRICTION TESTING, RUNWAY SURFACE CONDITION ASSESSMENTS AND REPORTING, AND RECORD KEEPING.

MINIMUM STANDARDS

- MINIMUM STANDARDS REQUIRING SNOW AND ICE CONTROL:
 - ANY AMOUNT OF ICE
 - 1/8 INCH OF WET SNOW
 - 1/4 INCH OF DRY SNOW
- REQUIRED CLEARANCE TIME FOR PRIORITY 1 AREAS IS 1 HOUR
- *(Determined by annual total aircraft operations)*





PRIORITY 1 AREAS
2.7 million sq. ft



QUESTIONS?



2023/2024 SNOW & ICE CONTROL PLAN

CITY COUNCIL PRESENTATION

NOVEMBER 14, 2023



2023-24 WINTER OUTLOOK

The BRRR is Back!



WINTER
2023/24

SEASONABLY COLD, WET



FarmersAlmanac.com



SLIDE / 2



EQUIPMENT

PRIMARY EQUIPMENT INCLUDES:

- SIX TRUCK MOUNTED SANDER PLOW VEHICLES
- TWO MOTOR GRADERS





SIGNIFICANT WEATHER EVENTS = ALL HANDS & ENHANCED EQUIPMENT

SLIDE / 4





PREPARING FOR WINTER

SLIDE / 5





PRIORITY ROUTES

- Arterials/Collectors
- Emergency
- Bus Routes



LOCAL ROUTES

- Residential
- Cul-de-sacs
- Light industrial



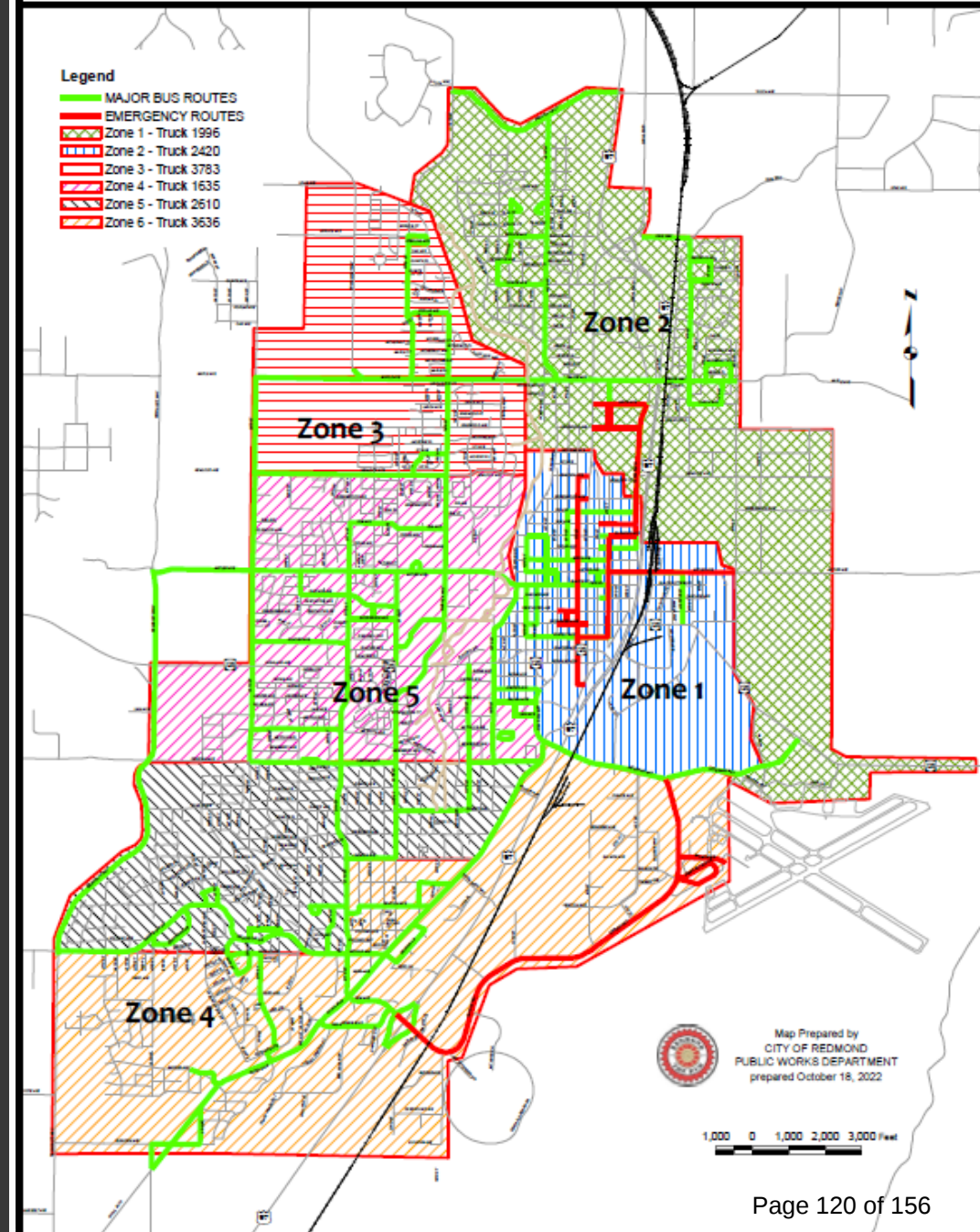
MAINTENANCE ZONES

- Six zones
- Assigned Equipment/Operator

STREET ROUTE & PRIORITY LEVEL

SLIDE / 6

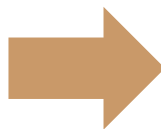
Snow & Ice Maintenance Zones



RESPONSE SCENARIOS



FREEZING CONDITIONS



MODERATE SNOW EVENT



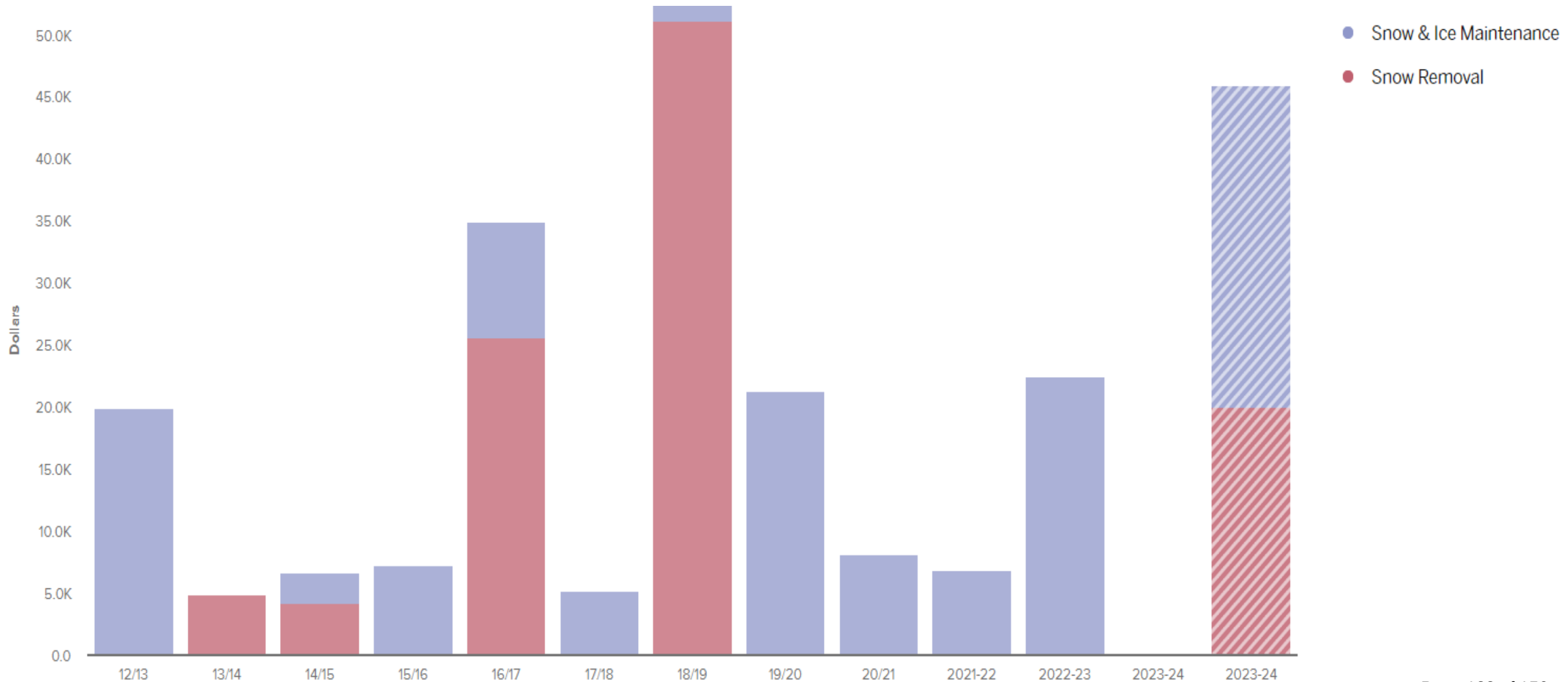
HEAVY SNOW, LONG DURATION





CITY SNOW REMOVAL/MAIN. COSTS: 2012/13 – 2022/23

11-YEAR AVG. : ~\$18,000/YEAR





PUBLIC COMMUNICATIONS

TOOLS USED TO KEEP PUBLIC INFORMED

CITY WEBSITE HOMEPAGE

REDMONDSTREETS.COM

GPS TRACKING

FACEBOOK POSTS

NEWSLETTER ARTICLES

PRESS RELEASES

STREETS@REDMONDOREGON.GOV

SLIDE / 9

 **City of Redmond, Oregon**
December 29, 2021 · 🌐

Limited Plowing Underway Due to Windblown Snow Drifts

Crews are moving to a Level 3 response to maintain city streets under current weather conditions. Level 3 means limited plowing of priority routes and high elevations.

The City of Redmond Transportation Division works hard to maintain the streets during conditions of snow and ice. To report problems, please use the following numbers:

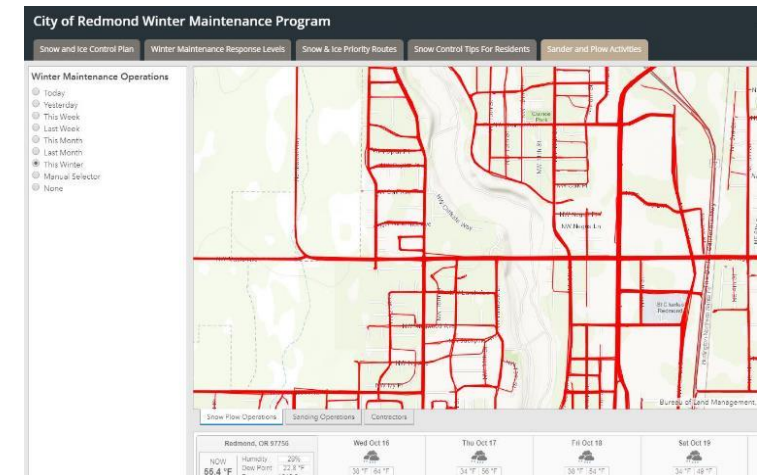
Monday-Friday 7:00 am-4:00 pm - (541) 504-2000
After Hours/Weekends/Holidays - (541) 317-3472*
or email: streets@remondoregon.gov



CITY SANDERS & PLOWS AT LEVEL 3

📣 Boost this post to reach up to 206 more people if you spend \$42. [Boost post](#)

👍 50 4 comments 31 shares





BEST WAY FOR RESIDENTS TO HELP BE PREPARED

SLIDE / 10

BECOME WINTER READY

Prepare your vehicle for Central Oregon's adverse climate with traction tires or carrying chains.



PARK OFF STREETS

In residential areas, leave room for plows to get through safely, and avoid parking on the street.



PLEASE BE PATIENT

The City will make every effort to keep roadways open and safe during winter weather events.



A yellow snowplow is shown in a snowy field. The plow has a "RED DOT" light on top and a "Dave's Buggy" logo on the side. The background features a snow-covered hill and trees. The text "Q & A" is overlaid in the center, with the ampersand in blue and the letters in white.

Q & A



CITY OF REDMOND

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

STAFF REPORT

DATE: November 14, 2023
TO: City Council
THROUGH: Keith Witcosky, City Manager
FROM: Keith Leitz, City Attorney
SUBJECT: Coordinated Houseless Response Office: Intergovernmental Agreement #2.

Report in Brief:

This item requests the City Council enter into an Intergovernmental Agreement (IGA) associated with the Coordinated Houseless Response Office (CHRO) which is now under the general direction of the Central Oregon Intergovernmental Council (COIC). This version replaces the previously approved IGA from 2022.

Background:

In summer 2022, the cities of Bend, Sisters, La Pine, and Redmond and the Deschutes County Board adopted an IGA in compliance with House Bill 4123. This Bill established locally led, regional housing coordination through eight homeless response pilot projects across the state. Each pilot received \$1 million in state funding over two years to operationalize coordinated offices to strengthen their communities' homeless response.

The pilots are intended to provide high-level coordination, centralized communication, and strategic visioning; identify opportunities to more effectively leverage existing funds and access new resources; and create a more equitable, accessible and responsive system for their residents experiencing homelessness.

HB 4123 sets minimum standards for each pilot, including:

- Sign an IGA with regional partners to manage and facilitate the coordinated homeless response office. The initial IGA was signed in 2022. The IGA scheduled for the November 14, 2023, Council meeting replaces this earlier version.
- Establish an oversight board, consisting of members from each participating local government. Complete. The Board membership is adding two positions through IGA #2 (details below).
- Develop a 5-year strategic plan to identify gaps in their community's homeless services, in coordination with community partners and existing efforts. The strategic plan was submitted in August 2023.
- Commit to continued, sustained funding beyond the first 2 years of state funding.
- Report back to the legislature and OHCS on local progress, opportunities, and challenges to inform future state homeless funding and policy decisions.

Discussion:

In summer 2023, these participating governments agreed to shift the administrative structure from Deschutes County to the COIC. COIC's role will be to provide functional direction to advance the policies and priorities of the CHRO Board in alignment with HB 4123.

The attached IGA includes Board Bylaws, and an expansion of the CHRO Board to include two ex-officio members. One from the local Continuum of Care (the Homeless Leadership Coalition) and one from NeighborImpact. The balance of the Board is one elected official from each city in Deschutes County as well as one person from the County Board of Commissioners.

COIC will manage the CHRO through a project management structure rather than the Executive Director structure which previously existed.

Fiscal Impact:

There is no specific financial commitment associated with this IGA. The existing commitments of a staff liaison and an elected representative are maintained.

Alternative Courses of Action:

1. Approve the IGA
2. Do not approve the IGA
3. Take no action and request more information

Recommendation / Suggested Motion:

"I move to approve the Coordinated Houseless Response Office Intergovernmental Agreement #2 in substantially the form as attached, and authorize the City Manager to make minor edits consistent with the overall intent as approved."

SECOND INTERGOVERNMENTAL AGREEMENT

COORDINATED HOUSELESS RESPONSE OFFICE

PARTIES

- Deschutes County, a political subdivision of the state of Oregon, (“County”)
- City of Bend, an Oregon Municipal Corporation, (“Bend”)
- City of La Pine, an Oregon Municipal Corporation, (“La Pine”)
- City of Sisters, an Oregon Municipal Corporation, (“Sisters”)
- City of Redmond, an Oregon Municipal Corporation, (“Redmond”)

RECITALS

A. ORS 190.010 authorizes units of local government to enter into intergovernmental agreements (“IGA”) for the performance of any or all functions which a party to the IGA has the authority to perform.

B. The Parties to this IGA agree to support a joint effort to implement [HB 4123](#) to establish and provide oversight for a Coordinated Houseless Response Office Pilot (“Office”).

C. The participating local government agencies under HB 4123 include Deschutes County and the cities of Bend, La Pine, Redmond, and Sisters (County/Cities). The Oversight Board (“Board”) for the Office and the HB 4123 project is comprised of one (1) elected official from each County/Cities. In addition, one (1) Central Oregon Continuum of Care Board representative and one (1) NeighborImpact representative will be added to the Board as non-voting members.

D. The Board provides policy direction to the Office. The Board submitted a Coordinated Houseless Response Office (“CHRO”) 5-Year Strategic Plan, dated August 14, 2023, to guide the work of the Office, to the State of Oregon in compliance with HB 4123.

E. The Parties entered into an Intergovernmental Agreement Coordinated Office on Houselessness, effective December 7, 2022 (“original IGA”). The Parties intend that the Office will now operate under the general direction of the Central Oregon Intergovernmental Council (“COIC”) Executive Director or designee with consultation from the Parties, and subject to oversight and policy direction by the Board. COIC’s roles and responsibilities, payments, timelines and check-ins, etc., will be set forth in a separate agreement between COIC and Deschutes County.

F. COIC’s legal representative will act as legal advisor to COIC for matters related

to the Office and COIC's role in operating the Office. It is expected that COIC's legal counsel will consult with attorneys for the Parties as needed. Deschutes County counsel will represent the County Administrator and the County, and the other parties will be represented by their own legal counsel for the purpose of implementing this IGA. Nothing in this IGA is intended to abrogate, waive, or diminish the attorney-client privilege or other confidentiality provisions applicable between County/Cities elected officials and County/Cities employees and legal counsel for their respective County/Cities.

G. Parties to this IGA will appoint a staff liaison to attend Board meetings and work/coordinate with the Office.

H. Board members will serve as the sole liaisons between their respective elected body or organization and the Office to provide updates and/or request for commitments or actions.

I. The Board's purpose, authority, membership, terms, roles, responsibilities, and more are outlined in the Board Bylaws in the attached Exhibit 1.

J. As an entity authorized by statute and formed by an IGA with the authority to make decision on policy and administration, the Board is considered a public body for the purposes of the public meetings law, will hold noticed meetings open to the public, and otherwise act in accordance with Oregon Public Meetings Law.

K. The Office will include an Advisory Committee. The Advisory Committee's Description, Distinction from the Governance Board, Roles and Responsibilities, Membership Categories and Advisory Committee Terms, are outlined in the Board Bylaws.

L. The Office will coordinate with and develop partnerships with local and regional stakeholders as specified in House Bill 4123.

M. The Office is funded with initial pilot funding of \$1,000,000 provided by the State of Oregon. County/Cities are responsible for continuing future funding commitments starting year three and for no less than five years as required in HB 4123 to continue the Office.

TERMS OF AGREEMENT

1. Original Agreement Void. The Parties intend that upon the effective date of this IGA, the Original IGA shall be void and of no further effect. All references to the "IGA" in this document are to the Second IGA between the Parties.

2. Effective Date/Duration. This IGA shall be effective when signed by all Parties to this IGA. Unless extended or earlier terminated in writing signed by all Parties, this IGA terminates on June 30, 2027.

3. Commitment to Support. Parties to this IGA commit to support the Office for a

total of not less than five fiscal years from the time the Parties received the grant funding under HB 4123 which was June 2022, or until this IGA terminates on June 30, 2027 (unless extended). The Parties understand that this IGA will need to be amended as the funding and commitments for years 3-5 are further defined and clarified by the Parties.

4. Strategic Plan. The Board adopted a five-year strategic plan on July 20, 2023, as required by HB 4123. The Board may update and change the five-year strategic plan.

5. Member Obligations.

A. Subject to the ongoing financial commitment of each participating agency as outlined in Section 3 above, Deschutes County will enter into a separate agreement with COIC to provide functional support of the Office, including high level coordination, centralized communication, strategic visioning, leveraging existing funds and accessing new resources, leading the implementation of the strategic plan, helping create a responsive system county-wide for residents experiencing homelessness and other tasks as further set forth in the separate agreement. The separate agreement will include COIC's roles and responsibilities, payments, timelines and check-ins, and other tasks. Deschutes County will continue to be the grant recipient and maintain its responsibility for managing the \$1 million fund and reporting to the State, including when designating and assigning work to COIC, consistent with the State Grant Agreement.

B. Deschutes County will provide a staff liaison.

C. Bend will provide a staff liaison.

D. La Pine will provide a staff liaison.

E. Sisters will provide a staff liaison.

F. Redmond will provide a staff liaison.

6. General Terms.

A. Assignment. This IGA, and each Party's rights and responsibilities associated with this IGA may not be assigned.

B. Entire Agreement. This IGA sets forth the entire agreement of the Parties with respect to the subject matter of the IGA and supersedes any and all prior negotiations, discussions, agreements and understandings of the Parties.

C. Recitals and Exhibits. The Recitals and Exhibits are incorporated into and made part of this IGA.

D. Board Meetings. The Board has established a schedule where they meet

regularly at noticed public meetings. See Board Bylaws for more information about Board meetings including membership, terms, attendance policy, frequency, officers, and other relevant provisions.

E. Dispute Resolution. The Parties agree to attempt to resolve any disputes related to this IGA first by meeting between the City Managers involved in the dispute and the County Administrator. As needed, the Parties will communicate with the COIC Executive Director but understand that COIC is not a party to this IGA. In the event dispute resolution is unsuccessful, this IGA will be construed, applied and enforced in accordance with the laws of the State of Oregon. Any action or proceedings arising out of this IGA will be initiated in the Circuit Court of Deschutes County, Oregon.

F. Severability. If any provision of this IGA is held illegal or unenforceable in any respect, the remaining provisions remain in full force and effect to the extent possible.

G. Access to Records. All Parties to this IGA shall maintain fiscal records and all other records pertinent to this IGA.

i. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.

ii. All records shall be retained and kept accessible for at least three years, or as otherwise required to be retained by Oregon law.

iii. If an audit, litigation or other action involving this IGA is started before the end of the three-year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.

iv. All Parties to this IGA and their authorized representatives have the right to direct access to all associated books, documents, papers, and records related to this IGA for the purpose of conducting audits and examinations and making copies, excerpts, and transcripts.

v. In the event of a public records request, COIC is considered the custodian of the public records of the Board. To the extent more than one public body is the custodian of a given public record, when a city or the County receives a request, it has received from another public body, it may consult with the originating body to determine whether the records may be exempt from disclosure.

H. Amendment/Extension. This IGA may be amended or extended by mutual written agreement of the Parties.

I. Indemnification. Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, each Party shall defend, indemnify, and hold each other Party,

and its officers, agents, employees and volunteers, harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively referred to as “claims”) that may be based on, or arise out of, damage or injury (including death) to persons or property caused by or resulting from any act or omission of the Party in connection with the performance of this IGA or by conditions created thereby or based upon violation of any statute, ordinance or regulation. This indemnification shall not apply to claims caused by the sole negligence or willful misconduct of the other Party, its officers, agents, employees and volunteers. The Parties agree that they are not agents of each other and are not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.

J. Each Party has reviewed this IGA with its own legal counsel.

K. The persons signing below acknowledge they have read and understood this IGA and certify that they have authorization from their governing bodies to execute this IGA and be bound by its terms.

CITY OF BEND

Eric King, City Manager

Date: _____

CITY OF SISTERS

Jordan Wheeler, City Manager

Date: _____

DESCHUTES COUNTY

Nick Lelack, County Administrator

Date: _____

CITY OF REDMOND

Keith Witcosky, City Manager

Date: _____

CITY OF LA PINE

Geoff Wullschlager, City Manager

Date: _____

Exhibit 1

Insert CHRO Board Bylaws



CITY OF REDMOND

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

STAFF REPORT

DATE: November 14, 2023
TO: City Council
THROUGH: Keith Witcosky, City Manager
FROM: Keith Leitz, City Attorney
SUBJECT: Sub-Lease to Redmond Oasis Village Project of 3.23 acres as part of the Eastside Homeless Campus

Report in Brief:

This request is for the City of Redmond to lease approximately three (3) acres to Redmond Oasis Village Project for the purpose of constructing and operating a small village that will provide temporary housing for homeless individuals.

Background:

On October 10, 2023, the City of Redmond entered in to an Memorandum of Understanding (MOU) with Redmond Oasis Village Project to construct and operate a small village that will provide temporary housing for homeless individuals on City-leased property. Pursuant to the MOU, the Redmond Oasis Village Project has been working to prepare the site for occupancy no later than January, 2024, and is required to enter into a sublease with the City to lease three (3) acres for Oasis Village.

Discussion:

This ground lease is from the City of Redmond for approximately three (3) acres of unimproved land along highway 126 to the Redmond Oasis Village Project at a rate of zero (0) dollars, for the purpose of constructing and operating a small village that will provide temporary housing for homeless individuals. The City is currently leasing approximately twelve (12) acres from Deschutes County at a rate of zero (0) dollars. The three (3) acres that will be subleased to Redmond Oasis Village Project is part of the larger East Redmond Campus concept.

Fiscal Impact:

The City received a Multi-Agency Coordination grant to bring utilities across Highway 126 to the site. There is no additional fiscal impact to the Fiscal Year 2023-2024 Budget.

Alternative Courses of Action:

1. Approve the Ground Lease with Redmond Oasis Village Project to develop and operate Oasis Village.
2. Do not approve the Ground Lease .
3. Request additional information.

Recommendation / Suggested Motion:

"I move to approve the Ground Lease with Redmond Oasis Village Project to develop and operate Oasis Village, and authorize the City Manager to sign the document."

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Agreement") is made as of the date of the last signature affixed hereto ("Commencement Date") by and between **THE CITY OF REDMOND**, an Oregon municipal corporation ("Lessor"), and **REDMOND OASIS VILLAGE PROJECT** an Oregon nonprofit public benefit corporation hereinafter referred to as ("Lessee"). Lessor and Lessee are referred to herein as "Party" or "Parties."

A. RECITALS

1. Lessor is leasing certain real property located in Deschutes County at 1002 NE 17th Street, Redmond, OR 97756 containing +/- 12-acres, as described in Exhibit B1 and as shown on Exhibit B2 and also described in Exhibit C1 and shown in Exhibit C2, attached hereto, and incorporated herein by reference ("Property").
2. Subject to the terms and conditions of this Agreement, the Parties desire to enter into this Agreement to lease a portion of the Property containing +/- 3.23-acres ("Site"), shown in Exhibit C1 and Exhibit C2 which is currently unimproved and the Lessor has agreed to provide said portion for the purpose of developing a community-based program referenced hereinafter as Redmond Oasis Village Project ("Oasis Village").
3. For the purpose of operating the Program, and as a condition precedent to this agreement, Lessor and Lessee have entered into a separate Memorandum of Understanding (Attachment 1) which outlines Lessor's and Lessee's Project and Program requirements. This MOU is fully incorporated herein.

B. WITNESSETH

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **TERM**. The initial term of this Agreement shall be effective as of the date of the last signature affixed hereto ("Effective Date"), and shall expire **June 30, 2033**. This Agreement remains in effect until it expires or is terminated as provided in Section B. 20 of this Agreement. Parties may by mutual consent renew or amend this Agreement on such terms and as agreed upon in writing.
2. **RENT**. Except as otherwise provided elsewhere in the Agreement, in recognition of the public benefit rendered by Lessee's activities, the annual lease rate is zero dollars (\$00.00) for the term of the Agreement.
3. **POSSESSION**. Lessee's right to exclusive possession and obligations under the Agreement shall commence as of the Effective Date of this Agreement, except as otherwise provided herein.
4. **CONDITION OF PROPERTY AND SITE**. Lessor and Lessor's Agents as defined in Section

B.11 have made no warranties or representations regarding the condition of the Property or Site, including, without limitation, the sustainability of the Property or Site for intended uses, except as may be expressly set forth herein. Lessor has no obligation to repair, alter, and/or construct any improvements on the Property. Lessee has inspected and accepts the Site in its "AS IS" condition upon taking possession, except as otherwise expressly set forth herein. Lessor will have no liability to Lessee, and Lessee will have no claim against Lessor, for any damage or injury or loss of use caused by the condition of the Property or Site, except as expressly set forth herein. Lessee is solely responsible for thoroughly inspecting the Site and ensuring that it is in compliance with all Legal Requirements (as defined below), except as expressly set forth herein.

5. PERMITTED USE. The real property shall be used for the purpose of Oasis Village, more fully described in the attached MOU (Attachment 1), the terms of which are fully incorporated herein.

6. RESTRICTIONS ON USE. In terms of use of the Site, Lessee shall:

6.1 Maintain improvements, structures and fences on the Site, if any, to standards of repair, orderliness, neatness, sanitation, and safety reasonably acceptable to Lessor, and shall not store solid waste on the Site.

6.2 Except as undertaken in the ordinary course of conducting its Permitted Use and in compliance with applicable local, state and federal law, refrain from the disposal, spilling or discharging of any oil, gasoline, diesel fuel, chemicals, or other pollutants on the leased Property or Site. In the event of such spills, Lessee shall undertake any and all necessary actions to contain and remove from the Property or Site as provided by law.

6.3 Conform to all applicable Legal Requirements of any public authority affecting the Site and Lessee's specific use of Site, and correct at Lessee's own expense any failure of compliance created by Lessee or by reason of Lessee's specific use of the Site, except as expressly set forth in this Agreement. For purposes of this Agreement, the term "Legal Requirement(s)" means any and all rules, regulations, covenants, conditions, restrictions, easements, declarations, laws, statutes, liens, ordinances, orders, codes, rules, and regulations applicable to the Property and/or Lessee's specific use thereof of the Site, including, without limitation, the Americans with Disabilities Act of 1990, as amended (and the rules and regulations promulgated thereunder), all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

6.4 Refrain from any use which would create a nuisance either on the Property or Site or offsite or damage the Property or Site, including but not limited to, creating offensive odors, excessive dust or noise on the Property or Site or maintaining a fire on the Property or Site. Nothing herein shall be construed to prohibit normal activities necessary to utilize the Site for its Permitted Use.

6.5 Refrain from making any unlawful use of said Property or Site or to suffer or permit any waste stored at the Site.

7. LESSEE'S OBLIGATIONS. The following shall be the responsibility of the Lessee at

Lessee's sole cost:

- 7.1 Arrangement for and delivery to the Site, as necessary, of all water, sanitary sewer, gas, electrical, and other utility services deemed necessary by Lessee.
- 7.2 Structural repairs and maintenance of any screening, fences, buildings, water, sanitary sewer, gas and electrical services, and other utility services to the Site.
- 7.3 All repairs necessitated by the activities or negligence of Lessee, its agents, employees, volunteers or invitees on or in connection with the Property or Site.
- 7.4 All repairs or alterations required under Lessee's obligation to comply with Legal Requirements and regulations as set forth in "Restrictions on Use" above.
- 7.5 All ad valorem tax and other real property assessments, bonds, levies or the like for the leased Site except as for provided and further described in Section B.8.
- 7.7 All taxes and assessments upon Lessee's personal property located on the Site as outlined in Section B.8 of this Agreement.
- 7.8 The cost of property and liability insurance as outlined in Section B.16 of this Agreement.
- 7.9 All other costs operations or future improvements associated with the Permitted Use of the Site.

8. TAXES AND ASSESSMENTS. After execution of this Agreement, Lessee shall apply within

thirty (30) days for a property tax exemption status based on Lessee's nonprofit status. If the property tax exemption application is denied and the taxing authority assesses real property tax and assessments for the Property, Site or Site Improvements, Lessee shall pay before delinquency, all assessments and levies against the portion of the Property and Lessee shall pay before delinquent, all personal property taxes on Lessee's fixtures, equipment, inventory and other personal property in or about the portion of the Property subject to taxation.

9. INSPECTION OF PROPERTY. During the term of this Agreement, Lessor shall have the right

to inspect the Property and Site in the Lessee's presence with reasonable notice by Lessor.

10. REPAIRS. Lessee accepts the Site in its "AS IS" condition, except as expressly set forth herein. Lessee will at all times keep the Site in good condition consistent with the condition of the Site on the Effective Date and make all repairs during the term of the Agreement necessary to maintain the Site in good condition.

11. INDEMNIFICATION. Except to the extent caused by the gross negligence or willful misconduct of Lessor, Lessee will indemnify, defend, and hold Lessor and Lessor's current and future elected officials, officers, employees, contractors, agents and volunteers (collectively, "Lessor's Agents") harmless for, from, and against any and all claims, losses, damages, and/or liabilities arising out of or related to, whether directly or indirectly, the following: (a) any negligence or misconduct of Lessee and/or Lessee's members, managers, officers, employees,

agents, contractors and volunteers (collectively, "Lessee's Agents") on or at the Property; (b) any condition of the Property (including, without limitation, any improvements constructed thereon) that is caused solely by Lessee and/or Lessee's Agents while the Property is in the possession or under the control of Lessee; and/or (c) Lessee's breach and/or failure to perform any Lessee obligation, covenant, representation, and/or warranty under this Agreement. Lessee's indemnification obligations under this Section B.11 will survive the expiration or termination of this Agreement.

12. PARTIAL TAKING. If a portion of the Property or Site is condemned and Section B.13 TOTAL

TAKING does not apply, the Agreement shall continue on the following terms:

12.1 Lessor shall be entitled to all of the proceeds of condemnation and Lessee shall have no claim against Lessor as a result of the condemnation.

12.2 Lessor shall proceed as soon as reasonably possible to make such repairs and alterations to the Property or Site as reasonably practicable to return the Property or Site to its condition existing at the time of the condemnation, but in no event shall Lessor be liable for repairs in excess of condemnation proceeds awarded to and received by Lessor. The Lessor may, but shall not be required to, perform alterations prior to the actual taking after the portion to be taken has been finally determined. Rent shall be abated to the extent the Property or Site is untenable during the period of alteration and repair.

12.3 After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Lessor to restore the balance of the Property or Site in anticipation of taking, the rent, if applicable, shall be reduced commensurately with the reduction in value of the leased Site as an economic unit on account of the partial taking. If the parties are unable to agree upon the amount of the reduction of rent, the amount shall be determined by arbitration.

12.4 If a portion of the Lessor's Property not included in the leased Site is taken and severance damages are awarded on account of the leased Site, or an award is made for detriment to the leased Site as a result of change of grade of adjacent streets or other activity by a public body not involving a physical taking of any portion of the land, this shall be regarded as a partial condemnation and the rent, if applicable, shall be reduced to the extent of diminution of value of the Site as though a portion had been physically taken.

13. TOTAL TAKING. If a condemning authority takes all of the Property or Site or a portion sufficient to render the Site reasonably unsuitable for the use which the Lessee was then making of the Site, the Agreement shall terminate as of the date the title vests in the condemning authority. Lessor shall be entitled to all of the proceeds of condemnation and the Lessee shall have no claim against Lessor as a result of the condemnation.

14. SALE IN LIEU OF CONDEMNATION - DEDICATION TO THE PUBLIC. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purpose of this Section B.14 as a taking by condemnation. Dedication to the public, sale, or transfer of all or a portion of the Property of Lessor to the State of Oregon, its political

subdivisions or United States of America, shall be treated as a Total Taking or Partial Taking, as applicable.

15. LIENS.

- 15.1 Except with respect to activities for which the Lessor is responsible, the Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the Site and shall keep the Property free from any liens.
- 15.2 Lessee may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Lessor's Property interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with Lessor cash or a sufficient corporate surety bond or other surety satisfactory to Lessor in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under a lien.
- 15.3 If Lessee fails to pay any such claims or to discharge any lien, or bond over any such lien, within thirty (30) days after written notice of such lien, Lessee shall remedy any lien. If Lessee fails to remedy any liens, Lessee will be in default and such default may be remedied or exercised in accordance to Section B.19.

16 INSURANCE.

16.1 Lessee shall keep the Site improvements and personal property of the Lessee insured at its own expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. The Lessor shall not be responsible for and shall not provide fire or extended coverage on the Site improvements or personal property of the Lessee. All insurance policies shall be written on an occurrence basis and be in effect for the term of this Agreement. Policies written on a "claims made" basis must be approved and authorized by City of Redmond Risk Management.

Claims Made Policy

(check only if applicable) ☐ Approved by the City ☐ Not Approved by the City

16.2 Liability Insurance: Lessee shall procure and during the term of the Agreement shall continue to carry and maintain commercial general liability insurance including fire, legal liability, and automobile liability insurance (if applicable) at Lessee's cost issued by a responsible company with limits of not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate for commercial general liability insurance and \$1,000,000 combined single limit for automobile liability insurance. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Agreement. Such insurance shall protect Lessee against the claims of Lessor on account of the obligations assumed by Lessee under this Agreement, and shall name, as additional insureds, Lessor and its elected officials, officers, agents, and employees. It is an affirmative obligation on the Lessee to advise the Lessor

within ten (10) business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so may be construed to be a breach of this Agreement. If the insurance is canceled or terminated prior to termination of the Agreement, Lessee shall provide a new policy with the same terms. Lessee agrees to maintain continuous, uninterrupted coverage for the duration of the Agreement.

16.2.1 Certificates evidencing such insurance and bearing endorsements requiring 30 days' written notice to Landlord prior to any change or cancellation shall be furnished to Lessor prior to Lessee's occupancy of the Site. Lessee shall maintain, on file with Lessor, a certificate of insurance certifying the coverage required as outlined. The adequacy of the insurance shall be subject to the approval of the Lessor's Risk Manager or Attorney. Failure to maintain liability insurance required by this paragraph shall be cause for immediate termination of this Agreement by Lessor.

16.3 Workers' Compensation Insurance: If Lessee is a subject employer under the Oregon Workers' Compensation law, it shall comply with ORS 656.017, by providing workers' compensation coverage for all its subject workers for the duration of this Agreement. . The employer's liability limits shall have minimum limits as provided by statute.

16.3.1 The policy coverage shall include a waiver of subrogation in City of Redmond's favor. A certificate of insurance, or copy thereof, shall be attached to this Agreement, if applicable, and shall be incorporated herein and made a term and part of this Agreement. The adequacy of the insurance shall be subject to the approval of Lessor's Risk Manager or Attorney.

16.3.2 In the event the Lessee's workers compensation insurance coverage is due to expire during the term of this Agreement, the Lessee agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Lessee agrees to provide the Lessor such further certification of workers' compensation insurance as renewals of said insurance occur.

16.4 Subrogation: Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither Party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each Party agrees to use best efforts to obtain such an agreement from its insurer, if the policy does not expressly permit a waiver of subrogation.

17. ASSIGNMENT AND SUBLEASE. Lessee will not sell, assign, mortgage, sublet, lien, convey, encumber, and/or otherwise transfer (whether directly, indirectly, voluntarily, involuntarily, or by operation of law) all or any part of Lessee's interest in this Agreement and/or in the Site (collectively, "Transfer") without Lessor's prior written consent. Notwithstanding anything to the contrary set forth in this Agreement, Lessee shall have the right to assign or transfer its interest in this Agreement to any affiliate of Lessee or subsidiary of Lessee's ultimate parent, without Lessor's consent but with written notice to Lessor. Upon any approved Transfer, (a) the terms and conditions of this Agreement will in no way be deemed to have been waived or modified, (b) consent will not be deemed consent to any further Transfer, (c) the acceptance of Rent by Lessor from any other person will not be deemed to be a waiver by Lessor of any provision of this Agreement, and (d) no Transfer relating to this Agreement, whether with or without Lessor's consent, will modify, relieve, or eliminate any liability or obligations Lessee

or any guarantor of this Agreement may have under this Agreement. Any Transfer which does not comply with this Agreement will be void and will constitute a breach of this Agreement.

18. DEFAULT. Each of the following will constitute an "Event of Default" and a breach of this Agreement:

18.1 Failure of Lessee to pay taxes or assessments as applicable, utilities or any or other charge. If Lessor is notified of any such amounts related to the Site or Lessee's operations specific to the Site, said amounts must be paid by Lessee within ten (10) business days after written notice from Lessor.

18.2 Failure of Lessee to perform or comply with any term, condition, and/or covenant or fulfill any obligation of the Agreement (other than the payment of rent or other charge, cost, and/or expense) within thirty (30) days after written notice is received by Lessee from Lessor specifying the nature of the default with reasonable particularity. If the failure is in such a nature that it cannot be completely remedied within the thirty (30) day period, the failure will not be a default if Lessee begins correction of the failure within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable, so long as a full cure of said default is made within ninety (90) days of the original written notice.

18.3 Attachment, execution, levy, and/or other seizure by legal process of any right or interest of Lessee under this Agreement if not released within thirty (30) days.

18.4 Lessee becomes insolvent within the meaning of the United States Bankruptcy Code, as amended from time to time; an assignment by Lessee for the benefit of creditors; the filing by Lessee of a voluntary petition in bankruptcy; an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; the filing of any involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Lessee to secure discharge of the attachment or release of the levy of execution within ten (10) days.

19. REMEDIES ON DEFAULT.

19.1 Upon the happening of an Event of Default, the Agreement may be terminated at the option of the Lessor or Lessee by notice in writing to Lessee or Lessor. The notice may be given at any time after any grace period for default given under Section B.19. All of Lessee's rights in relation to the Site and in all improvements on the Site will terminate as of the date of termination and/or expiration. Promptly after such notice, unless agreed upon by the Parties in writing, Lessee will surrender and vacate the Site and all improvements in broom clean and in good condition. Lessor may reenter and take possession of the Property and of all improvements and eject some or all parties in possession except any sub-lessee qualifying under any non-disturbance agreement by Lessor. Lessor and Lessee will have all rights and remedies available to Lessor and Lessee under this Agreement, at law, and in equity. Termination under this Section will not relieve Lessee from the payment of any sum then due to Lessor or from any claim for damages previously accrued or then accruing against Lessee. Termination under this Section will not relieve Lessor from the payment of any sum then due to Lessee or from any claim for damages previously accrued or then accruing against Lessor. If the Site is abandoned by Lessee in connection with a default, termination shall be automatic and without notice.

19.2 In the event Lessor terminates this Lease, the Lessor, or those having the Lessor's estate in the Property, lawfully at its option, may enter into and upon said demised Property and every part thereof, and repossess the same of Lessor's former estate, and expel said Lessee and those claiming by and through or under Lessee, and remove Lessee's effects at Lessee's expense, forcibly if necessary, and store the same, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant. If Lessor terminates the Agreement, Lessor will be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of this Agreement, and in addition to any other damages recoverable by Lessor, the reasonable costs of reentry and reletting including, without limitation, the cost of any clean-up, refurbishing, removal of Lessee's property and fixtures, and/or any other expense occasioned by Lessee's failure to quit the Property upon termination and to leave the Property in the required condition, including, without limitation, any remodeling costs, attorney fees, court costs, broker commissions, and advertising costs.

19.3 The foregoing remedies shall be in addition to, and shall not exclude, any other remedy available to Lessor under applicable law.

20. TERMINATION AND SURRENDER.

20.1 Upon expiration, abandonment, termination, revocation or cancellation of this Agreement, the Lessee shall surrender the Site to Lessor in the same condition as the Site was on the date of possession, except, that nothing in this Agreement shall be construed as to relieve Lessee of Lessee's affirmative obligation to surrender said Site in a condition which complies with all Legal Requirements. Upon Lessor's written approval, Lessee may be required to leave Site improvements authorized by any land use permit, at Lessor's sole determination. Lessee's obligation to observe and perform this covenant shall survive the expiration or the termination of the Agreement.

20.2 Termination on Default. In the event of a default, the Agreement may be terminated at the option of the non-defaulting Party by notice in writing to the other(s). The non-defaulting Party(s) shall be entitled to any remedies available to that Party under applicable law.

20.3 Termination (Convenience) of Agreement. It is the intent of the Parties hereto that the Site shall be used during said term as outlined in Section A. Notwithstanding this intent, Parties have the right to terminate this Agreement at any time upon giving the other Parties ninety (90) days written notice and in accordance with Section B.22 of this Agreement.

21. PERSONAL PROPERTY.

21.1 All personal property placed upon the leased Property during the term of this Agreement by Lessee shall remain the property of Lessee except as otherwise provided herein.

21.2 Unless agreed upon in writing by the Parties, upon abandonment, expiration, termination, revocation, or cancellation of this Agreement, Lessee shall remove from the Site all site improvements and personal property of Lessee on or prior to the date of such termination. If Lessee fails to remove all or part of such personal property on the expiration or termination of this Agreement, then all such personal property shall become the property of Lessor.

22. **NOTICES.** Any notice by Lessee to Lessor or Lessor to Lessee must be mailed first class by the United States Postal Service (USPS), postage prepaid, addressed to the other at the address given below or at such other address as either may designate by written notice. Notice shall be deemed effective three (3) calendar days following posting at a USPS location as herein described.

LESSOR:

City of Redmond
Linda Cline
411 SW 9th Street
Redmond, Oregon 97756
541.504.3046
Linda.cline@redmondoregon.gov

LESSEE:

OASIS
Eleanor Bessonette
Redmond Oasis Village Project
915 SW Rimrock Way, Suite 201-247
Redmond, Oregon 97756
(541) 604-0121

23. **NONWAIVER.** Waiver by either party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

24. **PARTNERSHIP.** Lessor is not by virtue of this Agreement a partner or joint venture with Lessee in connection with activities carried on under this Agreement, and shall have no obligation with respect to Lessee's debts or any other liabilities of each and every nature.

25. **LESSEE NOT AN AGENT OF LESSOR.** It is agreed by and between the Parties that Lessee is not carrying out a function on behalf of the Lessor, and that Lessor does not have the right of direction or control of Lessee's operation under this Agreement or to exercise any control over the activities of Lessee.

26. **LAND USE PERMIT.** This Agreement does not constitute a land use permit, nor does acceptance of this Agreement by Lessor constitute approval of any legislative or quasi-judicial action required as a condition precedent to use of the land for the intended purpose. Lessee's possession of the Property pursuant to Section B.3 for the use described in Section B.6 of this Agreement and obligations under this Agreement are contingent upon the approval of any necessary land use permits. If Lessee is unable or unwilling to meet conditions of land use permits, Lessee has the right to terminate this Agreement, with thirty (30) days written notice to Lessor.

27. **LESSOR'S RIGHT TO CURE DEFAULTS.** If Lessee fails to perform any obligations under this Agreement, Lessor shall have the option, but not the obligation, to do so after thirty (30) days' written notice to the Lessee. All of Lessor's actual and reasonable expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the rate of nine percent (9%) per annum from the date of expenditure by Lessor. In the event that Lessee, upon using Lessee's best efforts, is unable to obtain all required land use permits, Lessee may terminate this Agreement upon written notice to Lessor. Lessee shall remain liable to Lessor following termination for all unpaid lease payments, charges and damages due prior to termination and any damages, expenses, costs or losses suffered by Lessor due to Lessee's termination of this Agreement.

28. NON-DISCRIMINATION: No person shall be subject to discrimination in the receipt of any services or benefits made possible by, or resulting from this Agreement on the grounds of sex, race, color, religion, creed, marital status, age, national origin, or disability. Any violation of this provision may be considered a material breach of this Agreement and grounds for termination by Lessor.
29. LITIGATION FEES AND EXPENSES. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.
30. TIME IS OF THE ESSENCE. Time is of the essence of each and every provision of this Agreement.
31. SEVERABILITY. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be void, invalid or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be void, invalid or unenforceable.
32. AUTHORITY. Lessee covenants that it possesses the legal authority to bind its principals to the terms, provisions and obligations contained within this Agreement. If it is determined that Lessor does not have authority to enter into this Agreement, Lessor may terminate this Agreement by providing written notice to Lessee.
33. MEDIATION and ARBITRATION.
- 33.1 Mediation. Before any party to this Agreement initiates Arbitration and/or litigation in Circuit Court, the parties must first attempt non-binding mediation. The parties shall split the cost of the mediator. If the parties are unable to agree on selection of the mediator, then the Director at Central Oregon Mediation shall choose.
- 33.2 Disputes for Arbitration. If any dispute arises between the Parties and the dispute cannot be resolved, the Parties shall submit the same to binding arbitration. If the Parties are unable to agree upon an arbitrator, then either party may apply to the presiding judge of Deschutes County to appoint the required arbitrator.
- 33.3 Procedure for Arbitration. The arbitration shall proceed according to the Oregon statutes governing arbitration, and the award of the arbitrator shall have the effect therein provided. The arbitration shall take place in Deschutes County. Common costs of the arbitration shall be shared equally by the Parties, but each Party shall pay its own attorney fees incurred in connection with the arbitration.

34. ENTIRE AGREEMENT. Excepting that Memorandum of Understanding (Attached), this Agreement and attached Exhibits, if any, constitute the entire agreement between the Parties concerning the subject matter of the Agreement and supersede any and all prior or contemporaneous negotiations and/or agreements between the Parties, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be modified or amended except by a writing signed by all Parties to this Agreement.
35. LESSOR DEFAULT. No act or omission of Lessor will be considered a default under this Agreement until Lessor has received thirty (30) days' prior written notice from Lessee specifying the nature of the default with reasonable particularity. Commencing from Lessor's receipt of such default notice, Lessor will have thirty (30) days to cure or remedy the default before Lessor will be deemed in default of this Agreement; provided, however, that if the default is of such a nature that it cannot be completely remedied or cured within the twenty-day cure period, there will not be a default by Lessor under this Agreement if Lessor begins correction of the default within the thirty day cure period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practical.
36. INTERPRETATION. All pronouns contained herein, and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural, and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
37. SEVERABILITY/SURVIVAL. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination or expiration of this Agreement for any cause.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective for all purposes as of the Effective Date.

LESSOR:

DATED this ____ day of _____, 2023

City of Redmond, Oregon

Keith Witcosky, City Manager

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of City of Redmond, Oregon, an Oregon municipal corporation, on behalf of said City of Redmond, Oregon.

Notary Public for Oregon _____
My commission expires:

LESSEE:

DATED this ____ day of _____, 2023

Redmond Oasis Village Project

Eleanor Bessonette, Executive Director

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of City of Redmond, Oregon, an Oregon municipal corporation, on behalf of said City of Redmond, Oregon.

Notary Public for Oregon _____
My commission expires:

EXHIBIT B1

Site Description

EXHIBIT B1

A portion of Parcel 2 of Partition Plat 2022-17, located in the Southwest One-Quarter of the Southwest One-Quarter of Section 14, Township 15 South, Range 13 East, Willamette Meridian, City of Redmond, Deschutes County, Oregon, being more particularly described as follows:

Commencing at a brass cap at the Southwest corner of said Section 14; Thence along the West line of said Section 14 North 0°25'21" West 164.84 feet to a 5/8" iron rod with a yellow plastic cap marked "HWA" at the Southeast corner of Parcel 3 of Partition Plat 2009-21 and the West line of said Parcel 2 of Partition Plat 2022-17; Thence North 11°29'19" East 193.80 feet to the **TRUE POINT OF BEGINNING**; Thence parallel with and 40 feet Easterly of said West line of Section 14 North 0°25'21" West 530.53 feet; Thence North 90°00'00" East 713.35 feet; Thence South 0°25'21" East 630.45 feet; Thence North 90°00'00" West 217.53 feet; Thence North 40°12'03" West 134.75 feet; Thence South 89°34'49" West 409.60 feet to the **TRUE POINT OF BEGINNING**.

The Basis of Bearings is North 0°25'21" West along the West line of Section 14.

The above described land contains 9.27 acres, more or less.



EXHIBIT B2

Site Depiction

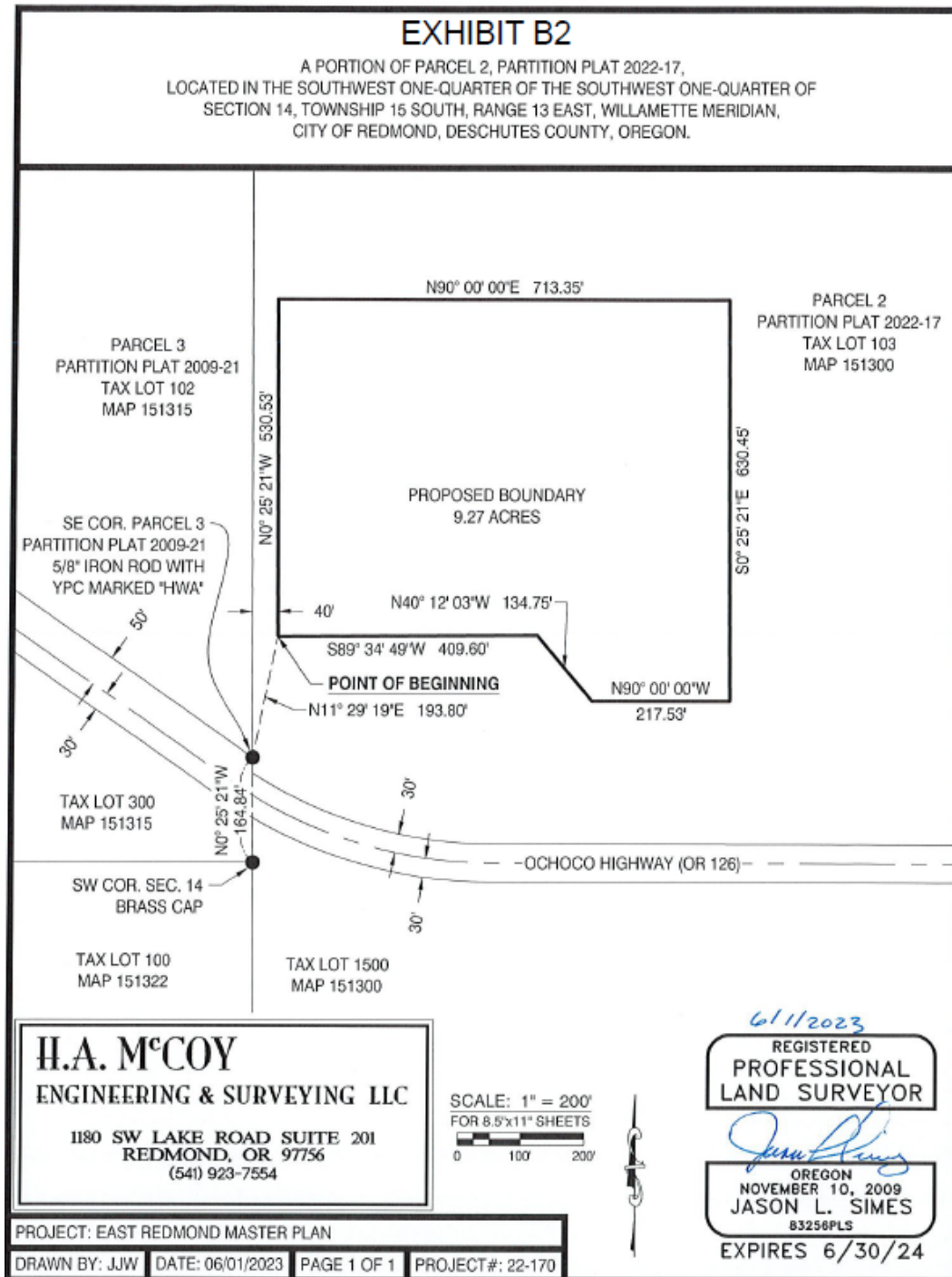


EXHIBIT C1

Site Description

EXHIBIT C1

A portion of Parcel 2 of Partition Plat 2022-17, located in the Southwest One-Quarter of the Southwest One-Quarter of Section 14, Township 15 South, Range 13 East, Willamette Meridian, City of Redmond, Deschutes County, Oregon, being more particularly described as follows:

Commencing at a brass cap at the Southwest corner of said Section 14; Thence along the West line of said Section 14 North $0^{\circ}25'21''$ West 164.84 feet to a $\frac{5}{8}$ " iron rod with a yellow plastic cap marked "HWA" at the Southeast corner of Parcel 3 of Partition Plat 2009-21 and the West line of said Parcel 2 of Partition Plat 2022-17; Thence South $87^{\circ}18'26''$ East 40.06 feet to the **TRUE POINT OF BEGINNING**; Thence parallel with and 40 feet Easterly of said West line of Section 14 North $0^{\circ}25'21''$ West 191.81 feet; Thence North $89^{\circ}34'49''$ East 409.60 feet; Thence South $40^{\circ}12'03''$ East 311.33 feet; Thence South $0^{\circ}01'53''$ West 50.32 feet; Thence parallel with and 40 feet Northerly of the North right of way line of the Ochoco Highway the following courses: North $89^{\circ}58'07''$ West 272.77 feet; On a curve to the right with a radius of 655.00 feet, a length of 353.25 feet, a central angle of $30^{\circ}54'02''$, and a chord that bears North $74^{\circ}31'07''$ West 348.99 feet to the **TRUE POINT OF BEGINNING**.

The Basis of Bearings is North $0^{\circ}25'21''$ West along the West line of Section 14.

The above described land contains 3.23 acres, more or less.

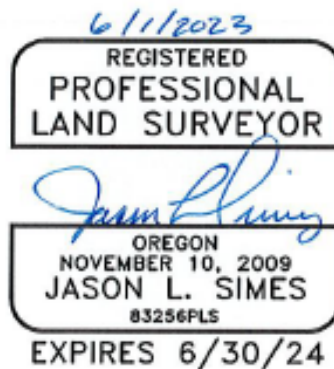
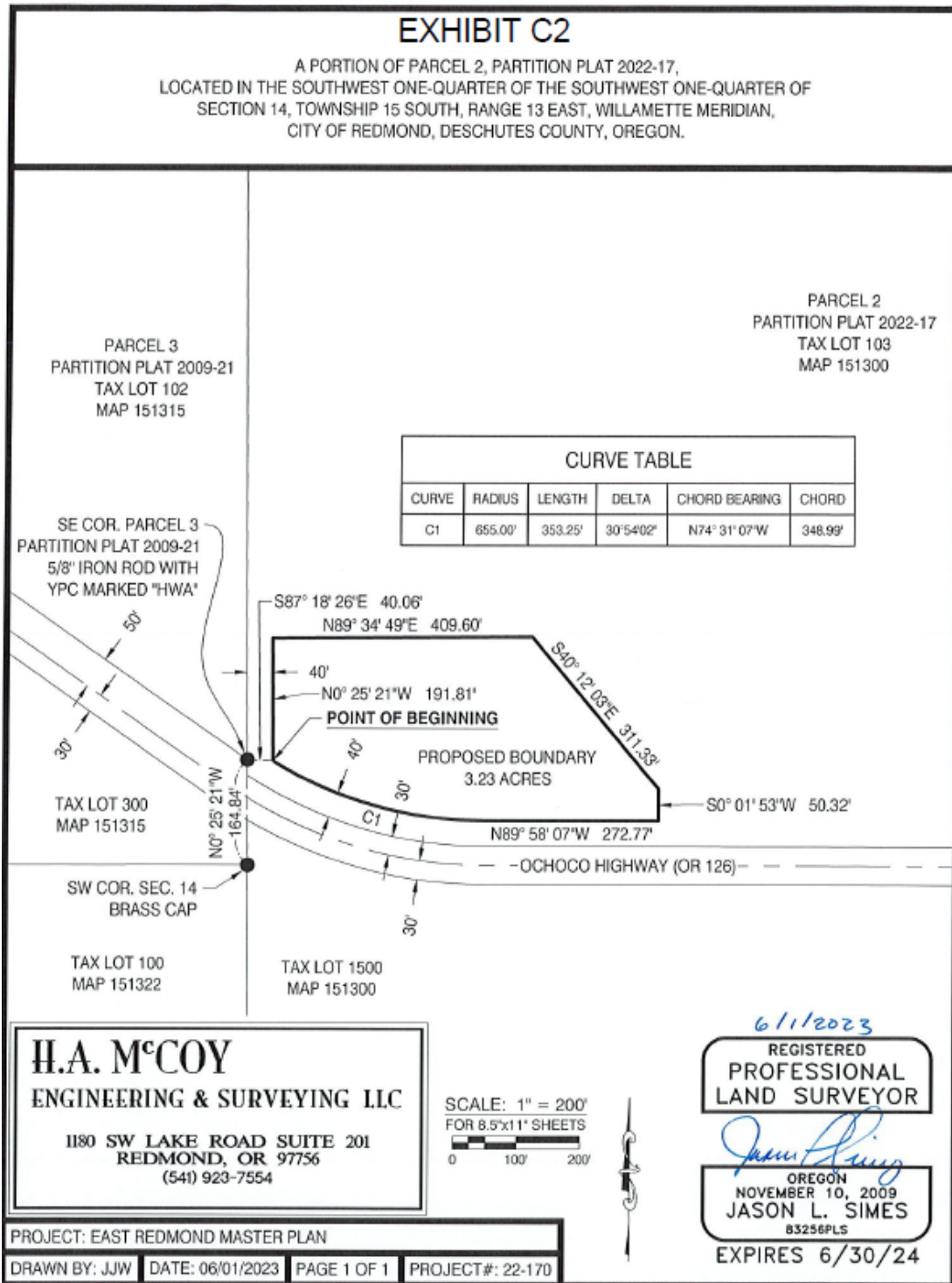


EXHIBIT C2

Site Depiction





CITY OF REDMOND

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

STAFF REPORT

DATE: November 14, 2023
TO: City Council
THROUGH:
FROM: Keith Witcosky, City Manager
SUBJECT: Collaboration Agreement on Housing and Homelessness with the Office of Governor Tina Kotek, Deschutes County and the Cities of Bend and Redmond

Report in Brief:

This item requests the City Council formally enter into a collaborative effort with the Governor's Office, Deschutes County and the City of Bend to address housing and homelessness.

Background:

The genesis for this public commitment to address different facets of homelessness occurred when Governor Kotek visited Central Oregon in summer 2023 and met with elected officials from the participating governments.

The underlying emphasis of this agreement is to use the collective synergy of state, regional and local leaders to find opportunities for managed camps (with supportive services), safe parking sites and similar models to increase the number of locations/sites to help those experiencing homelessness.

In general, cities agree to assist with infrastructure and capital, counties with public health and the Governor's Office and the state with leadership and the pursuit of funding through the Oregon Legislature.

This Collaborative Agreement represents a commitment to one another to bring our best thinking, a team-oriented approach to delivering results, and an urgency to our housing and homelessness crisis.

Discussion:

In the area of homelessness, Bend and Redmond will be a partner to the State and Deschutes County for investments in infrastructure and one-time capital funding to assist with the development and buildout of safe park sites and alternative outdoor shelter facilities, particularly on publicly controlled land (including partnerships with federal agencies such as Bureau of Land Management and the Forest Service). Both cities will also continue to promote an increase in affordable housing through their core services of land use and infrastructure and other related programming efforts.

By entering into the agreement, each body demonstrates their support for these priorities, their individual roles, and the need for ongoing coordination and collaboration to meet the needs of our communities.

Fiscal Impact:

There is no financial commitment associated with the agreement. It is also not a legally binding agreement. It is done in the spirit of partnership.

Alternative Courses of Action:

1. Approve entering into the Collaborative Agreement.
2. Do not approve the agreement.
3. Take no action and request more information

Recommendation / Suggested Motion:

"I move to approve entering into the Housing and Homelessness Collaborative Agreement."



Homelessness Collaboration Agreement

We all have a mutual goal of working together to reduce the occurrences of homelessness and provide a path toward housing affordability and stability. Making progress in this goal will not only benefit the individuals and families experiencing homelessness but also the broader community. Central Oregon has a large number of people experiencing homelessness who live outside. For a variety of reasons, many of these people will not or cannot enter the indoor shelter system.

Central Oregon has a need for non-traditional shelter options to address the crisis of unsheltered homelessness.

It is incumbent upon the Governor's Office, Deschutes County and the Cities of Bend and Redmond to collaborate, communicate, and understand the expectation of each other's roles and responsibilities. In light of these goals and objectives, these four agencies agree to the following:

Governor Kotek's office:

- As the primary leader in steering policy and state departments, the Governor's Office will assist with identifying state-owned land for safe park sites and alternative outdoor shelter facilities - removing barriers when appropriate; prioritizing requests for current or future state resources; as well as providing regional and state leadership when necessary.

Deschutes County:

- The County supports the development of authorized camping spaces, including safe parking and managed outdoor shelter facilities. The County will take the lead to contract with a service provider(s) to establish and operate a managed outdoor shelter facility/facilities. The managed outdoor shelter facility will operate using best practices, including supported services. County investments will be based on available County funds. Contracts to operate facilities may be of limited duration due to lack of sustainable funding.

The Cities of Bend and Redmond:

- At the local level, cities are responsible for basic services such as public safety, infrastructure and land use. In the area of homelessness, Bend and Redmond will be a partner to the State and Deschutes County for investments in infrastructure and one-time capital funding to assist with the development and buildout of safe park sites and alternative outdoor shelter facilities, particularly on publicly controlled land (including partnerships with federal agencies such as BLM and the Forest Service). Both cities will also continue to promote an increase in affordable housing through their core services of land use and infrastructure and other related programming efforts.

This Collaborative Agreement represents our commitment to one another to bring our best thinking, a team-oriented approach to delivering results, and an urgency to our housing and homelessness crisis. By signing this Agreement, we each demonstrate our support for these priorities, our individual roles, and the need for ongoing coordination and collaboration to meet the needs of our communities.

Tina Kotek
Governor
State of Oregon

Patti Adair
Vice Chair
Deschutes County Board

Melanie Kebler
Mayor
Bend, Oregon

Ed Fitch
Mayor
Redmond, Oregon



CITY OF REDMOND

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

STAFF REPORT

DATE: November 14, 2023
TO: City Council
THROUGH: Keith Witcosky, City Manager
FROM: Jason Neff, Deputy City Manager/Chief Financial Officer
SUBJECT: Resolution #2023-23 - A resolution of the City of Redmond to make Budget Adjustments. (Fiscal Year 2023-2024 to Transportation and Capital Projects Funds: \$1.2 million)

Report in Brief:

The action requests the City Council authorize budget adjustments totaling \$1.2 million to two funds due to unplanned expenditures in the Fiscal Year (FY) 2023-2024 Budget.

Background:

Supplemental budgets are permitted under Oregon Revised Statutes 294.471 (ORS). Per the ORS, a notice of a supplemental budget hearing was published greater than or equal to five days in advance of this City Council meeting. Also, ORS 294.338 provides for certain exceptions to Local Budget Law which do not require a supplemental budget and budget adjustments can be authorized by resolution of the governing body which includes the expenditure of specific purpose grants (i.e. for the Northpoint Mixed-Income Neighborhood Project).

Discussion:

The resolution includes budget adjustments for the following transactions:

Street Infrastructure Maintenance / Surface Seals:

On April 11, 2023, the Council awarded three contracts for pavement maintenance totaling \$1.3 million. The contracts were with Central Oregon Asphalt Sealing, VSS International, and High Desert Aggregate. Although this work was budgeted and planned for in FY 2022-2023, a substantial amount of the work will occur in FY 2023-2024. As a result, \$798,000 needs to be added to the FY 2023-2024 Budget which can be covered by a higher Beginning Fund Balance and the recognition/use of State Transportation Block Grant (STBG) Funds because of the work not occurring in FY 2022-2023.

Transportation Fund (Infrastructure Maintenance Sub-Fund)

	Resources	Expenditures
Beginning Fund Balance	\$ 339,000	
STBG Funds	\$ 459,000	
Transportation Organizational Unit (OU)		\$ 798,000
Total Change	\$ 798,000	\$ 798,000

Northpoint Mixed-Income Neighborhood Master Infrastructure Plan:

On November 7, 2023, Council authorized a \$400,000 contract to develop a master infrastructure plan for the Northpoint Mixed-Income Neighborhood. This planning effort will be covered by State Lottery grant funding.

Capital Projects Fund (Other Projects Sub-Fund)

	Resources	Expenditures
State Grants	\$ 400,000	
Capital Outlay		\$ 400,000
Total Change	\$ 400,000	\$ 400,000

Fiscal Impact:

Detailed above.

Alternative Courses of Action:

1. Adopt Resolution #2023-23.
2. Do not adopt Resolution #2023-23.
3. Request more information.

Recommendation / Suggested Motion:

"I move to adopt Resolution #2023-23 adjusting the City's Fiscal Year 2023-2024 Budget."

**CITY OF REDMOND
RESOLUTION NO. 2023-23**

A RESOLUTION OF THE CITY OF REDMOND TO MAKE BUDGET ADJUSTMENTS.

WHEREAS, the City of Redmond will have unexpected and unbudgeted resources and expenditures for Fiscal Year (FY) 2023/24; and

WHEREAS, Supplemental budgets are permitted under Oregon Revised Statute 294.471; and

WHEREAS, Oregon Revised Statute 294.338 provides for certain exceptions to Local Budget Law which do not require a supplemental budget and budget adjustments can be authorized by resolution of the governing body which includes the expenditure of specific purpose grants.

NOW, THEREFORE, be it resolved by the City Council for the City of Redmond as follows:

SECTION ONE: The City of Redmond City Council hereby adopts the following Budget Adjustments for FY 2023/24, in the following funds with the following changes, now on file at City Hall.

SECTION TWO: The amounts for the FY beginning July 1, 2023, are hereby adjusted as follows:

TRANSPORTATION FUND	Resources	Expenditures
Beginning Fund Balance	\$ 339,000	
STBG Funds	\$ 459,000	
Transportation Organization Unit (OU)		\$ 798,000
Change to Transportation Fund		\$ 798,000
Change to Transportation Fund – Total Appropriations		\$ 798,000
 CAPITAL PROJECTS FUND	 Resources	 Expenditures
State Grants	\$ 400,000	
Capital Outlay		\$ 400,000
Change to Capital Projects Fund		\$ 400,000
Change to Capital Projects Fund – Total Appropriations		\$ 400,000

SECTION THREE: This resolution shall be effective this 14th day of November 2023.

ADOPTED by the City Council and **SIGNED** by the Mayor this 14th day of November 2023.

Ed Fitch, Mayor

ATTEST:

Kelly Morse, City Recorder