



**CITY COUNCIL**  
December 17, 2024  
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*

**DECEMBER 17, 2024**

**SPECIAL MEETING AGENDA**

**6:00 PM**

**I. CALL TO ORDER / ESTABLISH A QUORUM**

**II. PROCLAMATIONS**

- A. Homeless Persons' Memorial Day Proclamation
- B. Declaring Results of the November 5, 2024, General Election

**III. CONTRACT REVIEW BOARD**

- A. Financial Software: Springbrook Cirrus Cloud 5-year Contract and Sole Source Determination: \$387,262
- B. Services Contract with Advanced Systems Portable Restrooms for Portable Restrooms Rentals and Maintenance for \$250,000.

**IV. ACTION ITEMS**

- A. Resolution #2024-31 - A resolution of the City of Redmond to make Budget Adjustments. (Fiscal Year 2024/2025 - General Fund: \$250,000)
- B. Ordinance #2024-17: An ordinance amending the Redmond City Code Chapter 2, expanding the membership of the Tourism and Lodging Advisory Committee from seven members to eight members.
- C. Tourism and Lodging Committee - Appointment of Tobias Colvin, term expiring December 31, 2028.

**V. ADJOURN**

Regular Council meetings are broadcast live on COTV11 – BendBroadband Channel 11 beginning at 6:00 p.m. on the 2<sup>nd</sup> and 4<sup>th</sup> 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](mailto: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

# City of Redmond PROCLAMATION

**A proclamation designating December 21, 2024, as**

## **HOMELESS PERSONS' MEMORIAL DAY**

**WHEREAS**, the winter poses extreme hardship for unsheltered and inadequately housed low-income individuals, adults and children in the state of Oregon; and

**WHEREAS**, the spirit of the holiday season of giving provides an opportunity for affirmation and renewal regarding our commitment to end homelessness; and

**WHEREAS**, December 21<sup>st</sup> has been designated National Homeless Persons' Memorial Day by the National Coalition for the Homeless and the National Health Care for The Homeless Council and is so recognized by cities nationwide; and

**WHEREAS**, Central Oregon helps homeless people survive, find housing and rebuild their lives, organizes the Central Oregon Homeless Memorial each year to honor and remember those who have died homeless in Central Oregon; and helps prevent future homeless deaths by raising awareness about fundamental solutions to homelessness; and

**WHEREAS**, in this season of generosity and sharing, citizens of Central Oregon are encouraged to commit themselves to promoting compassion and concern for all brothers and sisters...especially those who are poor and homeless; and

**WHEREAS**, in remembering those who have died on the streets, the cause of ending homelessness is kept urgent as is the city's collective commitment in preventing such deaths in the future.

**NOW, THEREFORE BE IT RESOLVED THAT** the City Council of the City of Redmond, Oregon hereby proclaims December 21, 2024, as **HOMELESS PERSONS' MEMORIAL DAY** in the City of Redmond and ask all citizens to take a moment of silence in remembering those who have died homeless and encourage our citizens to support all local efforts to eliminate homelessness in our communities. .

**APPROVED** by the City Council and **SIGNED** by the Mayor this 17<sup>th</sup> day of December 2024.

The City of Redmond, Oregon

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Cat Zwicker, Council President

ATTEST:

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Kayla Duddy, Deputy City Recorder



## CITY OF REDMOND

**CITY HALL**  
411 SW 9<sup>th</sup> STREET  
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# STAFF REPORT

**DATE:** December 17, 2024  
**TO:** Redmond City Council  
**THROUGH:** Keith Witcosky, City Manager  
**FROM:** Kelly Morse, City Recorder  
**SUBJECT:** Declaring Results of the November 5, 2024, General Election

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### Report in Brief:

Per Oregon Revised Statute (ORS) Chapter 254 - Conduct of Elections requires the City Elections Official to determine election results based on the Abstract of Votes received from the Deschutes County Clerk. The votes have been canvassed and a proclamation has been prepared declaring the results.

### Background:

At the General Election held on November 5, 2024, qualified voters of the City of Redmond considered candidates for the position of Mayor and City Council, Ballot Measure 9-177 modifying the City Code to allow retail marijuana dispensaries within the City, Ballot Measure 9-178 imposing a three percent tax on the sale of marijuana items by a marijuana retailer within the City, and Ballot Measure 9-179 enacting a two-year moratorium on psilocybin service centers.

A canvass of votes has determined that Ed Fitch has been elected to the position of Mayor and Shannon Wedding, Jay Patrick, and Clifford Evelyn have been elected to the position of City Councilor.

In addition, Ballot Measures 9-177, 9-178, and 9-154 were approved by voters.

### Discussion:

N/A

### Fiscal Impact:

N/A

### Alternative Courses of Action:

N/A

### Recommendation / Suggested Motion:

"I move to accept the proclamation declaring the results of the November 5, 2024, General Election."

# City of Redmond PROCLAMATION

## A PROCLAMATION OF THE CITY OF REDMOND DECLARING THE RESULTS OF THE NOVEMBER 5, 2024, GENERAL ELECTION.

**WHEREAS**, a General Election was held on the 5<sup>th</sup> day of November 2024, in the City of Redmond, Deschutes County, Oregon; and

**WHEREAS**, eligible voters of the City of Redmond considered the election of City Officers; and

**WHEREAS**, eligible voters of the City of Redmond considered Ballot Measure 9-177 asking the question of modifying the City Code to allow retail marijuana dispensaries within the City; and

**WHEREAS**, eligible voters of the City of Redmond considered Ballot Measure 9-178 asking the question of imposing a three percent tax on the sale of marijuana items by a marijuana retailer within the City; and

**WHEREAS**, eligible voters of the City of Redmond considered Ballot Measure 9-179 asking the question of declaring a temporary ban on psilocybin service centers within the City; and

**WHEREAS**, the Abstract of Votes (Exhibits A-D), prepared and certified by Steve Dennison, County Clerk for the County of Deschutes, Oregon, has been filed in the office of the City of Redmond's Chief Elections Official; and

**WHEREAS**, the City of Redmond's Chief Elections Official, being the proper official to do so, has canvassed the votes for said election and finds that they are as follows:

### MAYOR

|                          |               |
|--------------------------|---------------|
| Ed Fitch                 | 10,047        |
| Cat Zwicker              | 6,395         |
| Charles Baer             | 965           |
| Write-Ins                | 81            |
| <b>Total Votes Cast:</b> | <b>17,488</b> |

### COUNCIL

|                          |               |
|--------------------------|---------------|
| Shannon Wedding          | 10,069        |
| Jay Patrick              | 8,920         |
| Clifford Evelyn          | 8,430         |
| Tobias Colvin            | 8,167         |
| Alan Lawyer              | 6,771         |
| Write-Ins                | 226           |
| Write-Ins                | 60            |
| Write-Ins                | 30            |
| <b>Total Votes Cast:</b> | <b>42,673</b> |

### **BALLOT MEASURE 9-177**

|                          |               |
|--------------------------|---------------|
| Yes                      | 9,950         |
| No                       | 8,635         |
| <b>Total Votes Cast:</b> | <b>18,585</b> |

### **BALLOT MEASURE 9-178**

|                          |               |
|--------------------------|---------------|
| Yes                      | 12,808        |
| No                       | 5,381         |
| <b>Total Votes Cast:</b> | <b>18,189</b> |

### **BALLOT MEASURE 9-179**

|                          |               |
|--------------------------|---------------|
| Yes                      | 9,820         |
| No                       | 7,966         |
| <b>Total Votes Cast:</b> | <b>17,786</b> |

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

**SECTION ONE:** I, Ed Fitch, Mayor of the City of Redmond, do hereby proclaim and declare that pursuant to the foregoing election results it is hereby found, determined, and declared that the following are the official results of the General Election held on November 5, 2024:

**ED FITCH** was duly elected **MAYOR** for a two-year term beginning January 1, 2025, and ending December 31, 2026.

**SHANNON WEDDING** was duly elected **COUNCILOR** for a four-year term beginning January 1, 2025, and ending December 31, 2028.

**JAY PATRICK** was duly elected **COUNCILOR** for a four-year term beginning January 1, 2025, and ending December 31, 2028.

**CLIFFORD EVELYN** was duly elected **COUNCILOR** for a four-year term beginning January 1, 2025, and ending December 31, 2028.

**MEASURE 9-177**, which posed the question to voters, "Shall the City of Redmond MODIFY City Code to allow marijuana dispensaries in the City?", is declared to have passed.

**MEASURE 9-178**, which posed the question to voters, "Shall Redmond impose a three percent tax on the sale of marijuana items by marijuana retails within City limits?", is declared to have passed.

**MEASURE 9-179**, which posed the question to voters, "Shall the City of Redmond enact the two-year moratorium on psilocybin service centers within the City of Redmond?", is declared to have passed.

**SECTION TWO:** The City of Redmond's Chief Elections Official is hereby ordered and directed to issue Certificates of Election to the persons declared in Section One above within thirty (30) days after passage of this Proclamation.

**APPROVED** by the City Council and **SIGNED** by the Mayor this 17<sup>th</sup> day of December 2024.

The City of Redmond, Oregon

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Cat Zwicker, Council President

ATTEST:

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Kayla Duddy, Deputy City Recorder

Official Final Results  
Statement of Ballots Cast

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Deschutes County, November 5, 2024 General Election

All Precincts, All Districts, All Counter Groups, All ScanStations, City of Redmond, City Council, City of  
Redmond, Mayor, All Boxes

Total Ballots Cast: 19322, Registered Voters: 162718, Overall Turnout: 11.87%

4 precincts reported out of 4 total

**City of Redmond, Mayor (Vote for 1)**

4 precincts reported out of 4 total

| Precinct    | Ballots<br>Cast | Reg.<br>Voters | Total<br>Votes | Charles Baer |       | Ed Fitch |        | Cat Zwicker |        | Write-in |       |
|-------------|-----------------|----------------|----------------|--------------|-------|----------|--------|-------------|--------|----------|-------|
| Precinct 17 | 5983            | 8479           | 5357           | 323          | 6.03% | 3054     | 57.01% | 1952        | 36.44% | 28       | 0.52% |
| Precinct 28 | 3093            | 4182           | 2812           | 126          | 4.48% | 1687     | 59.99% | 987         | 35.10% | 12       | 0.43% |
| Precinct 29 | 4765            | 6422           | 4348           | 237          | 5.45% | 2467     | 56.74% | 1624        | 37.35% | 20       | 0.46% |
| Precinct 36 | 5481            | 7490           | 4971           | 279          | 5.61% | 2839     | 57.11% | 1832        | 36.85% | 21       | 0.42% |
| Total       | 19322           | 26573          | 17488          | 965          | 5.52% | 10047    | 57.45% | 6395        | 36.57% | 81       | 0.46% |

Official Final Results  
Statement of Ballots Cast

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Deschutes County, November 5, 2024 General Election

All Precincts, All Districts, All Counter Groups, All ScanStations, City of Redmond, City Council, City of  
Redmond, Mayor, All Boxes

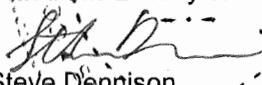
Total Ballots Cast: 19322, Registered Voters: 162718, Overall Turnout: 11.87%  
4 precincts reported out of 4 total

**City of Redmond, Mayor (Vote for 1)**  
**4 precincts reported out of 4 total**

| Precinct    | Ballots<br>Cast | Reg.<br>Voters | Total<br>Votes | Over<br>Votes | Under<br>Votes |
|-------------|-----------------|----------------|----------------|---------------|----------------|
| Precinct 17 | 5983            | 8479           | 5357           | 2             | 624            |
| Precinct 28 | 3093            | 4182           | 2812           | 0             | 281            |
| Precinct 29 | 4765            | 6422           | 4348           | 0             | 417            |
| Precinct 36 | 5481            | 7490           | 4971           | 1             | 509            |
| Total       | 19322           | 26573          | 17488          | 3             | 1831           |

I, Steve Dennison, Deschutes County Clerk, do hereby  
certify that the votes recorded on this report correctly  
summarize the tally of votes cast at the November 5, 2024  
General Election.

Dated this 2<sup>nd</sup> day of December, 2024.

  
Steve Dennison  
Deschutes County Clerk

Official Final Results  
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Deschutes County, November 5, 2024 General Election

All Precincts, All Districts, All Counter Groups, All ScanStations, City of Redmond, City Council, City of  
Redmond, Mayor, All Boxes

Total Ballots Cast: 19322, Registered Voters: 162718, Overall Turnout: 11.87%  
4 precincts reported out of 4 total

**City of Redmond, City Council (Vote for 3)**

**4 precincts reported out of 4 total**

| Precinct    | Ballots<br>Cast | Reg.<br>Voters | Total<br>Votes | Shannon<br>Wedding | Clifford B Evelyn | Jay Patrick | Alan Lawyer |
|-------------|-----------------|----------------|----------------|--------------------|-------------------|-------------|-------------|
| Precinct 17 | 5983            | 8479           | 13018          | 3084 23.69%        | 2588 19.88%       | 2780 21.36% | 1982 15.23% |
| Precinct 28 | 3093            | 4182           | 6840           | 1612 23.57%        | 1360 19.88%       | 1406 20.56% | 1080 15.79% |
| Precinct 29 | 4765            | 6422           | 10599          | 2451 23.12%        | 2035 19.20%       | 2263 21.35% | 1786 16.85% |
| Precinct 36 | 5481            | 7490           | 12216          | 2922 23.92%        | 2447 20.03%       | 2471 20.23% | 1923 15.74% |
| Total       | 19322           | 26573          | 42673          | 10069 23.60%       | 8430 19.75%       | 8920 20.90% | 6771 15.87% |

Official Final Results  
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Deschutes County, November 5, 2024 General Election

All Precincts, All Districts, All Counter Groups, All ScanStations, City of Redmond, City Council, City of  
Redmond, Mayor, All Boxes

Total Ballots Cast: 19322, Registered Voters: 162718, Overall Turnout: 11.87%  
4 precincts reported out of 4 total

**City of Redmond, City Council (Vote for 3)**

4 precincts reported out of 4 total

| Precinct    | Ballots<br>Cast | Reg.<br>Voters | Total<br>Votes | Tobias Colvin |        | Write-in |       | Write-in |       | Write-in |       |
|-------------|-----------------|----------------|----------------|---------------|--------|----------|-------|----------|-------|----------|-------|
| Precinct 17 | 5983            | 8479           | 13018          | 2474          | 19.00% | 76       | 0.58% | 23       | 0.18% | 11       | 0.08% |
| Precinct 28 | 3093            | 4182           | 6840           | 1325          | 19.37% | 41       | 0.60% | 11       | 0.16% | 5        | 0.07% |
| Precinct 29 | 4765            | 6422           | 10599          | 1987          | 18.75% | 54       | 0.51% | 16       | 0.15% | 7        | 0.07% |
| Precinct 36 | 5481            | 7490           | 12216          | 2381          | 19.49% | 55       | 0.45% | 10       | 0.08% | 7        | 0.06% |
| Total       | 19322           | 26573          | 42673          | 8167          | 19.14% | 226      | 0.53% | 60       | 0.14% | 30       | 0.07% |

Official Final Results  
Statement of Ballots Cast

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Deschutes County, November 5, 2024 General Election

All Precincts, All Districts, All Counter Groups, All ScanStations, City of Redmond, City Council, City of  
Redmond, Mayor, All Boxes

Total Ballots Cast: 19322, Registered Voters: 162718, Overall Turnout: 11.87%  
4 precincts reported out of 4 total

**City of Redmond, City Council (Vote for 3)**

4 precincts reported out of 4 total

| Precinct    | Ballots<br>Cast | Reg.<br>Voters | Total<br>Votes | Over<br>Votes | Under<br>Votes |
|-------------|-----------------|----------------|----------------|---------------|----------------|
| Precinct 17 | 5983            | 8479           | 13018          | 12            | 4919           |
| Precinct 28 | 3093            | 4182           | 6840           | 15            | 2424           |
| Precinct 29 | 4765            | 6422           | 10599          | 3             | 3693           |
| Precinct 36 | 5481            | 7490           | 12216          | 27            | 4200           |
| Total       | 19322           | 26573          | 42673          | 57            | 15236          |

I, Steve Dennison, Deschutes County Clerk, do hereby  
certify that the votes recorded on this report correctly  
summarize the tally of votes cast at the November 5, 2024  
General Election.

Dated this 2<sup>nd</sup> day of December, 2024.

  
Steve Dennison  
Deschutes County Clerk

Official Final Results  
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Deschutes County, November 5, 2024 General Election

All Precincts, All Districts, All Counter Groups, All ScanStations, 9-177, City of Redmond, 9-178, City of Redmond, 9-179, City of Redmond, All Boxes

Total Ballots Cast: 19322, Registered Voters: 162718, Overall Turnout: 11.87%

4 precincts reported out of 4 total

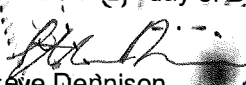
**9-177, City of Redmond (Vote for 1)**

4 precincts reported out of 4 total

| Precinct    | Ballots<br>Cast | Reg.<br>Voters | Total<br>Votes | Yes  |        | No   |        | Over<br>Votes | Under<br>Votes |
|-------------|-----------------|----------------|----------------|------|--------|------|--------|---------------|----------------|
| Precinct 17 | 5983            | 8479           | 5712           | 3115 | 54.53% | 2597 | 45.47% | 0             | 271            |
| Precinct 28 | 3093            | 4182           | 2959           | 1508 | 50.96% | 1451 | 49.04% | 0             | 134            |
| Precinct 29 | 4765            | 6422           | 4607           | 2357 | 51.16% | 2250 | 48.84% | 0             | 158            |
| Precinct 36 | 5481            | 7490           | 5307           | 2970 | 55.96% | 2337 | 44.04% | 0             | 174            |
| Total       | 19322           | 26573          | 18585          | 9950 | 53.54% | 8635 | 46.46% | 0             | 737            |

I, Steve Dennison, Deschutes County Clerk, do hereby certify that the votes recorded on this report correctly summarize the tally of votes cast at the November 5, 2024 General Election.

Dated this 2<sup>nd</sup> day of December, 2024.

  
Steve Dennison  
Deschutes County Clerk

Official Final Results  
Statement of Ballots Cast

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Deschutes County, November 5, 2024 General Election

All Precincts, All Districts, All Counter Groups, All ScanStations, 9-177, City of Redmond, 9-178, City of Redmond, 9-179, City of Redmond, All Boxes

Total Ballots Cast: 19322, Registered Voters: 162718, Overall Turnout: 11.87%

4 precincts reported out of 4 total

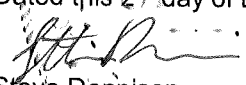
**9-178, City of Redmond (Vote for 1)**

4 precincts reported out of 4 total

| Precinct    | Ballots<br>Cast | Reg.<br>Voters | Total<br>Votes | Yes   |        | No   |        | Over<br>Votes | Under<br>Votes |
|-------------|-----------------|----------------|----------------|-------|--------|------|--------|---------------|----------------|
| Precinct 17 | 5983            | 8479           | 5590           | 3912  | 69.98% | 1678 | 30.02% | 0             | 393            |
| Precinct 28 | 3093            | 4182           | 2899           | 2047  | 70.61% | 852  | 29.39% | 0             | 194            |
| Precinct 29 | 4765            | 6422           | 4505           | 3186  | 70.72% | 1319 | 29.28% | 0             | 260            |
| Precinct 36 | 5481            | 7490           | 5195           | 3663  | 70.51% | 1532 | 29.49% | 1             | 285            |
| Total       | 19322           | 26573          | 18189          | 12808 | 70.42% | 5381 | 29.58% | 1             | 1132           |

I, Steve Dennison, Deschutes County Clerk, do hereby certify that the votes recorded on this report correctly summarize the tally of votes cast at the November 5, 2024 General Election.

Dated this 2<sup>nd</sup> day of December, 2024.

  
Steve Dennison  
Deschutes County Clerk

Official Final Results  
Statement of Ballots Cast

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Deschutes County, November 5, 2024 General Election

All Precincts, All Districts, All Counter Groups, All ScanStations, 9-177, City of Redmond, 9-178, City of Redmond, 9-179, City of Redmond, All Boxes

Total Ballots Cast: 19322, Registered Voters: 162718, Overall Turnout: 11.87%  
4 precincts reported out of 4 total

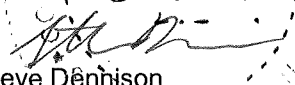
**9-179, City of Redmond (Vote for 1)**

4 precincts reported out of 4 total

| Precinct    | Ballots<br>Cast | Reg.<br>Voters | Total<br>Votes | Yes  |        | No   |        | Over<br>Votes | Under<br>Votes |
|-------------|-----------------|----------------|----------------|------|--------|------|--------|---------------|----------------|
| Precinct 17 | 5983            | 8479           | 5441           | 2979 | 54.75% | 2462 | 45.25% | 0             | 542            |
| Precinct 28 | 3093            | 4182           | 2847           | 1604 | 56.34% | 1243 | 43.66% | 1             | 245            |
| Precinct 29 | 4765            | 6422           | 4424           | 2525 | 57.08% | 1899 | 42.92% | 0             | 341            |
| Precinct 36 | 5481            | 7490           | 5074           | 2712 | 53.45% | 2362 | 46.55% | 2             | 405            |
| Total       | 19322           | 26573          | 17786          | 9820 | 55.21% | 7966 | 44.79% | 3             | 1533           |

I, Steve Dennison, Deschutes County Clerk, do hereby certify that the votes recorded on this report correctly summarize the tally of votes cast at the November 5, 2024 General Election.

Dated this 2<sup>nd</sup> day of December, 2024.

  
Steve Dennison  
Deschutes County Clerk



## CITY OF REDMOND

**CITY HALL**  
411 SW 9<sup>th</sup> STREET  
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[redmondoregon.gov](http://redmondoregon.gov)

# STAFF REPORT

**DATE:** December 17, 2024  
**TO:** City Council  
**THROUGH:** Keith Witcosky, City Manager  
Jason Neff, Deputy City Manager/Chief Financial Officer  
**FROM:** James Wood, Finance Director  
**SUBJECT:** Financial Software: Springbrook Cirrus Cloud 5-year Contract and Sole Source Determination: \$387,262

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### Report in Brief:

This item requests City Council approve a sole source determination and contract for Springbrook Cirrus Cloud - Implementation and five-year software-as-a-service (SaaS) agreement for up to \$387,262. Springbrook is the City's primary financial software.

### Background:

Since 2011, Springbrook Holding Company LLC, has been providing Enterprise Resource Planning (ERP) software to the City of Redmond through its on-premises solution.

The software is used by the City for the following financial functions: Budgeting, General Ledger, Payroll, Accounts Payable, Purchase Orders, Cash Receipting, Accounts Receivable, Fixed Assets, Project Management, and Human Resources.

The software is the financial backbone of the City, on which all financial decision-making occurs. The current cost for the software is approximately \$34k/year with an additional estimated cost of \$6k/year in IT infrastructure costs (licensing/hardware/software), or \$40k/year in total.

### Discussion:

Over the last few years, Springbrook has been primarily investing in its Cloud environment (Software-as-a-Solution (SaaS)), while beginning its deprecation of its on-premises solutions. This shift of financial investment toward the SaaS environment by Springbrook, has left the City of Redmond with a pending strategic decision around its ERP software.

The staff explored whether the City should consider an alternate ERP solution providers. Initial research of similarly-sized entities revealed that agencies can pay anywhere from \$100k to \$200k/year in annual subscription costs. Additional implementation costs ranged from \$1M to \$2M (not including new staff hired to manage the advanced systems). To remain with Springbrook, and shift to the cloud environment, the City would be paying approximately \$52k/year.

Given the stability of Springbrook's on-premises solution over the last 13 years, the direct compatibility between Springbrook's on-premise and Cloud solutions, the enhancements around security and functionality in the Cloud, and the estimated cost savings of remaining with an existing software provider, the City proposes Springbrook Holding Company LLC is selected as a sole source provider of its financial ERP.

### Fiscal Impact:

The attached proposal for existing services hosted on the Springbrook Cloud is \$287,800 for 5 years. This represents a 22% increase over current expected costs to remain with the existing on-premises solution. Pricing for optional modules have been negotiated with Springbrook, in advance, and would add an additional \$100,000 over the 5-year period, if elected to implement. In addition, implementing the Cloud solution prior to July 1, 2025, may result in additional charges of approximately \$1,300/month due to the incremental difference in price of the two solutions. The contract auto-renews, with automatic price increases not exceeding 5%, unless the City or Springbrook provide a written notice at least 60 days before the end of the term.

This procurement is being proposed as a sole source selection pursuant to ORS 279B.075 and Redmond City Code 2.410.

**Alternative Courses of Action:**

1. Adopt sole source findings and authorize the contract with Springbrook Cloud Cirrus.
2. Do not authorize the contract.
3. Take no action and request additional information.

**Recommendation / Suggested Motion:**

"I move to adopt sole source findings and authorize the City Manager to sign the Springbrook Cloud Cirrus software-as-a-service Implementation and five-year software subscription agreement for up to \$387,262".

**CITY OF REDMOND  
CONTRACT REVIEW BOARD**

**FINDINGS AND DECISION OF THE CITY OF REDMOND CONTRACT REVIEW BOARD  
REGARDING THE SOLE SOURCE SELECTION OF SPRINGBROOK HOLDING COMPANY  
LLC, A LIMITED LIABILITY COMPANY OF THE STATE OREGON AS THE SOLE SOURCE  
FOR IMPLEMENTATION OF SOFTWARE AS A SERVICE, COMPONENTS, AND  
PROFESSIONAL SERVICES FOR THE CITY OF REDMOND.**

The City of Redmond Contract Review Board, having reviewed in documents provided by City Staff and heard their reports, makes the following findings of fact in support of the Sole Source award of the contract for \$387,262 pursuant to ORS 279B.075 and Redmond City Code 2.410.

**THE CITY OF REDMOND CONTRACT REVIEW BOARD FINDS AS FOLLOWS:**

1. Springbrook Holding Company, LLC, a company with US headquarters located in the State of Oregon, with offices at 111 SW Fifth, Suite 1850, Portland, Oregon 97204, originally implemented its proprietary on-premises Springbrook financial enterprise resource planning solution in August 2011.
2. Springbrook Holding Company, LLC, currently provides recurring software updates, annual maintenance, and technical support services for its on-premises solution; but is anticipated to discontinue support of its on-premises solutions.
3. Springbrook Holding Company, LLC, offers a proprietary cloud environment, Springbrook Cirrus, for its financial enterprise resource solution that is directly compatible with the City's existing on-premises solution, and is anticipated to persist in the future.
4. The City of Redmond Finance Department acknowledges that the existing on-premises solution has been stable over the last 13 years, and desires to continue with a direct migration to Springbrook's cloud environment.
5. The City of Redmond Finance Department performed extensive market research on direct competitors of Springbrook Holding Company, LLC, which offer similar enterprise resource planning software to governments.
6. The alternative to sole source procurement would be to acquire another financial enterprise resource planning software, through a competitive process, with another proprietary system at significantly greater cost and would not result in the efficient utilization of existing goods.
7. The contracting agency has negotiated with the sole source to obtain contract terms that are the most advantageous to the contracting agency.

**ADOPTED** by the City of Redmond Contract Review Board this 17<sup>th</sup> day of December 2024.

\_\_\_\_\_  
Cat Zwicker, Council President

ATTEST:

\_\_\_\_\_  
Kayla Duddy, Deputy City Recorder

Order Form: Q-32847-1  
Date: 10/7/2024, 6:29 PM  
Expires On: 11/21/2024

Phone: (866) 777-0069  
Email: info@sprbrk.com



Ship To:  
James Wood  
City of Redmond, OR  
411 Southwest 9th Street  
Redmond, Oregon 97756  
james.wood@redmondoregon.gov

Bill To:  
AP Redmond, OR  
City of Redmond, OR  
411 Southwest 9th Street  
Redmond, Oregon 97756  
apinvoices@redmondoregon.gov

| Account Manager | E-mail                 | Phone Number   | Payment Terms |
|-----------------|------------------------|----------------|---------------|
| Brad Martin     | brad.martin@sprbrk.com | (503) 820-4524 | Net 30        |

| Annual Product Pricing                  |               |     |          |               |
|-----------------------------------------|---------------|-----|----------|---------------|
| PRODUCT                                 | RATE          | QTY | DISC (%) | NET PRICE     |
| Finance Suite Subscription              | USD 29,150.00 | 1   | 18.937   | USD 23,630.00 |
| Payroll Subscription                    | USD 10,900.00 | 1   | 45.872   | USD 5,900.00  |
| Human Resources Management Subscription | USD 7,250.00  | 1   | 41.379   | USD 4,250.00  |
| Accounts Receivable Subscription        | USD 6,550.00  | 1   | 58.015   | USD 2,750.00  |
| Fixed Assets Subscription               | USD 7,850.00  | 1   | 78.981   | USD 1,650.00  |
| Project Management Subscription         | USD 7,810.00  | 1   | 61.460   | USD 3,010.00  |
| Purchase Orders Subscription            | USD 7,450.00  | 1   | 77.852   | USD 1,650.00  |
| Annual Product Pricing Total:           |               |     |          | USD 42,840.00 |

| Fixed Fee Professional Services           |                                           |               |     |        |               |
|-------------------------------------------|-------------------------------------------|---------------|-----|--------|---------------|
| PRODUCT                                   | DESCRIPTION                               | RATE          | QTY | DISC % | NET PRICE     |
| Fixed Fee Professional Services Migration | Fixed Fee Professional Services Migration | USD 19,350.00 | 1   | 48.320 | USD 10,000.00 |
| Fixed Fee Professional Services Total:    |                                           |               |     |        | USD 10,000.00 |

Grand Total: USD 52,840.00  
\* excludes applicable sales tax

Order Form: Q-32622-1  
Date: 10/3/2024, 3:59 PM  
Expires On: 11/17/2024

Phone: (866) 777-0069  
Email: info@sprbrk.com



**Ship To:**  
James Wood  
City of Redmond, OR  
411 Southwest 9th Street  
Redmond, Oregon 97756  
james.wood@redmondoregon.gov

**Bill To:**  
AP Redmond, OR  
City of Redmond, OR  
411 Southwest 9th Street  
Redmond, Oregon 97756  
apinvoices@redmondoregon.gov

| Account Manager | E-mail                 | Phone Number   | Payment Terms |
|-----------------|------------------------|----------------|---------------|
| Brad Martin     | brad.martin@sprbrk.com | (503) 820-4524 | Net 30        |

| Annual Product Pricing                          |              |     |          |              |
|-------------------------------------------------|--------------|-----|----------|--------------|
| PRODUCT                                         | RATE         | QTY | DISC (%) | NET PRICE    |
| Enterprise Connection for Cirrus Single Sign On | USD 2,900.00 | 1   | 0.000    | USD 2,900.00 |
| Employee Self Services Subscription             | USD 3,630.00 | 1   | 0.000    | USD 3,630.00 |
| Annual Product Pricing Total:                   |              |     |          | USD 6,530.00 |

| Estimated Professional Services        |                                |            |            |     |        |              |
|----------------------------------------|--------------------------------|------------|------------|-----|--------|--------------|
| PRODUCT                                | DESCRIPTION                    | LIST PRICE | NET PRICE  | QTY | DISC % | NET PRICE    |
| Standard Professional Services         | Standard Professional Services | USD 240.00 | USD 156.25 | 32  | 34.896 | USD 5,000.00 |
| Estimated Professional Services Total: |                                |            |            |     |        | USD 5,000.00 |

**Grand Total: USD 11,530.00**  
\* excludes applicable sales tax

## Order Details

Customer Name: City of Redmond, OR

Customer Contact: James Wood

Governing Agreement(s): This Order Form is governed by the applicable terms found at:  
MSA: <http://sprbrk.app.box.com/v/sprbrk-saas-terms>  
MLA: <http://sprbrk.app.box.com/v/sprbrk-onpremise-terms>  
Professional Services: <http://sprbrk.app.box.com/v/sprbrk-svcs-terms>

Term(s): 5 Years

## Order Terms

In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

- This Order Form shall become effective as of the last date of signature (the "Effective Date").
- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery\* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.
- Subscriptions, Maintenance, Hosting, and Support ("Recurring Services") continue from the Order Start Date through the term listed in this Order Form (or if not listed, one (1) year).
- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days before the end of the Order Term.
- Subscription Service fees and any Recurring Services will be subject to an automatic annual increase by not more than five percent (5%) of the prior year's Subscription Service fees ("Standard Annual Price Increase").
- Any Software Licenses or Hardware are one-time non-refundable purchases.
- CivicPay Online Subscription fee and CivicPay IVR Subscription fee are subject to increase at per account rate, based on actual accounts.
- CivicPay IVR Message Block Subscriptions expire upon the earlier exhaustion of the Message Block or twelve (12) months from the Order Start Date. Upon expiration, Message Blocks automatically renew.

*\* The date of delivery of software to the Customer is the date the software is made available to the Customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional logins to end-users, and the Customer go-live in a production environment.*

## Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

### Products Ordered

### Invoice Timing

Estimated Professional Services,  
On-Site Professional Services, and  
Travel Expenses\*:

Monthly, in arrears for services in the prior month unless specified in Special Terms.

Fixed Fee Professional Services:

The Effective Date of this Order Form unless specified in Special Terms.

Print Services and Transaction Fees:

Monthly, in arrears for transactions in the prior month.

Hardware and One-Time Licenses:

Upon the Effective Date of this Order Form.

Software Licenses, Subscriptions,  
Maintenance,  
and Hosting (New):

Annually in advance upon Order Start Date.

Software Licenses, Subscriptions,  
Maintenance, and Hosting  
(Renewal):

Sixty (60) days in advance of the Order Start Date.

Software Subscriptions, Maintenance,  
and Hosting (Add-Ons):

Upon delivery of the product, order will be pro-rated to sync with the existing anniversary billing date and will renew annually thereafter.

Software Subscriptions (Migrations):

Upon delivery of the product, order will be synced with the existing anniversary billing date and will renew annually thereafter unless specified in the Special Order Terms. This order replaces and supersedes any previously executed order as it relates to the products listed within this order. Upon delivery of new product, customer will receive a prorated credit for any prepaid, unused maintenance fees that will be applied to the customer's first invoice.

*\* Professional Services time and material pricing is based on expected hours using Springbrook's standard implementation approach. While our goal is to provide accurate hour estimates, there may be variations in actual hours and charges. If project costs surpass the estimated hours within this order form by the greater of \$15,000 or 20%, a signed change order is necessary to proceed. Adjustments under this threshold will be executed and invoiced accordingly. On-site professional services are subject to a daily minimum rate regardless of time spent on-site. Travel expenses related to on-site travel will be invoiced as they are incurred.*

## Special Order Terms

Special Order Terms (if any):

SaaS subscription fees will commence upon the start of the cloud migration project, and standard subscription fees, as outlined in the agreement, will apply once the migration project begins.

Professional Service Fees of \$15,000 will be invoiced in equal installments of \$3,000 annually over the 5-year term.

The discounts reflected in this order form are provided with the intent of the customer purchasing the following add-on modules at the reduced pricing as listed below:

1. **Applicant Tracking Subscription**  
: \$5,000 per year, with a 5% annual increase. A \$4,000 one-time implementation fee will apply upfront.
2. **Onboarding Subscription**  
: \$7,000 per year, with a 5% annual increase. A \$4,000 one-time implementation fee will apply upfront.
3. **OpenGov Subscription**  
: \$6,000 per year, with a 5% annual increase. A \$4,000 one-time implementation fee will apply upfront.

As part of the implementation process, the customer will have the ability to test services in a controlled environment prior to the official go-live date.

This package includes Q-32847-1 and Q-32622-1.

**By signing, both parties agree to the terms and conditions set forth in this agreement.**

\* If the Customer requires a PO number on invoices, the Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.

**Springbrook Holding Company, LLC**

**City of Redmond, OR**

Signature:\_\_\_\_\_

Signature:\_\_\_\_\_

Name (Print):\_\_\_\_\_

Name (Print):\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Purchase Order # (if required)\_\_\_\_\_

## Springbrook v7 to Cloud Migration Statement of Work

Following is a description of the project scope for a v7 premise upgrade of Springbrook Software to Springbrook's Enterprise Cloud solution. Any work or deliverables not explicitly stated below should be considered out of scope for the purposes of this agreement. Customized software is not supported in Springbrook's cloud product. If your agency has customizations in your current version of the software, Springbrook will conduct an analysis to determine any standard functionality that may be used to replace those custom items.

The process for migrating from a v7 premise installation of Springbrook to Springbrook's Enterprise Cloud solution consists of the following major phases:

1. **Analyze Custom Software (if applicable):** After completing the analysis, Springbrook will offer alternative solutions to meet your business needs that were previously satisfied through customization. However, please be aware that there is no guarantee that standard functionality will replicate all previously customized functionality. If your agency has business needs not met by Springbrook's standard functionality, Springbrook reserves the right to charge additional professional service fee for the analysis, development, testing, and delivery of such solutions. \*
2. **Performing a test migration.** During this phase, Springbrook staff will work directly with your IT or other staff to get a current copy of the existing Springbrook database and complete an initial conversion/upgrade of the database and load it to your Cloud database for review. Only one (1) conversion/test migration will be performed as part of this project. \*
3. **Complete configuration of Springbrook Cloud.** During this phase, a Springbrook Professional Services Consultant will work with staff to complete configuration of the Cloud system, including configuring imports, exports, and check/bill prints to ensure the Cloud system works similarly to the existing premise version. Any request to change functionality from how things work in the premise version are generally considered out of scope for the purposes of this project – this includes, but is not limited to, setting up new users or modifying permission for existing users, configuring additional imports/exports for new banks, third-party bill printers, third-party AML providers, changing the formats of existing check prints, etc. \*
4. **Complete enhancement overview session.** During this phase, a Springbrook Professional Services Consultant will provide one (1) overview session to your key staff of differences between Springbrook Cloud and your current v7 software. The focus of this single session is generally on understanding the differences between the two versions and does not include training/re-training in the software. \*
5. **Perform final data migration.** During this phase, we'll repeat the test migration, but this will be the last and final data migration to the Springbrook Cloud solution. Once Springbrook staff have obtained a copy of the current v7 database, staff will be unable to use the local version of Springbrook until the Cloud solution is live. In most cases, this downtime will span 2-3 business days (with the potential to extend up to 5 business days). Read-only access to the local v7 version of Springbrook will be available while the final Cloud migration is performed. Please note that integrated systems that rely on Springbrook data, including our CivicPay and Employee Self Service systems, will be unavailable during the final migration as well.
6. **Go live with Springbrook Cloud.** Once the final data migration has occurred and the Cloud system has been verified by Springbrook staff, it will be made available to your staff to begin live processing. A Springbrook Professional Services consultant will be available during the first week to field phone calls and emails regarding questions or issues discovered. Following the first week of go live, additional assistance with using Springbrook Cloud should be directed to Springbrook Technical Support resources. \*

*\*If additional services are requested, a separate agreement will be required to govern the terms and cost for that additional out of scope work.*

**City of Redmond, Oregon**  
**Springbrook Cirrus Estimated Contract Costs**  
**Required & Optional Modules**

|                                 | <b>Year 1</b>       | <b>Year 2</b>       | <b>Year 3</b>       | <b>Year 4</b>       | <b>Year 5</b>       |
|---------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
|                                 | <b><u>FY26</u></b>  | <b><u>FY27</u></b>  | <b><u>FY28</u></b>  | <b><u>FY29</u></b>  | <b><u>FY30</u></b>  |
| <b><u>Required Modules</u></b>  |                     |                     |                     |                     |                     |
| Finance Suite                   | \$ 23,630.00        | \$ 24,811.50        | \$ 26,052.08        | \$ 27,354.68        | \$ 28,722.41        |
| Payroll                         | 5,900.00            | 6,195.00            | 6,504.75            | 6,829.99            | 7,171.49            |
| Human Resources                 | 4,250.00            | 4,462.50            | 4,685.63            | 4,919.91            | 5,165.90            |
| Accounts Receivable             | 2,750.00            | 2,887.50            | 3,031.88            | 3,183.47            | 3,342.64            |
| Fixed Assets                    | 1,650.00            | 1,732.50            | 1,819.13            | 1,910.08            | 2,005.59            |
| Project Management              | 3,010.00            | 3,160.50            | 3,318.53            | 3,484.45            | 3,658.67            |
| Purchase Orders                 | 1,650.00            | 1,732.50            | 1,819.13            | 1,910.08            | 2,005.59            |
| Cirrus Single Sign On           | 2,900.00            | 3,045.00            | 3,197.25            | 3,357.11            | 3,524.97            |
| Employee Self Service           | 3,630.00            | 3,811.50            | 4,002.08            | 4,202.18            | 4,412.29            |
| Implementation Costs - Required | 3,000.00            | 3,000.00            | 3,000.00            | 3,000.00            | 3,000.00            |
| <b>Total Costs - Required</b>   | <b>\$ 52,370.00</b> | <b>\$ 54,838.50</b> | <b>\$ 57,430.43</b> | <b>\$ 60,151.95</b> | <b>\$ 63,009.54</b> |

**Total 5 Year - Required \$ 287,800.41**

|                                 | <b>Year 1</b>       | <b>Year 2</b>       | <b>Year 3</b>       | <b>Year 4</b>       | <b>Year 5</b>       |
|---------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
|                                 | <b><u>FY26</u></b>  | <b><u>FY27</u></b>  | <b><u>FY28</u></b>  | <b><u>FY29</u></b>  | <b><u>FY30</u></b>  |
| <b><u>Optional Modules</u></b>  |                     |                     |                     |                     |                     |
| Applicant Tracking*             | \$ -                | \$ 5,250.00         | \$ 5,512.50         | \$ 5,788.13         | \$ 6,077.53         |
| Onboarding*                     | -                   | 7,350.00            | 7,717.50            | 8,103.38            | 8,508.54            |
| OpenGov Integration**           | 6,000.00            | 6,300.00            | 6,615.00            | 6,945.75            | 7,293.04            |
| Implementation Costs - Optional | 4,000.00            | 8,000.00            | -                   | -                   | -                   |
| <b>Total Costs - Optional</b>   | <b>\$ 10,000.00</b> | <b>\$ 26,900.00</b> | <b>\$ 19,845.00</b> | <b>\$ 20,837.25</b> | <b>\$ 21,879.11</b> |

|                                      |                     |                     |                     |                     |                     |
|--------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| <b>Total Required &amp; Optional</b> | <b>\$ 62,370.00</b> | <b>\$ 81,738.50</b> | <b>\$ 77,275.43</b> | <b>\$ 80,989.20</b> | <b>\$ 84,888.66</b> |
|--------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|

**Total 5 Year - Required & Optional \$ 387,261.78**

\* If implemented, the earliest we would incur costs would be in FY26.

\*\* If implemented, this would occur during our 1st year under contract.



# SPRINGBROOK CIRRUS **FINANCIAL** SYSTEM (ERP): \$387,262

**REDMOND CITY COUNCIL  
DECEMBER 17, 2024**

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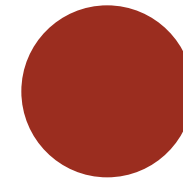
SLIDE / 1

# EXISTING ERP CONTRACT

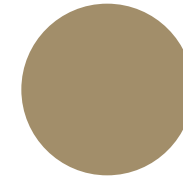
## ON PREMISES SOLUTION

Used for the following:

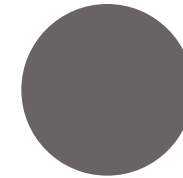
- Budgeting
- General Ledger
- Payroll
- Accounts Payable
- Purchase Orders
- Cash Receipting
- Accounts Receivable
- Fixed Assets
- Project Management
- Human Resources



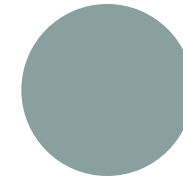
**IMPLEMENTATION COST  
OF \$246,050**



**IMPLEMENTED 13  
YEARS AGO (STABLE)**



**MEETS EXISTING  
NEEDS FOR ~\$40K/YR**

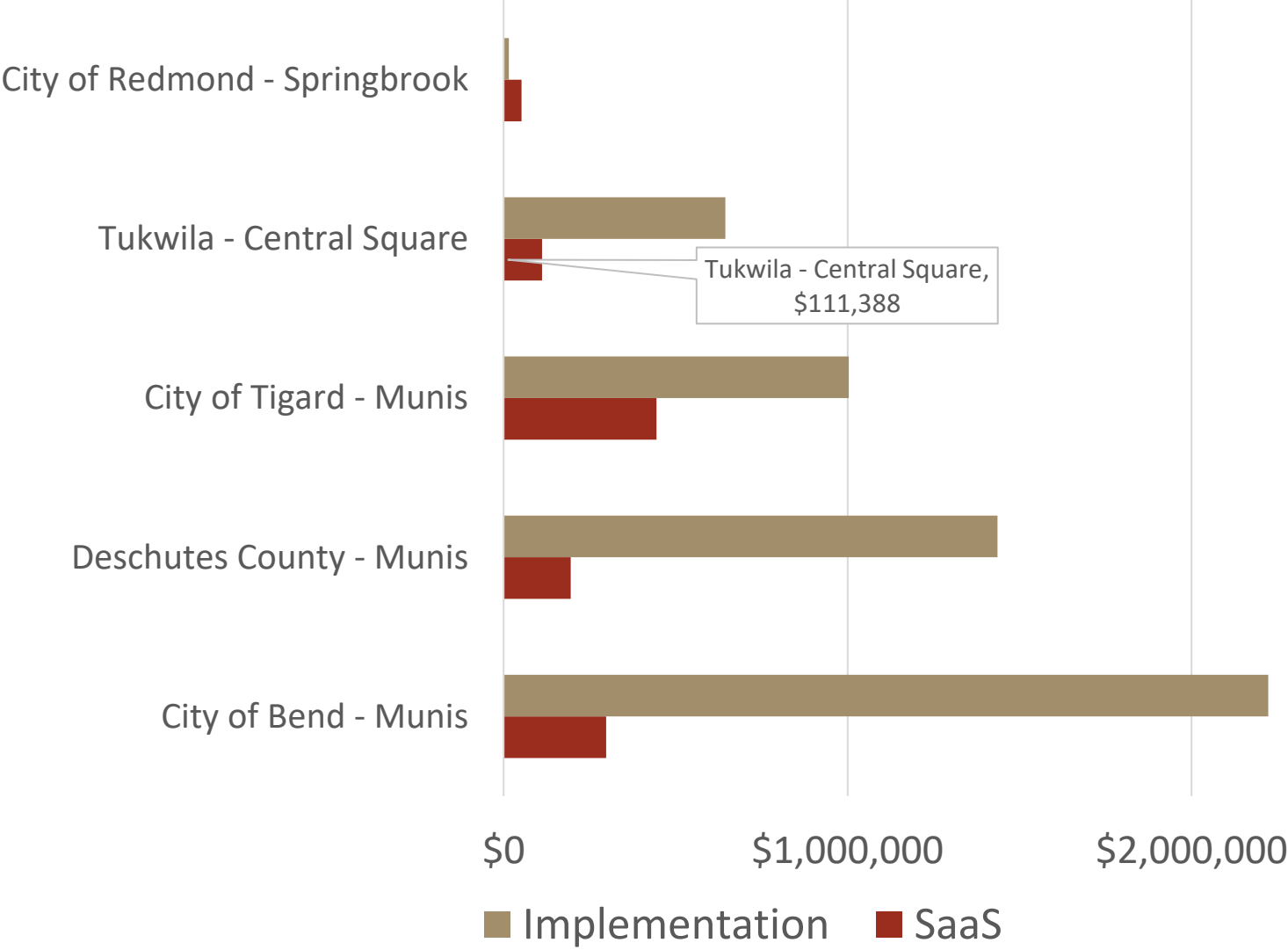


**BEING DEPRECATED BY  
SPRINGBROOK**





# PROCUREMENT BY OTHER OREGON CITIES





## **FACTORS IN SOLE SOURCE DECISION**

01

**EXISTING ON-PREMISES SOFTWARE  
DISCONTINUING**

02

**SPRINGBROOK CLOUD WILL CONTINUE TO  
MEET NEEDS AT FRACTION OF THE PRICE**

03

**SPRINGBROOK CLOUD HAS NEW  
FUNCTIONALITY AVAILABLE**

04

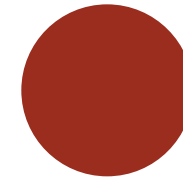
**FUTURE CONTRACT OPTION VALUE**

# NEW CONTRACT

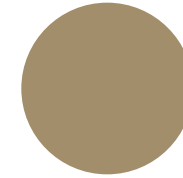
## CLOUD SOLUTION

Used for the following:

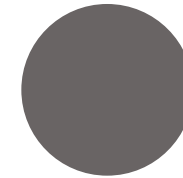
- Budgeting
- General Ledger
- Payroll
- Accounts Payable
- Purchase Orders
- Cash Receipting
- Accounts Receivable
- Fixed Assets
- Project Management
- Human Resources
- **Employee Self Service**  
**Optional**
- **Applicant Tracking**
- **Onboarding**



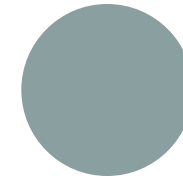
**BASE CONTRACT OF  
\$287,800 FOR 5 YEARS**



**MEETS EXISTING NEEDS FOR  
~\$52K/YR**



**CLOUD BENEFITS (I.E.  
BACKUPS / SECURITY)**



**OPTIONAL MODULES  
AVAILABLE  
(ADDITIONAL COST)**





## CITY OF REDMOND

**CITY HALL**  
411 SW 9<sup>th</sup> STREET  
REDMOND, OR 97756  
541.923.7710  
FAX: 541.548.0706  
[info@redmondoregon.gov](mailto:info@redmondoregon.gov)  
[redmondoregon.gov](http://redmondoregon.gov)

# STAFF REPORT

**DATE:** December 17, 2024  
**TO:** City Council  
**THROUGH:** Keith Witcosky, City Manager  
James Wood, Finance Director  
**FROM:** Scott Brang, Procurement & Payables Manager  
**SUBJECT:** Services Contract with Advanced Systems Portable Restrooms for Portable Restrooms Rentals and Maintenance for \$250,000.

---

### Report in Brief:

This action requests City Council approve an up to five-year contract with Advanced Systems Portable Restrooms, Inc. to provide portable restroom rentals & service for \$250,000.

### Background:

Advanced Systems Portable Restrooms, Inc. currently provides rentals and services for portable restrooms on 23 City properties on a seasonal and annual basis. Portable restrooms are most commonly used in City parks during the winter months, as the Parks and Facilities Departments winterize permanent park restrooms to protect pipes and fixtures from freezing. Additionally, there is a year-round demand for portable restrooms at remote locations, such as the Wastewater irrigation site, where permanent facilities are unavailable.

The existing contract expires on December 31, 2024. In 2024, the City spent \$43,000 on portable restroom services.

The contract has an initial term of three years for \$150,000 with the option for two additional one-year terms for a total contract price not to exceed \$250,000.

### Discussion:

Due to the estimated cost of a 3-year contract, City staff decided to forgo automatic contract renewal with the current vendor and instead follow an intermediate competitive procurement process per Oregon Revised Statutes (ORS) 279B.070.

On October 25, 2024, staff requested quotes from four Central Oregon vendors. The deadline to submit was November 15, 2024. Two vendors confirmed they would be submitting quotes. However, only one ultimately chose to submit.

The quote received from Advanced Systems included a 5% discount for next year. Years two and three each have a 2.5% increase to account for inflation.

City staff will negotiate favorable pricing for any additional years.

### Fiscal Impact:

The City spent \$43,000 in 2024 on portable restroom services. As the City grows and inflation increases, staff estimate that this will increase to \$44,500 next year.

These costs are covered within the approved operational budgets within the departments using these services, currently Parks, Wastewater and Airport.

**Alternative Courses of Action:**

1. Approve the contract
2. Do not approve the contract
3. Take no Action and Request more information

**Recommendation / Suggested Motion:**

"I move to approve the contract with Advanced Systems Portable Restrooms for portable restroom rentals and maintenance and authorize the City Manager to sign the contract."

**CITY OF REDMOND SERVICES CONTRACT**  
**CONTRACT NO. 2024-122**

This Contract is between the City of Redmond, Oregon (City) and Advanced Systems Portable Restrooms, Inc. (Contractor). The parties agree as follows:

1. **TERM:** The effective date of this Contract shall be January 1, 2025 Contractor shall commence work to be performed within one week of issuance of the Notice to Proceed. Unless earlier terminated or extended as provided in the Contract Documents, the completion date shall be December 31, 2027 with the option to renew for 2 additional one-year extensions as defined in the bid documents, or herein incorporated.
2. **CONTRACT DOCUMENTS:** The Contract Documents include, the Contract and its Exhibits as listed in the chart below. In the event of a conflict between or among the terms of this Contract and any proposal, bid document, standards and specifications and/or request for proposals, the following order of precedence shall prevail: (a) this Contract; (b) the Attachments to this Contract; (c) the request for proposal; (d) the proposal and/or bid documents. Nothing in this Contract shall be considered as an acceptance of the terms of a proposal if the terms of the proposal conflict or are otherwise incompatible with the terms contained in this Contract and its attachments or in the City's request for bids or proposals.

| Exhibit # | Description                                                         | # Pages | Included? |
|-----------|---------------------------------------------------------------------|---------|-----------|
| 1         | Statement of Work and Compensation                                  | 10      | X         |
| 2         | Insurance Requirements                                              | 2       | X         |
| 3         | Worker's Compensation Certification                                 | 1       | X         |
| 4         | Independent Contractor Certification & Representations & Warranties | 2       | X         |
|           | Contractors Proof of Insurance (COI & Endorsements)                 |         | X         |

3. **SERVICES:** Contractor will provide and/or perform the following services described below (collectively, the "Services"). Work on any additional services will require written authorization from the City. Portable Restroom Rental and Service as determined by City staff. Additional details for Services are found in Exhibit 1 Statement of Work.

☐ **Schedule.** Notwithstanding anything contained in this Contract to the contrary, Contractor will perform the Services in accordance with this Contract and the schedule provided in the attached Exhibit 1. The Services will be completed expeditiously, in a timely manner, and no later than           , 20      .

☒ **On Call – Request for Services.** Subject to the terms and conditions contained in this Contract, Contractor will perform those Services requested by the City from time to time. Upon the City's identification of any requested Services, the City will provide Contractor written notice (the "Request for Services") containing a general description of the requested Services and schedule for completion of the Services. Within 5 days after the City's delivery of a Request for Services, Contractor will provide the City written notice confirming whether Contractor will provide the Services requested under the Request for Services. If Contractor is willing to perform the requested Services, Contractor will provide the requested Services in accordance with and subject to this Contract and the applicable Request for Services. If Contractor timely notifies the City that Contractor is unable to provide the requested Services, Contractor will have no obligation to provide the requested Services. Contractor will provide all Services Contractor has committed to provide under this Contract timely and in accordance with the applicable schedule.

4. **PAYMENT:** The City shall pay Contractor for services performed within 30 days of receipt of an undisputed invoice, based on time and materials for work performed as set forth in the Contract Documents, but the total payment under this Contract shall not exceed \$150,000.00.

4.1 Contractor will submit a monthly invoice to the City for Services completed during the preceding month (an "Invoice"). Each Invoice will contain (or be accompanied by): (a) the total percentage of completion for each portion of the Services as of the end of the period covered by the Invoice; (b) the current Schedule; (c) remaining bid or Change Order quantities and amounts to be billed; (d) certified payroll reports from Contractor and any subcontractors (if prevailing wage is required by the Laws).

4.2 Contractor shall reference the Contract Number on Invoice and will be billed to the City of Redmond 411 SW 9<sup>th</sup> St, Redmond, OR 97756. Invoice will be emailed to: [apinvoices@redmondoregon.gov](mailto:apinvoices@redmondoregon.gov). If an Invoice is delivered on a non-business day, the Invoice shall be considered received on the next day the City's Finance Department is open for business.

**5. FUTURE PRICE ADJUSTMENT:** The City acknowledges that market conditions, material costs, labor rates, and other economic factors may fluctuate over the duration of this Contract. To ensure fair compensation reflective of current market conditions, City and Contractor agree to the following terms for future price adjustments:

**5.1** Prices shall be reviewed annually in December to assess the potential need for adjustments. Either party may propose a price adjustment, which must be submitted in writing at least 30 days before the start of the next review period.

**5.2** Price adjustments shall be based on documented changes in industry-specific cost indices, raw material prices, labor costs, inflation rates, or other relevant metrics. Any proposed adjustment must be supported by evidence of the underlying change in costs.

**5.3** Upon receiving a request for a price adjustment, the parties shall negotiate in good faith to reach a mutually acceptable price.

**5.4** Any price increase shall not exceed 3% over the previous rate unless otherwise mutually agreed upon. In cases where no agreement is reached, the current pricing shall remain in effect until the next scheduled review period.

**5.5** If a mutually acceptable price cannot be reached after negotiation, either party reserves the right to terminate this Agreement by providing thirty (30) days' written notice to the other party.

**6. INDEPENDENT CONTRACTOR:** Contractor, for the purpose of this Contract, shall be considered an independent contractor. As an independent contractor, Contractor agrees as follows:

**6.1** Contractor will be solely responsible for payment of Federal or State taxes required as a result of this Contract;

**6.2** Contractor is not entitled to any benefits generally granted to the City employees; Contractor is solely liable for any Workers Compensation coverage under this Contract.

**6.3** Contractor is responsible for maintaining worker's compensation insurance in accordance with Oregon Workers' Compensation law.

**6.4** In compliance with ORS 25.790 and 25.793 the City is required to report to the Division of Child Support of the Department of Justice the engagement or reengagement with Independent Contractors. The City may be required to withhold child support payments due, if instructed to do so by the Department of Justice.

**7. CONTRACTOR NOT AN AGENT OF THE CITY:** It is agreed by and between the parties that Contractor is not carrying out a function on behalf of the City, and the City does not have the right of direction or control of the manner in which Contractor delivers services under this Contract or exercise any control over the activities of Contractor. Contractor is not an officer, employee or agent of the City as those terms are used in ORS 30.265.

**7.1** This Contract does not entitle the Contractor nor any of its Agents to any benefits generally granted to the City employees. Without limitation, the benefits which are not intended to be extended by this Contract are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement. Contractor shall be responsible for all federal or state taxes applicable to compensation or payment paid to Contractor under this Contract.

**8. PARTNERSHIP:** The City is not, by virtue of this Contract, a partner or joint venturer with Contractor in connection with activities carried out under this Contract and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.

**9. INSURANCE:** Requirements are detailed in Exhibit 2. If Contractor at any time during the Contract Term should fail to secure or maintain insurance required in Exhibit 2, the City shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and may deduct the cost of such insurance, plus a ten percent (10%) administrative fee or shall otherwise be compensated by the Contractor for the costs of the insurance premiums plus ten percent at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

**10. INDEMNIFICATION HOLD HARMLESS:** Contractor shall defend, save, hold harmless and indemnify the City and its

officers, directors, agents, employees and volunteers from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Agreement. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this Agreement. Neither party shall be liable for any damages of any sort arising solely from a lawful termination of this Agreement or any part hereof in accordance with its terms.

**10.1** The Contractor agrees to indemnify and save harmless the City from any and all defects appearing or developing in the materials furnished and the workmanship performed under this Contract for a period of one year after the date of acceptance of the work in the Contract by the City.

**11. SUBROGATION WAIVER:** Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide commercial general and automotive liability insurance, Contractor shall look solely to its own insurance for recovery. Contractor hereby grants to the City, on behalf of any insurer providing commercial general and automotive liability insurance to either Contractor or the City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance.

**12. PERMITS AND LICENSES:** Contractor, at its sole expense, shall obtain and maintain during the term of this Contract, all appropriate permits, certificates and licenses, including a City Business License, which may be required in connection with the performance of services hereunder.

**13. PREFERENCE FOR RECYCLED MATERIALS (ORS 279A.125):** Contractor will use where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five percent (5%).

**14. TERMINATION:** The parties may terminate this Contract as follows:

**14.1** At any time by mutual written consent of both parties.

**14.2** The City may, at its sole discretion, terminate the Contract for its convenience, in whole or in part, upon thirty (30) days' notice, in writing and delivered by certified mail or in person.

**14.2.1** If the City terminates the Contract for its convenience, the City will pay Contractor for completed Services in accordance with the Contract Documents prior to the effective date of termination, however the City is not required to pay Contractor for loss of anticipated profits or revenues or other economic loss arising out of or related to the City's termination.

**14.2.2** If the City terminates this Contract and a court, arbitrator or other body with jurisdiction to consider the City's termination determines that the termination was unlawful or improper, the City's termination, to the maximum extent permitted by law, will be treated as a termination for the City's convenience

**14.3** The City may terminate the Contract, effective upon delivery of written notice to the Contractor, or at such later date as may be established by the City under any of the following conditions:

**14.3.1** The City funding is not obtained or continued at levels sufficient to pay for Contractor's Services. The Contract may be modified to accommodate a reduction in funds.

**14.3.2** If federal, state or the City regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

**14.3.3** If any license or certificate required by law, regulation or this Contract, including insurance, to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

**14.3.4** Any termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

**14.3.5** The City by written notice of default (including breach of contract) to the Contractor may terminate the whole or any part of this Contract:

**14.3.5.1** If the Contractor fails to provide services called for by this Contract within the time specified or any extension of the Contract, or

**14.3.5.2** If the Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the Services as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the City, fails to correct such failures within 10 days or such longer period as the City may authorize.

**14.3.5.3** Contractor is subject to periodic criminal background investigations by the City and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract.

**14.4** Contractor may terminate this Contract upon 30 days' written notice to the City if the City fails to pay Contractor pursuant to the terms of this Contract and the City fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in the notice.

**15. DRUGS AND ALCOHOL:** Contractor shall enforce a zero tolerance as to dealing, possession, or use of drugs or alcohol by Contractor or its employees, subcontractors and agents while performing work under this contract, while on the Worksite, or traveling to and from the Worksite.

**16. CRIMINAL BACKGROUND INVESTIGATIONS:** Contractor understands that Contractor is subject to periodic criminal background investigations by the City and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and the City may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the City.

**17. DELEGATION, SUBCONTRACTS AND ASSIGNMENT:** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the City's prior written consent.

**17.1** Any delegation, subcontract, assignment, or transfer without prior written consent of the City shall constitute a material breach of this Contract.

**17.2** Any such assignment or transfer, if approved, is subject to such conditions and provisions as the City may deem necessary.

**17.3** No approval by the City of any assignment or transfer of interest shall be deemed to create any obligation of the City to increase rates of payment or maximum Contract consideration.

**17.4** Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.

**17.5** Any subcontracts that the City may authorize shall contain all requirements of this Contract, and the Contractor shall be responsible for the performance of the subcontractor.

**18. NON-DISCRIMINATION:** Contractor agrees that it shall not discriminate on the grounds of race, color, creed, national origin, sex, marital status, age, or disability in Contractor's performance of this Contract. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Contractor agrees to comply with ADA in its employment and nondiscrimination practices, and that it shall perform its contractual obligations consistent with ADA federal requirements/regulations, state disability and accessibility law and requirements, and applicable regulations and administrative rules established pursuant to those laws.

**19. OWNERSHIP OF WORK:** All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of the City. The City and Contractor intend that such Work Product be deemed "work made for hire" of which the City shall be deemed author.

**20. GOVERNING LAW/JURISDICTION:** This Contract is executed in Redmond, Oregon. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the City and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Any trial arising out of or related to this Contract will be presented to the court without a jury. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SAID COURTS.

**21. FORCE MAJEURE:** Neither party to this Contract shall be liable to the other party for delays in performing the Work or

for the direct or indirect cost resulting from such delays that may result from strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

**22. WAIVER:** The City's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

**23. ATTORNEY FEES:** If a suit or action is filed to enforce any term of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum that a court, including any appellate court, may adjudge reasonable as attorney's fees.

**24. SEVERABILITY:** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

**25. REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES:** Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. Each party represents and warrants to the other that the execution and delivery of the Contract and the performance of such party's obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**26. NOTICE:** Any notices required under this Contract shall be effective when received at the following addresses:

CITY: 411 SW 9th Street, Redmond, Oregon 97756

CONTRACTOR: 1300 SE Wilson Avenue, Bend Oregon 97702

Is Contractor a nonresident alien? ☐ Yes ☒ No

Federal Tax ID# or Social Security #: 93-1158559

Business Designation (check one):

☒ Corporation-for profit

☐ Sole Proprietorship

☐ Partnership

☐ Corporation-non-profit

☐ Other \_\_\_\_\_

**IN WITNESS WHEREOF** the parties hereto have caused this Contract to be executed the day and year first above written.

**CITY OF REDMOND**

**ADVANCED SYSTEMS PORTABLE RESTROOMS, INC.**

By: Keith Witcosky, City Manager

By: Paarth Patel, Operations Supervisor

By: Scott Brang, Procurement & Payables Manager

ATTEST: \_\_\_\_\_

By: Kelly Morse, City Recorder

INSURANCE REVIEWED \_\_\_\_\_

**STATEMENT OF WORK, COMPENSATION  
and PAYMENT TERMS**

**1. Contractor shall perform the following work:**

- A.
- B.
- C. .
- D.

**2. CITY Services.** City shall provide Contractor, at City's expense, with material and services described as follows:

- A.

**3. Consideration.**

**4. The maximum compensation.** [Include what information is to be submitted by Contractor (billing statements, invoices), how it is to be submitted (format) and when it is submitted. Included when the City will make payment to Contractor]

- a. The maximum compensation under this contract, including expenses, is \$\_\_\_\_\_.
- b. Contractor shall not submit invoices for, and City shall not pay for any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this contract, the amendment shall be fully effective before contractor performs work subject to the amendment. Contractor shall notify City in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.

**INSURANCE and BOND  
CITY OF REDMOND SERVICES CONTRACT**

The Contractor shall at all times maintain, in force, at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary and non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a "claims made" basis must be approved and authorized by the City of Redmond.

**Contractor: ADVANCED SYSTEMS PORTABLE RESTROOMS, INC.**

**Workers Compensation** insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Employers' Liability Insurance with coverage limits of not less than \$500,000 must be included.

**Professional Liability** insurance with an occurrence combined single limit of not less than:

|                                      |                                      |
|--------------------------------------|--------------------------------------|
| Per Occurrence limit                 | Annual Aggregate limit               |
| <input type="checkbox"/> \$1,000,000 | <input type="checkbox"/> \$2,000,000 |
| <input type="checkbox"/> \$2,000,000 | <input type="checkbox"/> \$3,000,000 |

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after this contract is completed.

☐ Required by City      ☒ Not required by City

**Commercial General Liability** insurance with a combined single limit of not less than:

|                                                 |                                                 |
|-------------------------------------------------|-------------------------------------------------|
| Per Occurrence limit                            | Annual Aggregate limit                          |
| <input checked="" type="checkbox"/> \$2,000,000 | <input checked="" type="checkbox"/> \$3,000,000 |
| <input type="checkbox"/> \$3,000,000            | <input type="checkbox"/> \$4,000,000            |
| <input type="checkbox"/> \$4,000,000            | <input type="checkbox"/> \$5,000,000            |

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual damages. **By separate endorsement**, the policy shall name **The City of Redmond, its agents, directors, officers, employees and volunteers as an additional insured**. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the City are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis.

☒ Required by City    ☐ Not required by City  
☐ Per Location or Project required

**Automobile Liability** insurance with a combined single limit of not less than:

Per Occurrence  
☐ \$500,000  
☒ \$1,000,000  
☐ \$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for any motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

☒ Required by City    ☐ Not required by City

**Pollution Liability (including Asbestos Liability) with a combined single limit of not less than:**

Per Occurrence Limit

- ☐ \$500,000  
☐ \$1,000,000  
☐ \$2,000,000

Annual Aggregate limit

- ☐ \$500,000  
☐ \$1,000,000  
☐ \$2,000,000

Pollution Liability insurance including Asbestos Liability. When hazardous material is encountered during construction, the General Contractor/Project Manager must be notified immediately, and for work done to remove it, any Contractor performing work shall obtain and keep in effect during the term of their contract with contractor, Pollution Liability Insurance, including Asbestos Liability Insurance, covering the subcontractor's liability for bodily injury, property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs incurred by the subcontractor, all arising out of the work or services (including the transportation risk, when applicable) to be performed under.

☐ Required by City      ☒ Not required by City

**Additional Requirements:** Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's insurance coverage will be primary in the event of loss. Contractor's insurance policy must provide a waiver of any right to subrogation which any such insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance.

**Certificate of Insurance Required:** Contractor shall furnish a current Certificate of Insurance to the City with the signed Contract. Contractor shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without at least 30 days written notice from the Contractor to the City. The Certificate shall also state the deductible or, if applicable, the self-insured retention level.

No contract shall be effective until the required certificates have been received and approved by the City of Redmond. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the City of Redmond 10 days prior to coverage expiration.

For commercial general liability coverage, **by separate endorsement**, the policy shall name "**The City of Redmond, its officers, agents, directors, employees and volunteers as an additional insured**", (endorsement must be provided). Insurance coverage must apply on a "primary and non-contributory coverage", (endorsement must be provided). All endorsements must be in a format acceptable to The City of Redmond.

**Insurance Carrier Acceptability:** Insurance coverage provided to the City of Redmond by the contractor will be in an acceptable form and underwritten by an insurance company deemed acceptable by the City of Redmond. The City of Redmond reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating. The City of Redmond has the sole authority and discretion to determine the acceptability of an insurance carrier's financial rating and the form of policies and endorsements.

If requested, complete copies of the contractor's insurance policies shall be provided to the City.

**All bonds will be in a format acceptable to the City and be provided by a company authorized to do business in Oregon.**

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

EXHIBIT 3

City of Redmond

**Workers' Compensation Coverage**

Contractor provides Workers' Compensation coverage for employees performing under this contract as provided under ORS Chapter 656. Insurer \_\_\_\_\_ Policy # \_\_\_\_\_

Contractor Printed Name: Paarth Patel

Contractor Signature \_\_\_\_\_

\_\_\_\_\_  
Operations Supervisor

Contractor Title

\_\_\_\_\_  
Date

**Workers' Compensation Exemption**

(To be used only when Contractor claims to be exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656).

If contractor is exempt from obtaining Workers' Compensation insurance for the following reason (*check the appropriate box*):

☐ **SOLE PROPRIETOR**

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor shall not hire employees to perform this contract.

☐ **CORPORATION - FOR PROFIT**

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
- The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.

☐ **CORPORATION - NONPROFIT**

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor shall not hire employees to perform this contract.

☐ **PARTNERSHIP**

- Contractor is a partnership, and
- Contractor has no employees, and
- All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

☐ **LIMITED LIABILITY COMPANY**

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

\*NOTE: Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

\*\*NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.

\_\_\_\_\_  
Contractor Printed Name

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Contractor Title

\_\_\_\_\_  
Date

**CERTIFICATION STATEMENT FOR CORPORATION**  
**OR INDEPENDENT CONTRACTOR**

\*\*\*\*\*NOTE: Contractor Shall Complete A or B (but NOT both) in addition to C below\*\*\*\*\*

**A. CONTRACTOR IS A CORPORATION, LLC, OR A PARTNERSHIP; (fill out A and skip to C)**

**I certify under penalty of perjury that Contractor is a [check one]:**

☒ Corporation      ☐ Limited Liability Company      ☐ Partnership authorized to do business in the State of Oregon.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.**

**Contractor certifies under penalty of perjury that the following statements are true:**

1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), and
2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, and
3. All of the statements checked below are true.

**NOTE: Check all that apply. You shall check at least four (4) - to establish that you are an Independent Contractor.**

- ☐ A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set aside as the location of the business.
  - ☐ B. I purchase commercial advertising, or I have business cards for my business, or I am a member of a trade association.
  - ☐ C. My business telephone listing is separate from my personal residence telephone listing.
  - ☐ D. I perform labor or services only under written contracts.
  - ☐ E. Each year I perform labor or services for at least two different persons or entities.
  - ☐ F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

Contractor Signature

Date \_\_\_\_\_

**C. REPRESENTATION AND WARRANTIES.**

**Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:**

1. Contractor has the power and authority to enter into and perform this Contract;
2. This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
3. The services under this Contract shall be performed in manner consistent with and in accordance with the professional standards of the industry and in a timely manner using the schedule, materials, plans and specifications approved by City; and
4. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the services.
5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4),
6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this Contract; and
7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date



## CITY OF REDMOND

**CITY HALL**  
411 SW 9<sup>th</sup> STREET  
REDMOND, OR 97756  
541.923.7710  
FAX: 541.548.0706  
[info@redmondoregon.gov](mailto:info@redmondoregon.gov)  
[redmondoregon.gov](http://redmondoregon.gov)

# STAFF REPORT

**DATE:** December 17, 2024  
**TO:** City Council  
**THROUGH:** Keith Witcosky, City Manager  
**FROM:** Jason Neff, Deputy City Manager/Chief Financial Officer  
**SUBJECT:** Resolution #2024-31 - A resolution of the City of Redmond to make Budget Adjustments. (Fiscal Year 2024/2025 - General Fund: \$250,000)

### Report in Brief:

The action requests the City Council authorize a budget adjustment totaling \$250,000 in the General Fund due to unplanned expenditures in the Fiscal Year (FY) 2024/2025 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.

### Discussion:

The resolution includes a budget adjustment for the following:

#### ***Investment in Managed Homeless Camp Setup:***

The City is working with Deschutes County and providers to establish a managed homeless camp on the east side of Redmond on County owned property. The Council has expressed interest in helping (\$250,000) with the cost to construct the facility (estimated at \$1.25 million). The working assumption is the \$250,000 will go towards capital costs/infrastructure and not operating costs. Allocating the \$250,000 investment is conditioned upon a future Memorandum of Understanding (MOU) which set the terms for the managed camp, as well as a financial contribution from the County. The MOU will come before the City Council for approval.

The goal is to have the facility operational in 2025. This facility would support the Council's goal of taking concrete steps to find alternatives for people who are unhoused and unsheltered. The \$250,000 in funding will come from the City's General Operating Funds reserves which are expected to exceed policy minimums by approximately \$780,000 at the end of FY 2024/2025.

#### General Fund (General Sub-Fund)

|                        | Resources  | Expenditures |
|------------------------|------------|--------------|
| Beginning Fund Balance | \$ 250,000 |              |
| Materials & Services   |            | \$ 250,000   |
| Total Change           | \$ 250,000 | \$ 250,000   |

### Fiscal Impact:

Detailed above.

### Alternative Courses of Action:

1. Adopt Resolution #2024-31.
2. Do not adopt Resolution #2024-31.
3. Request more information.

### Recommendation / Suggested Motion:

"I move to adopt Resolution #2024-31 adjusting the City's Fiscal Year 2024/2025 Budget."

**CITY OF REDMOND  
RESOLUTION NO. 2024-31**

**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) 2024/25; and

**WHEREAS**, Supplemental budgets are permitted under Oregon Revised Statute 294.471.

**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 2024/25, in the following funds with the following changes, now on file at City Hall.

**SECTION TWO:** The amounts for the FY beginning July 1, 2024, are hereby adjusted as follows:

| GENERAL FUND                                         | Resources  | Expenditures      |
|------------------------------------------------------|------------|-------------------|
| Beginning Fund Balance                               | \$ 250,000 |                   |
| Materials & Services                                 |            | \$ 250,000        |
| <b>Change to General Fund</b>                        |            | <b>\$ 250,000</b> |
| <b>Change to General Fund – Total Appropriations</b> |            | <b>\$ 250,000</b> |

*Investment in Managed Homeless Camp Setup: The City is working with the County and providers to establish a managed homeless camp on the east side of Redmond on County owned property. The Council has expressed interest in helping (\$250,000) with the cost to construct the facility (estimated at \$1.25 million). Allocating the \$250,000 investment is conditioned upon a future Memorandum of Understanding (MOU) which set the terms for the managed camp, as well as a financial contribution from the County. The goal is to have the facility operational in 2025. This facility would support Council's goal of taking concrete steps to find alternatives for people who are unhoused and unsheltered. The \$250,000 in funding will come from the City's General Operating Funds reserves which are expected to exceed policy minimums by approximately \$780,000 at the end of FY 2024/25.*

**SECTION THREE:** This resolution shall be effective this 17<sup>th</sup> day of December 2024.

**ADOPTED** by the City Council and **SIGNED** by the Mayor this 17<sup>th</sup> day of December 2024.

\_\_\_\_\_  
Cat Zwicker, Council President

ATTEST:

\_\_\_\_\_  
Kayla Duddy, Deputy City Recorder



## CITY OF REDMOND

**CITY HALL**  
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# STAFF REPORT

**DATE:** December 17, 2024  
**TO:** City Council  
**THROUGH:** Keith Witcosky, City Manager  
**FROM:** Heather Cassaro, Communications Director  
**SUBJECT:** Ordinance #2024-17: An ordinance amending the Redmond City Code Chapter 2, expanding the membership of the Tourism and Lodging Advisory Committee from seven members to eight members.

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### Report in Brief:

The action will amend City Code Chapter 2 for the Tourism and Lodging Committee and add one additional member who will be a representative of a lodging property.

### Background:

On August 22, 2023, City Council approved Ordinance #2023-05 which created a Tourism and Lodging Advisory Committee. The role of this committee is to oversee the administration of the tourism contract.

This action aligned with the May 2023 City financial audit which recommended City Council create a stakeholder committee to monitor and guide the investments of the City's tourism contract.

### Discussion:

The Tourism and Lodging Committee shall act in an advisory capacity to the City Council and provide input and feedback on the investment of these resources. The general role of the committee is to: monitor the administration of the City's management agreement with contractor(s) responsible for Transient Lodging Tax investments; review, approve, and monitor the contractor's annual investment and marketing plan; review financial reports and approve investments associated with tourism events, activities and marketing efforts.

The Tourism and Lodging Committee originally was comprised of seven voting members across the following categories: two representatives from a lodging provider; one Central Business District representative (regardless of business type); one representative from the Deschutes County Fairgrounds; and three members at large.

This amendment will increase the total membership from seven members to eight members. The additional member shall be a representative of a lodging provider, bringing that total number from two to three.

### Fiscal Impact:

There is no financial impact to this action.

### Alternative Courses of Action:

1. Approve Ordinance #2024-17
2. Request more information
3. Do not approve Ordinance #2024-17

As required by City Charter, on December 10, 2024, 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 #2024-17, by title only." (Voice vote)

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

"I move to approve Ordinance #2024-17." (Roll call vote)

**CITY OF REDMOND  
ORDINANCE NO. 2024-17**

**AN ORDINANCE AMENDING THE REDMOND CITY CODE CHAPTER 2, EXPANDING THE MEMBERSHIP OF THE TOURISM AND LODGING ADVISORY COMMITTEE FROM SEVEN MEMBERS TO EIGHT MEMBERS.**

**WHEREAS**, the City has multiple committees and commissions with different purposes and membership composition requirements; and

**WHEREAS**, on August 23, 2023, City Council approved Ordinance #2023-05, which created the Tourism and Lodging Advisory Committee; and

**WHEREAS**, the purpose of the committee is to advise City Council on issues pertaining to the strategic use of the statutorily required investment of City Transient Lodging Tax dollars in tourism and tourism-related activities; and

**WHEREAS**, the City Council would like to increase the membership of this committee from seven members to eight members.

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

**SECTION ONE:** The City of Redmond hereby amends the Redmond City Code Chapter 2. A copy of the code amendments 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 17<sup>th</sup> day of December 2024.

\_\_\_\_\_  
Cat Zwicker, Council President

ATTEST:

\_\_\_\_\_  
Kayla Duddy, Deputy City Recorder

# Exhibit A: Proposed Redmond City Code Amendments

## Chapter 2 – Government and Administration

Regarding Chapter 2, new proposed text is Identified in **Red**. Proposed deleted text ~~strikethrough~~.

(\*\*\*)

### Tourism and Lodging Committee

|                                 |              |
|---------------------------------|--------------|
| Purpose .....                   | 2.360        |
| Responsibilities / Scope .....  | 2.361        |
| Duties and Powers .....         | 2.362        |
| <b>Membership</b> .....         | <b>2.363</b> |
| Officers .....                  | 2.364        |
| Meetings / Quorums .....        | 2.365        |
| Expenses / Reimbursements ..... | 2.366        |
| Special Provisions .....        | 2.367        |
| Staff Support .....             | 2.368        |

(\*\*\*)

#### **2.363 Membership.**

1. **Number of Members.** The Tourism and Lodging Committee shall be comprised of ~~seven~~ **eight** members.
2. **Residency.** Representatives should either live, own property or be employed at a business within City limits.
3. **Representation.** Individual seats are not geographically designated; however, the Committee shall include at least ~~two~~ **three** representatives from a lodging provider, one Central Business District representative (regardless of business type), one representative from the Deschutes County Fairgrounds, and three members at large.
4. **Appointments.** The Mayor with the approval of the Council, shall appoint all members.
5. **Terms.** After the initial appointments, all terms shall begin January 1, with at least three (3) committee members being appointed for a term of two (2) years; and four (4) members for four years. The initial two-year terms will become four-year terms after the initial two-year term expire.
6. **Removal.** A committee member may be removed by the City Council for misconduct, nonperformance of duty, or three successive unexcused absences from regular meetings. The Tourism and Lodging Committee may, by motion, request that a member be removed by the City Council. If the City Council finds misconduct, nonperformance of duties or three successive unexcused absences from regular meetings by the member, the member shall be removed. The Mayor may, with City Council approval, remove any committee member without cause.
7. **Ex-Officio Youth.** One ex-officio youth (18 years of age and under) shall be appointed by the Mayor, without regard to jurisdictional restrictions, to serve a one-year term. The Ex-Officio Youth shall not be a voting member.